



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

September 7, 2016 - 4:00 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

- L FY17 Staff Pay Plan – Steve Nichols, County Administrator
- M NCT Tower Site Agreement for VFW Site—Cheryl Elliott, Emergency Services Coordinator
- Mc Financial Advisor Contract—Cyndi Toler, Purchasing Officer
- N Fluvanna Rescue Building Maintenance Funding--Eric Dahl, Deputy County Administrator/Finance Director
- O FY17 Ambulance CIP Funding—Eric Dahl, Deputy County Administrator and Finance Director
- P Ambulance Purchase and Re-Chassis—Cyndi Toler, Purchasing Officer

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

- Q TJPDC Legislative Update—David Blount, TJPDC Legislative Liaison
- R 2016 Fluvanna County Fair Results – Aaron Spitzer, Parks and Recreation Director

9 – CONSENT AGENDA

- S Minutes of August 17, 2016 Board of Supervisors Meeting—Kelly Belanger Harris, Clerk to the Board
- T FY17 County Administrator Pay Increase—Gail Parrish, Human Resources Manager
- U FY17 FCPS CTE Supplemental Appropriation—Martin Brookhart, Management Analyst
- V Walmart Community Grant Program—Andrea Gaines, E911 Communications Director

10 – UNFINISHED BUSINESS

- W Land Use Program Policies and Procedures – Steven M. Nichols, County Administrator

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

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14 – ADJOURN



Steven M. Nichols
2016.09.01 08:59:32
-04'00'

County Administrator Review

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

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

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"

BOS Packet p. 5/259
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
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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:	September 7, 2016				
AGENDA TITLE:	FY17 Pay Plan Update				
MOTION(s):	<p>1. I move the Board of Supervisors approve a budget amendment to decrease FY17 State funding by \$29,000 and decrease the FY17 Staff Pay Plan by \$29,000 due to elimination of state-supported funding for Social Services and Constitutional Offices pay raises.</p> <p>2. I move the Board of Supervisors approve an updated FY17 Pay Plan, Option [A / B / C], with a transfer of \$ _____ in additional funding to come from FY17 BOS Contingency.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Gail Parrish, HR Manager and Eric Dahl, Deputy County Admin/Director of Finance				
PRESENTER(S):	Gail Parrish, HR Manager and Eric Dahl, Deputy County Admin/Director of Finance				
RECOMMENDATION:	Pay Plan A				
TIMING:	Effective November 13, 2016, first payroll in December 2016				
DISCUSSION:	<p>1. The FY17 Budget included \$116,194 for the Staff Pay Plan, supported by \$29,000 in revenue from the State to help fund a required 2% salary increase for Social Services and Constitutional Officers staff, effective in December 2016.</p> <p>2. The 2% increase from the Commonwealth was contingent upon the Commonwealth meeting specific revenue goals.</p> <p>3. State revenue goals have not been met; the budgeted \$29,000 in State funding is not available for FY17.</p> <p>4. Without the Commonwealth's \$29,000, the County has only \$87,194 designated in the approved FY17 budget for the Staff Pay Plan.</p> <p>5. Pay Plan Update Options:</p> <ul style="list-style-type: none"> • Pay Plan A as approved in the FY17 budget would be \$100,934 <ul style="list-style-type: none"> ○ Requires a budget transfer of \$13,740 to replace State funding. 				

	<ul style="list-style-type: none"> • Pay Plan B (0.25% decrease in all raises) would be \$93,228 <ul style="list-style-type: none"> ○ Requires a budget transfer \$6,034 to replace State funding. • Pay Plan C (0.5% decrease in all raises) would be \$81,923 <ul style="list-style-type: none"> ○ A budget transfer is not required, the existing budget is sufficient. 				
FISCAL IMPACT:	State revenue is decreasing by \$29k and depending on the Board of Supervisors above action, it would require a budget transfer of ~\$14K, \$6K or \$0 from the BOS Contingency.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	FY17 County Staff Pay Plan Chart				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X		X	

ANNUAL COUNTY STAFF PAYROLL (FY16)

Full-time Staff \$ 6,246,915

Part-time & PT Temp \$ 278,777

Total County Payroll \$ 6,525,692 (excluding benefits and Overtime)

Here is the info on the School's pay plan:

1. Schools FY17 pay raise plan was effective Jul 1st (1% Minimum – 2% Average).
2. Original State funding expected to support the raises was ~\$145K.
3. If State funding support does not materialize, the schools plan to cut spending within approved budget to maintain the pay raise plan.

And there is language somewhere in State code that requires a locality to still meet the obligation of an approved school budget when Federal, State, or other funding sources are decreased from what was budgeted. In this case, the schools are planning to cover the shortage within their existing approved budget.

FY17 County Staff Pay Plan Effective 1ST PAYROLL IN DECEMBER 2016 (NOVEMBER 13, 2016)				PLAN A (Original)
Group	Years of Service With Fluvanna County	Market Comparison	#	Raise
1	All Years	15% or more below market	8	10.00%
2	15 or more	10 to 14% below market	0	6.00%
3	10 to 14	10 to 14% below market	0	5.50%
4	1 to 9	10 to 14% below market	5	5.00%
5	15 or more	1 to 9% below market	4	4.00%
6	10 to 14	1 to 9% below market	6	3.50%
7	1 to 9	1 to 9% below market	32	3.00%
8	All Years	At or Above Comp Salary	92	2.00%
9	•HIRED OR PROMOTED (5% or > increase) IN FY17 •County Administrator •Parks & Recreation Set Fee Temps (e.g., Referees)		28	N/A
TOTAL COST (W/ FRINGE)				\$100,934

PLAN B (Decrease by 0.25%)	PLAN C (Decrease by 0.5%)
RAISE	RAISE
9.75%	9.50%
6.75%	5.50%
5.25%	5.00%
4.75%	4.50%
3.75%	3.50%
3.25%	3.00%
3.00%	2.50%
1.75%	1.50%
N/A	N/A
\$93,228	\$81,923

FY17 County Budgeted Amount	\$116,194
Less Planned State Funding	-\$29,000
PAY PLAN BALANCE AVAILABLE	\$87,194

ADD'L FUNDS NEEDED PER PLAN	\$13,740
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\$6,034	\$0
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**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

MEETING DATE:	September 7, 2016				
AGENDA TITLE:	NCT Tower Site Agreement for VFW Site				
MOTION(s):	<p>I move the Board of Supervisors approve the “Tower Site Agreement for Communications Tower Located at VFW Scottsville Post #8169” between National Communications Towers (NCT) and Fluvanna County, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.</p> <p>I move to waive all County-assessed fees associated with the amended SUP and construction of the Communications Tower, located at VFW Scottsville, amounting to approximately \$ 3,225.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		C8
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Cheryl J. Elliott, Emergency Services Coordinator; Cyndi Toler, Purchasing Officer; Jason Stewart, Zoning Administrator				
PRESENTER(S):	Cheryl J. Elliott, Emergency Services Coordinator				
RECOMMENDATION:	APPROVAL				
TIMING:	IMMEDIATE; Amended SUP will go to Planning Commission in September and to BOS October 19; therefore construction can begin on this site late October 2017, with completion ~March 2017.				
DISCUSSION:	<p>With the construction of the new county-owned E911 radio project communications towers, only this VFW site of the six-site design will be co-located on a commercial tower, requiring an annual lease arrangement with the tower owner. Essentially, NCT is building a 250’ tower in exchange for \$18,000/year lease, saving the County the capital outlay of ~ \$375,000.</p> <p>Here’s the substance of the lease agreement:</p> <ul style="list-style-type: none"> • NCT will build and own a 250’ class III self-support lattice tower at the VFW site. • The County will lease a 24x32 ground space with antennas and two microwave dishes on the tower. <ul style="list-style-type: none"> ○ \$1,500/mo (\$18,000 annually) for 25 years plus five five-year renewals (50 years initial term) ○ A rent reduction of \$250/mo for first two additional carriers ○ County will pay for own utilities, including lighting expense. • County will purchase and install required FAA lighting for the tower. • County will expedite the amended SUP and waive normal fees: 				

	<p>There is a current SUP in place for a 195’ tower at this location. During lease negotiations, we asked NCT to build a 250’ tower instead of a 195’ to facilitate the County’s needs. (Originally we planned to add an extension to the 195’ tower; makes more sense to build the tower at the height needed.) This lease agreement specifies that the County will amend this SUP to accommodate this request:</p> <p style="padding-left: 40px;">Section 8(c): The original SUP 11:03 for this tower project approved a 195’ monopole tower. The Parties agree to amend this SUP to allow for the ±250’ self-supporting lattice tower, along with the FAA-approved lighting system, which shall be approved and amended in Tenant’s sole discretion. Tenant will expedite this SUP amendment process and waive any normal fees to allow for the ±250’ tower. The amended SUP shall remain in force until the Tower and Support Facility is dismantled by the current Landlord of record.</p> <p>The “normal” County-assessed fees associated with this project include:</p> <table style="margin-left: 40px; border-collapse: collapse;"> <tr> <td>SUP fees & refundable sign deposit</td> <td style="text-align: right;">\$ 890</td> </tr> <tr> <td>Sketch Plans</td> <td style="text-align: right;">\$ 150</td> </tr> <tr> <td>Major Plans</td> <td style="text-align: right;">\$ 1,100</td> </tr> <tr> <td>E&S Plan Review (\$250 each w/ \$100 resubmit)</td> <td style="text-align: right;">\$ 250</td> </tr> <tr> <td>E&S Permit</td> <td style="text-align: right;">\$ 550</td> </tr> <tr> <td>Building Permits</td> <td style="text-align: right;"><u>\$ 285</u></td> </tr> <tr> <td></td> <td style="text-align: right;">\$ 3,225</td> </tr> </table> <p>NCT will still be assessed the \$4,000 fee for CityScope since this site is not county-owned, and this fee is not part of the normal county-assessed fees.</p>					SUP fees & refundable sign deposit	\$ 890	Sketch Plans	\$ 150	Major Plans	\$ 1,100	E&S Plan Review (\$250 each w/ \$100 resubmit)	\$ 250	E&S Permit	\$ 550	Building Permits	<u>\$ 285</u>		\$ 3,225
SUP fees & refundable sign deposit	\$ 890																		
Sketch Plans	\$ 150																		
Major Plans	\$ 1,100																		
E&S Plan Review (\$250 each w/ \$100 resubmit)	\$ 250																		
E&S Permit	\$ 550																		
Building Permits	<u>\$ 285</u>																		
	\$ 3,225																		
FISCAL IMPACT:	\$18,000 lease annually, with 3% increase; \$12,000-18,000 one time cost for lighting equipment; ~\$3,000/yr. utility costs/maintenance																		
POLICY IMPACT:	n/a																		
LEGISLATIVE HISTORY:	n/a																		
ENCLOSURES:	“Tower Site Agreement for Communications Tower Located at VFW Scottsville Post #8169”																		
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other														
	XX	XX	XX																

TOWER SITE AGREEMENT
FOR COMMUNICATIONS TOWER
LOCATED AT VFW SCOTTSVILLE POST #8169

THIS TOWER SITE AGREEMENT and the exhibits attached hereto and incorporated herein by reference (collectively, the "Agreement") is made as of this ____ day of _____, 2016 by and between **NATIONAL COMMUNICATION TOWERS, LLC**, a Virginia limited liability company, its successors or assigns ("Landlord") with an address of 5413 Patterson Avenue, Suite 101, Richmond, Virginia 23226 and having a Federal Tax ID Number of 54-1868987 and the **COUNTY OF FLUVANNA** ("Tenant") with an address of 132 Main Street, Palmyra, VA 22963.

WHEREAS, Landlord currently leases a parcel of land ("Land") pursuant to a prime lease ("Prime Lease") with Scottsville Post #8169 ("Prime Lessor"), a redacted version of which is attached hereto as **Exhibit A**, the Land being located upon the real property described and/or shown on **Exhibit B** (the "Property"), attached hereto and incorporated herein;

WHEREAS, Landlord will construct and own a 250' (+/-) self-supported lattice Class III telecommunications tower (the "Tower") on the Land, the location of which is more particularly described and/or shown on **Exhibit B** (the "Property") attached hereto and incorporated herein, the Tower, Land and applicable easements being hereinafter collectively referred to as the "Tower Site";

WHEREAS, Tenant wishes to lease from Landlord and Landlord wishes to lease to Tenant a portion of the Tower Site for the installation, operation and maintenance of Tenant's communications facility;

NOW THEREFORE, in consideration of the covenants, promises and agreements herein, and for other good and valuable consideration, Landlord and Tenant hereby covenant, promise and agree as follows:

1. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, on the terms and conditions contained herein:

(a) space on the Tower at the heights set forth in **Exhibit D**, attached hereto and incorporated herein ("Tower Space") for the installation by Tenant, at Tenant's sole cost and expense, of communications antennas (the permitted quantity and dimensions being set forth herein) together with associated structural and electrical support equipment (collectively, the "Antennas") together with a lighting system as described in Section 6(c). Notwithstanding the foregoing, Landlord shall have the right to install additional antennas and/or equipment of its own or belonging to third parties which are located at the same height and/or platform as equipment of the Landlord and/or such third party is currently located, pass through the Tower Space, perform construction to increase the height of the Tower and/or take any other action as may be necessary or incidental to Landlord's ownership or operation of the Tower, provided

such antennas, equipment and/or operations do not interfere with the transmission and/or reception of radio frequency signals from the Antennas, as set forth below, or disturb Tenant's use of the Tower Space or Ground Space (as defined below), and subject to all applicable law and approvals, including any special use permits. Nothing herein shall be deemed an approval by the County for any such equipment or modifications to the Tower made by Landlord or a third party; and

(b) exclusive use of approximately 768 square feet (24' x 32') space on the Land at the location shown on **Exhibit C** ("Ground Space") for the purpose of locating supporting equipment necessary for the operation of Tenant's Antennas and for operation of Tenant's communication equipment, together with the non-exclusive right to use, subject to the terms, conditions and covenants of this Agreement, together with a thirty (30') feet wide easement for access to the Tower Site described in **Exhibit B**, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along right-of-way extending from the nearest public right-of-way to the demised premises, a 4' X 4' non-exclusive easement for a stoop at the shelter door together with a three (3') feet wide non-exclusive easement for a grounding ring around the equipment shelter and generator, as more particularly described on **Exhibit C**. All of the above referenced easements shall be in locations designated on **Exhibit C**, or if not shown on **Exhibit C**, then shall be designated by the Landlord (collectively, the "Easements"), which Easements Landlord may relocate at its sole cost and expense from time to time provided such relocation does not impair Tenant's operations as determined by Tenant. Landlord and Tenant acknowledge that Landlord is unable to obtain utility service on behalf of Tenant and that Tenant is solely responsible for working directly with the utility companies to obtain utility service for the Premises (hereinafter defined); provided however, that all utility plans (including, without limitation, plans for the Grounding Easement) must be approved in writing by the Landlord in accordance with Section 7 of this Agreement, such approval not to be unreasonably withheld, conditioned or delayed. The Tower Space, Ground Space and Easements shall sometimes hereinafter be collectively referred to as the "Premises". Notwithstanding the foregoing, Landlord shall have the right to access that portion of the Ground Space which is outside of the Tenant's improvements, for the purpose of maintaining the grounding ring and fence and any other activities associated with the day to day operation of the tower facility. Landlord shall not use any portion of the Ground Space for any purpose not set forth herein, including without limitation, use by other tenants without Tenant's written consent, which may be withheld in Tenant's sole discretion. The Landlord shall provide Tenant with detailed site plans and drawings, including, but not limited to, the Tower, Tower Site, the Easements, grounding ring and H-frame, as soon as practicable. Tenant may connect to the tower ground ring and fence at locations designated by the Landlord and to use the grounding ring during the Term of this Agreement.

2. Use.

(a) Tenant shall have the right to use the Premises for any lawful purpose, including, but not limited to, the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances, including, but not limited to the

installation, operation and maintenance of Tenant's Antennas, cable runs, electrical and communications equipment, equipment shelter(s) and other supporting equipment thereto and including, but not limited to, any such equipment or other materials as shown on **Exhibit C and D** (collectively, the "Equipment"). Such use shall be consistent with Tenant's Federal Communications Commission ("FCC") license for public safety communications frequencies. Tenant hereby covenants and agrees that the Equipment shall be operated within the within the limits of Tenant's FCC License, in a lawful and proper manner, and in accordance with good engineering practices and with all applicable laws, ordinances, rules and regulations, relating to the Equipment, Tenant's operations and/or the Premises including, without limitation, requirements of the FCC and the Tower Site rules and regulations (including, without limitation, installation standards and security procedures) as set forth on **Exhibit F** ("Tower Site Rules and Regulations"), which shall be reasonably and uniformly applied and which Landlord may amend from time to time, provided that such rules and regulations are reasonable and do not conflict with the express terms of this Agreement or impose additional financial burdens on Tenant (collectively, the "Permitted Use"). Landlord agrees that Tenant shall have the right, in its sole discretion, to amend and replace **Exhibit C and/or D** upon providing Landlord with a copy of any change or addition to Tenant's FCC License without prior consent from Landlord. Tenant shall obtain and maintain throughout the Term (hereinafter defined) of this Agreement all licenses, permits, approvals, authorizations and consents required or necessary for such purposes and shall provide Landlord with copies of the same no less than ten (10) days prior to commencement of any construction, improvements or installation.

(b) Tenant agrees that, notwithstanding anything to the contrary in this Agreement, Tenant shall initially have the right to install on the Tower Space and Ground Space only the Equipment which is expressly listed and described in detail on **Exhibit C and D**. Subject to engineering analysis by a third party, Tenant shall have the right to replace the Equipment with equipment of substantially similar size and weight upon providing Landlord with a revised **Exhibit C and D** and complying with the requirements of Tenant's Site Work as described in Section 7 below. With the exception to the modification or change to any frequencies, Landlord shall have the right to approve such revised **Exhibit C and D**, such approval not to be unreasonably withheld, conditioned or delayed. Tenant shall reimburse Landlord for the actual cost without mark-up of any kind of any required engineering analysis work for any modification to its equipment up to an amount not to exceed \$3,500.00 and a copy of said engineering analysis shall then be provided to the Tenant. Tenant further agrees that Tenant's right to use the Tower Space shall be subject to the rights of others to pass by, over, across and through the Tower Space in order to install upon, service or otherwise use the Tower and/or any equipment on the ground or on the Tower, provided Tenant's use of the Tower Space is not disturbed and there is no measurable interference with the Equipment. Tenant shall have the right to modify any equipment located within its equipment shelter without the prior written consent of Landlord.

(c) This Agreement shall be subject to all of the terms, covenants, and provisions of the Prime Lease not inconsistent with this Agreement. Notwithstanding anything to the contrary in this Agreement, (i) the term of this Agreement shall in no event extend beyond the expiration

or earlier termination of the Prime Lease and Tenant's rights granted under this Agreement shall in no event exceed those granted to Landlord under the Prime Lease; and (ii) nothing herein is intended to make the Tenant a party to the Prime Lease or a Lessee thereunder. In the event the Prime Lease is terminated for any reason at any time during the term of this Agreement, this Agreement shall also be terminated and the termination shall be effective on the date the Prime Lease is terminated. In such event, the Landlord, if able, will give the Tenant ninety (90) days prior notice. Additionally, if any of the rights or benefits given to the Tenant under this Agreement exceed the rights or benefits given to the Landlord, as lessee under the Prime Lease, such rights or benefits given to the Tenant shall be modified and limited to the rights or benefits given to the Landlord under the Prime Lease, as it is the understanding of the parties that the Landlord cannot convey to the Tenant any greater rights than the Landlord has under the Prime Lease. Landlord shall not modify the Prime Lease in any way that removes any of Tenant's rights under this Agreement. Landlord shall notify Tenant in writing of any modification to the Prime Lease affecting Tenant's rights under this agreement. Should this Agreement terminate at any point during the Term any and all rent, since rent is payable in advance, shall be prorated for such Agreement year and refunded to the Tenant by the Landlord within sixty (60) days of said early termination. Landlord agrees that during the Term of this Agreement Landlord shall elect to continue the Prime Lease for all applicable renewal options under Exhibit C of the Prime Lease and shall not elect to terminate the Prime Lease so long as the Lessor under the Prime Lease is not in material breach of the Prime Lease and so long as the Premises have not been taken by condemnation or damage as provided under the Prime Lease.

(d) Tenant acknowledges that neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the Premises, Tower or the Land except as expressly set forth herein and further acknowledges that Landlord has represented the Premises are fit for the Tenant's intended use as described in Exhibits C and D attached hereto.

3. Term.

(a) The term of this Agreement ("Initial Term") shall commence upon the Commencement Date, as hereinafter defined, and shall expire twenty five (25) years from the date thereof, unless earlier terminated as expressly provided herein. A "lease year" shall mean the twelve (12) month period beginning on the Commencement Date and each subsequent twelve-month period. Notwithstanding the foregoing, after the initial term Tenant may terminate this Agreement prior to the start of any lease year during the Renewal Term(s) by providing written notice to Landlord at least ninety (90) days prior to expiration of the current lease year of its intention to terminate this Agreement; and no rent of any kind shall be owed by Tenant to Landlord for any future lease year.

(b) The Initial Term of this Agreement shall automatically extend on the same terms and conditions as set forth herein, for five (5) additional five (5) year periods ("Renewal Term(s)") provided that Tenant is not in default beyond any applicable cure or notice period at the time of expiration of the immediately preceding Initial Term or Renewal Term (hereinafter collectively and/or individually, the "Term"), as applicable, unless Tenant provides written

notice to Landlord at least ninety (90) days prior to expiration of the applicable Term of its intention not to extend such Term. Following the expiration of the fifth (5th) Renewal Term, provided the Agreement has not been earlier terminated by either party, this Agreement shall continue in full force and effect upon the same terms and conditions for successive five (5) year Terms until terminated by either party by giving the other written notice of an intention to terminate at least ninety (90) days prior to the end of such term. Notwithstanding the foregoing, the term of this Agreement shall not extend beyond the expiration or termination of the Prime Lease.

4. Rent.

(a) Rent (hereinafter defined) shall commence upon the earlier of (i) the first day of the month following the date Landlord and Tenant agree in their reasonable discretion that the Tower construction is complete enough for the Tenant to start construction safely or (ii) the first day of the month following the date Tenant actually commences construction or installation of its equipment at the Tower Site (the "Commencement Date") and be payable annually in advance, partial months to be prorated Landlord and Tenant agree that they shall acknowledge in writing the Commencement Date. Upon the Commencement Date, annual rent equal to the amount of Eighteen Thousand and No/100ths (\$18,000.00) Dollars ("Rent") will be paid in annual installments until increased as set forth herein. Rent for each lease year of the Initial Term or any Renewal Term will be the Rent in effect for the immediately preceding lease year increased automatically by three (3%) percent. Rent shall be paid to Landlord at Landlord's address set forth in Section 18 of this Agreement or to such other address as Landlord may designate from time to time in writing at least thirty (30) days in advance of any rental payment date in accordance with the notice provision of Section 18 below. Notwithstanding the foregoing or any other provision of this Agreement, in the event the tower construction is not completed within nine (9) months from the date of full execution by both parties inclusive of all necessary County approvals including, but not limited to, zoning, site plan, erosion and sediment control and building permits, Tenant, at its option, shall have the ability to terminate this Agreement upon thirty (30) days prior written notice to Landlord. Within sixty (60) days of termination Landlord shall return to the tenant on a pro-rata basis any rent incurred after the effective date of termination of this Agreement.

(b) A rent reduction in the amount of Two Hundred and Fifty Dollars (\$250.00) per month shall occur upon the colocation of equipment on the Tower by a FCC Licensed Carrier. Rent reductions shall be limited to the first two FCC Licensed Carriers and each rent reduction shall commence upon the earlier of (i) the date the new tenant (Carrier) commences rent payments or (ii) ninety (90) days after the new tenant (Carrier) starts construction at the Tower Site. Since rent is paid in advance, Landlord will remit a credit to Tenant for any rent reduction applicable to the prior lease year and such credit will be applied to the amount due for the current lease year or in the year of termination as a refund to Tenant within thirty (30) days of termination. Landlord shall notify Tenant in writing of the credit amount applicable for each lease year prior to Rent for that Lease year being due. Notwithstanding any other provision of this agreement, Tenant shall have 30 days from the date it receives the notice from Landlord of

the credit amount applicable or the date Rent is due otherwise hereunder, whichever is later, to pay the current year's Rent.

5. Access. Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week, subject to the provisions of this Agreement, including the Tower Site Rules and Regulations. All access to the Tower Site, including without limitation the Premises, shall be at Tenant's sole risk, cost and expense. Tenant acknowledges and agrees that Tenant shall be responsible for securing and locking any access gate or other locked facility immediately after any access by Tenant, its employees, agents and/or contractors.

6. Installation of Equipment.

(a) Prior to the installation of the Equipment and/or any construction on the Premises, including, without limitation, any construction, installation or other work to be performed in connection with the Easements (collectively, "Site Work"), Tenant shall submit plans for such Site Work to Landlord for Landlord's written approval (on the face of such plans), such approval not to be unreasonably withheld, conditioned or delayed. In the event Landlord has not responded within fifteen business (15) days of such submission, the plans shall be deemed to be approved. Landlord's approval of Tenant's plans is not a warranty that Tenant's plans comply with applicable codes and ordinances; Tenant acknowledges that Tenant is solely responsible for ensuring and maintaining such compliance at Tenant's expense. After receipt of Landlord's written approval, Tenant shall coordinate dates and times of such Site Work with Landlord and at Tenant's expense shall, as a condition of such Site Work, construct, install and/or remove the Equipment in accordance with detailed plans and specifications approved in advance by Landlord. Tenant hereby agrees that the Equipment shall be installed in a manner that shall at all times permit reasonable passage by and through the Tower Space to service the Tower and other equipment thereon. All installations and construction by Tenant shall be performed by contractors approved by Landlord in writing, such approval not to be unreasonably withheld, conditioned or delayed, and which shall have certified safety procedures in effect. In addition, Tenant shall cause its construction contractors to meet with Landlord's representative at the Tower Site immediately prior to the commencement of the Site Work to discuss final construction details (the "Pre-construction Meeting"). Prior to scheduling the Pre-construction Meeting, Tenant shall provide Landlord with the following items: (i) certificates of insurance for Tenant (in compliance with Section 20 of this Agreement), (ii) a copy of the general contractor's license, (iii) a copy of each subcontractor's license, (iv) one (1) copy of the final plans, at least eleven inches by seventeen inches (11" x 17") unless otherwise required by the applicable City or County, that are stamped approved by both Landlord and the applicable City or County (counterparts are not acceptable), (v) copies of the structural study and the intermodulation study performed on the Tenant's behalf, if applicable, and (vi) copies of all applicable permits (e.g. building permits). Tenant shall not commence construction or installation of the Equipment unless and until Tenant has fulfilled all conditions of this Section and received Landlord's written notice to proceed. At the completion of the initial installation of the Equipment, Landlord shall inspect the Premises and the Tower Site to ensure that the Equipment has been installed in accordance with the approved plans and specifications.

(b) Any modifications, changes or additions to Tenant's use of the Premises as permitted by the FCC License and/or any modifications, changes or additions to the Equipment specified on **Exhibit D** (including the size of coaxial cables) shall be permitted as set forth in Section 2. Tenant shall have the right to make repairs to Tenant's Equipment at any time. Any and all modifications, repairs, replacements, changes and/or additions shall comply with all terms and conditions affecting the Equipment and installation thereof.

(c) Tenant shall keep the Land and Premises free from any mechanic's, materialmen's or similar liens in connection with any work on or respecting the Tenant's Premises and/or Tenant's operations thereon. Tenant will remove any such lien by payment or posting bond within thirty (30) days after written notice by Landlord (or, in the event of a dispute, notify Landlord of the nature of the dispute and post a bond).

(d) FAA-Approved Lighting System. If required, an FAA approved LED Lighting System shall be provided by the Tenant onsite and prior to the tower erection; and Tenant shall have such Lighting system installed. Tenant will add lighting system to Tenant's utilities, system alarms and monitoring systems at Tenant's sole expense.

7. Maintenance and Repairs.

(a) Tenant hereby agrees that any maintenance and/or Site Work shall be performed by qualified personnel or contractors who have certified safety procedures in effect, shall comply with plans and specifications approved by Landlord and shall also comply with the terms and conditions of this Agreement and the Tower site Rules and Regulations. Landlord shall have the right to inspect the Premises at all reasonable times, including, without limitation, during and/or upon completion of any installation and/or removal, however, Landlord shall be accompanied by Tenant upon any such inspection and shall indemnify Tenant for any damage to Tenant's equipment caused by Landlord during any such inspection. Upon completion of any installation and/or removal of equipment by Tenant at the Premises, Landlord shall conduct an inspection of the Tower Site. In the event that Landlord's inspection reasonably determines that Tenant or its contractors have damaged the Tower Site, the Land or any other tenant's equipment, then Landlord shall notify the Tenant of the same and request such damage be repaired. Tenant shall in its sole discretion determine if it will repair the alleged damages. Should Tenant elect not to make the requested repairs, then Landlord may file a claim pursuant to Section 65 of **Appendix H** hereto or take any action authorized by applicable law.

(b) Tenant shall at all times maintain the Premises and the Equipment in a neat, clean and safe condition, in good repair, and in a manner so as not to unreasonably disturb, conflict with (except if permitted by Section 10, the interference provision of this Agreement), or create a nuisance to Landlord, other tenants of Landlord and/or other users of the Land. All work and activities performed by or for Tenant shall be done in a neat, safe and workmanlike manner. Tenant hereby agrees that Tenant shall not leave debris about the Land.

(c) During the Term, Landlord shall, at its sole cost and expense, reasonably maintain

the Tower, Easement, Premises and Tower Site in a proper operating and reasonably safe condition provided however, in the event that maintenance and/or repairs are required due to negligence of and/or the wrongful acts or omissions of Tenant, its agents or employees, such reasonable and verifiable expense for the same shall be submitted to Tenant with reasonable supporting documentation thereof from Landlord. Tenant shall review the same and in its sole discretion determine if it will pay such costs. Should Tenant choose not to remit payment to Landlord, then Landlord may make a claim under Section 65 of **Appendix H** or take any action authorized by applicable law. Landlord shall provide Tenant with written notice not less than twenty-four (24) hours in advance, of normal, non-emergency work on the Tower or Land which may be performed by Landlord if such work is likely to interfere with the use or operation of the Equipment or with Tenant's use of the Premises. Tenant acknowledges that in order for Landlord to maintain and repair the Tower and/or to allow other tenants to install, remove, maintain and repair their equipment, it may be necessary from time to time for Landlord to make adjustments to the Tower and/or any equipment related thereto; Landlord agrees to use all reasonable efforts to coordinate such work with Tenant and to schedule such work so as to cause minimal disruption to the Equipment and use of the Premises as contemplated herein.

(d) Landlord will not perform any maintenance, replace or repair any of Tenant's equipment within Tenant's Shelter, Tenant's Generator or LP Tank. Nothing herein requires that Tenant contract with landlord to repair, maintain or replace its Equipment and such must be done as a separate procurement.

8. Tenant's Property and Removal.

(a) All of the Equipment shall be and remain Tenant's personal property even though some or all of such equipment may be physically attached to the Land, Tower Site, Property or the Tower. Tenant shall be entitled to take and remove any or all of the Equipment from the Tower Site at any time (but in no event later than ninety (90) days after the expiration or earlier termination of this Agreement), provided that the removal of such Equipment shall be performed in compliance with any provisions of this Agreement and/or any Tower Site Rules and Regulations regarding removal of Equipment and repairs to the Premises. Tenant hereby acknowledges and agrees that any such removal shall not relieve Tenant of any obligations under this Agreement.

(b) Within ninety (90) days of the expiration or earlier termination of this Agreement, Tenant agrees that Tenant shall either: (i) Upon written agreement by Tenant and Landlord Tenant may assign all Equipment to Landlord as is where is; or (ii), at Tenant's expense, remove the Equipment and, at Landlord's option, any utility lines installed by or on behalf of Tenant within the fenced compound from the tower site (without causing damage to any other user of the Tower Site) and will restore the Premises and the Tower Site to substantially the condition existing prior to any installations (or preparations therefore) by Tenant, except for ordinary wear and tear and loss caused by casualty, such obligation to survive termination or expiration of this Agreement. Thereafter, if Tenant fails to remove any or all of the Equipment Landlord shall send Tenant written notice of Tenant's failure to do so including a description of the

remaining Equipment. Thereafter Tenant shall have an additional fifteen (15) days to remove said Equipment and if Tenant fails to do so, at Landlord's option, Tenant shall pay rent at the rate of One Hundred Fifty percent (150%) of the then existing Rent until such time as the removal and restoration are completed.

(c) The original SUP 11:03 for this tower project approved a 195' monopole tower. The Parties agree to amend this SUP to allow for the ±250' self-supporting lattice tower, along with the FAA-approved lighting system, which shall be approved and amended in Tenant's sole discretion. Tenant will expedite this SUP amendment process and waive any normal fees to allow for the ±250' tower. The amended SUP shall remain in force until the Tower and Support Facility is dismantled by the current Landlord of record.

(d) If Tenant vacates this tower or this Agreement terminates, any and all utility services paid for by Tenant under Section 9 below, including the lighting system, shall be transferred to the name of the Landlord by the Tenant and shall be the Landlord's sole responsibility and shall be paid for at Landlord's sole cost and expense immediately upon termination or Tenant's vacation of the tower, whichever occurs first. However, the ownership of the lighting system shall be transferred to the current landlord of the Tower without any reimbursement of the cost of the lighting system or its installation.

9. Utilities. Landlord shall be responsible for bringing electric power to this site. Tenant shall meter separately at Tenant's expense and pay directly to the utility or service company provider the cost of all electric power, telephone, lighting system or other utilities consumed by Tenant or the Equipment. Tenant shall have the right to sub meter and Tenant shall only be responsible for Tenant's actual use of utilities consumed by Tenant. Tenant's failure to pay any such charges upon demand by Landlord, subject to any applicable notice and cure period, shall be deemed to be a failure to pay Rent as required herein. Under no circumstances shall Landlord be liable for any interruption, failure, or surge of power or utilities or damage to the Equipment arising therefrom, or from any imperfect or unsatisfactory communications experienced by Tenant as a result of any such interruption, failure or surge, unless caused by the negligence or willful acts or omissions of Landlord.

10. Interference, Landlord's Operations.

(a) There are no Prior Users and Tenant is the first user on the Tower. All Other Leases must not cause interference with Tenant's frequencies or Equipment as listed on **Exhibit D**.

(b) Landlord shall not permit or suffer the installation of any future equipment or modification of existing equipment on the Tower Site which will cause measurable interference with the Equipment or Tenant's uses as described as the Equipment and that shown in Exhibit D. In the event that such interference does occur (and provided that such interference is not caused by Tenant improperly or unlawfully installing and maintaining the Equipment), Landlord hereby agrees that it shall require the interfering party to promptly eliminate the same. If the interfering party fails to eliminate such interference with Tenant within a reasonable period of

time not to exceed forty-eight (48) hours after initial notice from Landlord, then Landlord shall require the interfering party to immediately shut down the interfering equipment (except for intermittent testing) until the interference is eliminated. In the event that the interfering party does not timely shut down the interfering equipment, then Landlord shall immediately take all reasonable steps to shut down power to such interfering equipment (except for permitting intermittent testing) until the interference is eliminated. In the event that any user of the Tower desires to add additional or modify existing equipment at the Tower Site (and provided that Landlord consents to the same), the provisions of this Section 10(b) shall govern such additional and/or modified equipment and, Landlord agrees to use reasonable efforts to cause such users to resolve technical interference problems with any equipment of Tenant located upon the Tower Site prior to the date of the addition or modification.

(c) In the event of a structural modification or repairs to the tower Landlord reserves the right, to require, upon ninety (90) days' notice and with Tenant's consent, such consent not to be unreasonably withheld, conditioned or delayed, Tenant to relocate a portion or all of the Equipment and Tenant agrees to relocate the Equipment at Landlord's expense provided that said relocation does not substantially change or degrade the operation of Tenant's Equipment or disrupt Tenant's frequencies, operations, in Tenant's sole discretion. Tenant's service will not be interrupted during such relocation, and Tenant shall be allowed if necessary to place a temporary cell site and antenna structure on the Tower Site during relocation. In no event shall Tenant be required to relocate for the benefit of another third party wireless provider.

11. Taxes and Assessments. Landlord shall be responsible for the reporting and payment when due of any real estate taxes. Landlord shall pay all impositions applicable to the Tower Site other than for the Tenant's Equipment as listed and/or described on **Exhibits C and D.**

12. Assignment and Subletting.

(a) Tenant may not assign, sublease or otherwise transfer all or any part of its interest in this Agreement without the prior written consent of Landlord, which consent may not be unreasonably withheld, conditioned or delayed. Any assignment, sublease or other transfer in violation of the provisions of this Section 12 shall be void and deemed a material breach of this Agreement and this Agreement shall thereafter be voidable in Landlord's sole discretion.

(b) Landlord may assign or transfer its interest in the Tower Site and/or in this Agreement at any time but shall provide notice to Tenant no later than sixty (60) days after such assignment or transfer. Landlord shall be relieved of any liability under this Agreement from and after the date of any such assignment provided that, as a condition precedent to such release, the assignee or transferee agrees to assume all of the obligations of Landlord hereunder provided such assignee or transferee is creditworthy, has not been debarred in Virginia, and is an entity lawfully authorized to transact business in Virginia. In the event of such assignment or transfer by Landlord and upon notice thereof from Landlord, Tenant shall thereafter make all payments due under this Agreement to such assignee or transferee.

13. Damage & Condemnation. Should all or any part of the Tower Site (or any lot or parcel

of property of which the Tower Site may be a part) be (i) taken or condemned, either permanently or temporarily, for any purpose, (ii) sold to a condemning authority under threat of condemnation or to prevent taking, or (iii) materially damaged or destroyed by fire or other casualty (a "Casualty"), then Landlord may provide Tenant with an alternate location for its Equipment reasonably acceptable to Tenant in its sole discretion or in the event Landlord decides not to repair damage caused by such casualty, or such portion of the property is taken so as to determine the use of the property obsolete, Landlord may terminate this Agreement upon written notice to the Tenant within thirty (30) days following the date of the damage, destruction or Landlord's receipt of notice of the taking. In the event of a Casualty that cannot reasonably be expected to be repaired within ninety (90) days following same or, if the Property is damaged by such Casualty so that such damage may reasonably be expected to disrupt Tenant's operations at the Premises for more than ninety (90) days, then Tenant may at any time following such Casualty, provided Landlord has not completed the restoration required to permit Tenant to resume its normal operation for Tenant's intended use at the Premises, terminate this Agreement upon fifteen (15) days written notice to Landlord. Any such notice of termination shall cause this Agreement to expire on the date of such Casualty as if it was the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other Casualty or during any period which the Tenant cannot occupy the Tower Site owing to such Casualty. Landlord will provide Tenant a credit for such abated rent, since rent is payable in advance. If condemned, Tenant may on its own behalf make a claim in any condemnation proceeding involving the Property for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest) and the Agreement shall terminate upon such condemnation. During the period of restoration, Tenant shall have the right to install a cell on wheels as a temporary solution at its option at a location upon Landlord's consent, with shall not be unreasonably withheld, conditioned or delayed.

14. Quiet Enjoyment and Warranties.

(a) Landlord represents and warrants: (i) that it owns or has good leasehold title in the Tower Site, and has rights of access and easements thereto sufficient for Tenant's intended uses and access, (ii) that Landlord has full right and authority to execute this Agreement and to build the Tower contingent upon all permits issued and zoning amendments have been granted by the County, and that this Agreement constitutes Landlord's legal, valid and binding obligation, enforceable against Landlord in accordance with its terms, (iii) that Tenant upon paying the Rent as it becomes due and any other amounts owed by Tenant to Landlord, and performing the terms, covenants, and conditions contained in this Agreement shall, during the Term hereof, have peaceful and quiet enjoyment of the Premises, subject to the terms and conditions hereof, free from the claims of any person claiming by, through or under Landlord (provided however the preceding shall not apply to any governmental taking or condemnation of all or any part of the Tower Site), (iv) that, to Landlord's knowledge, the Tower Site is free and clear of any covenants, restrictions, liens or mortgages, which would interfere with Tenant's rights to or use of the Premises, and (v) the Prime Lease is in full force and effect and that Landlord is not, nor has been, in default under the Prime Lease.

(b) Tenant represents and warrants: (i) that Tenant has full right and authority to execute this Agreement and that this Agreement constitutes Tenant's legal, valid and binding obligation, enforceable against Tenant in accordance with its terms, (ii) that, Tenant is a political subdivision of the Commonwealth of Virginia, (iii) that Tenant has all necessary power, authority and legal right (including, without limitation, all necessary licenses) to execute, deliver and perform Tenant's obligations under this Agreement, and (iv) that Tenant shall, at Tenant's sole expense, comply with all applicable laws, orders, ordinances, regulations and directives of applicable federal, state, county, and municipal authorities or regulatory agencies, including, without limitation, the FCC and the Occupational Safety & Health Administration ("OSHA").

15. Termination.

(a) In addition to those rights elsewhere set forth in this Agreement and in **Appendix H**, Tenant may, upon sixty (60) days prior written notice to Landlord, terminate this Agreement without any obligation to do so if, due to no act or omission of Tenant, any of the following occur: (i) a Default by Landlord as set forth in Section 16 below; (ii) despite Tenant's best efforts, Tenant is unable to occupy and utilize the Tower Site due to an action of the FCC, including (but not limited to a take back of channels or change in frequencies; (iii) Hazardous Material (hereinafter defined in Paragraph 23) becomes present on the Tower Site in violation of any applicable environmental laws; (iv) Tenant is unable to occupy and utilize the Premises due to material signal interference with the Equipment identified in the original **Exhibit D**, including any changes or addition to the Equipment which may be made hereafter. In addition to the above rights to terminate, but only during any Renewal Term, Tenant may terminate this Agreement; as a condition precedent to such termination, Tenant shall provide Landlord with ninety (90) days prior written notice. If Tenant elects not to terminate this Agreement upon the occurrence of a Default by Landlord, Tenant shall have the right to pursue any remedy now or hereafter available to Tenant under law or equity.

(b) In addition to those rights elsewhere set forth in this Agreement, Landlord may terminate this Agreement, if Tenant fails to cure a default within (30) days of receiving written notice to cure such default from Landlord and provided Tenant is not reasonably pursuing remedy of such default. Landlord may take any action relating to such termination authorized by law, including making a claim pursuant to Section 65 of **Appendix H**. Landlord may remove and store the Equipment at Tenant's expense, and/or otherwise terminate service to the Equipment, in Landlord's sole discretion, and without any obligation to do so (i) upon the occurrence of a Default by Tenant, and/or (ii) in response to any emergency, hazard, casualty, act of nature, or threat thereof, that relates to the Tower Site or the Equipment or the use thereof, and which immediately threatens to cause any death or any injury to any person or property.

16. Default. The following shall constitute a default ("Default") under this Agreement: (i) any failure to comply ("Breach") with any monetary term of this Agreement which is not cured within forty-five (45) business days following receipt of written notice of such Breach; (ii) except where a different time frame is expressly provided herein (including without limitation the

interference provision set forth in Section 11), any Breach of any non-monetary term or condition of this Agreement which is not cured within thirty (30) days following receipt of written notice of such Breach; provided however Landlord shall have the right at any time to cure an ongoing Breach in the event of an emergency which immediately threatens to cause any death or any injury to any person or property, as shall be interpreted in Landlord's reasonable discretion; or (in the event of a non-monetary Breach which neither threatens health nor safety, the parties hereby agree that if such Breach is subject to cure but cannot reasonably be cured within the thirty (30) day period, then the Breaching party shall have such longer period, provided that the Breaching party commences such cure within the thirty (30) day period and diligently prosecutes the same to completion).

17. Remedies. Landlord may terminate this Agreement, if Tenant fails to cure a default within (30) days of receiving written notice to cure such default from Landlord and provided Tenant is not reasonably pursuing remedy of such default. Landlord may take any auction relating to such termination authorized by law, including making a claim pursuant to Section 65 of **Appendix H**.

18. Notices. All notices shall be in writing and are effective five (5) days after deposited in the U.S. mail, certified, return receipt requested and postage prepaid, or upon delivery when personally delivered or sent via overnight delivery by a nationally recognized overnight delivery service. Notices to Tenant are to be sent to Attn: Purchasing Officer 132 Main Street, P.O. Box 540, Palmyra, VA 22963. Notices to Landlord are to be sent to National Communication Towers, LLC c/o Elliott Harrigan, 5413 Patterson Avenue, Suite 101, Richmond, Virginia 23226. Regular mail and rent payments shall be sent to National Communication Towers, LLC c/o Elliott Harrigan, 5413 Patterson Avenue, Suite 101, Richmond, Virginia 23226. Either party may change the address for notice upon thirty (30) days written notification to the other. Oral notice to Landlord shall be delivered to Elliott Harrigan at (804) 673-8800.

19. Insurance. Tenant will procure and maintain: (i) general liability insurance written on an occurrence basis with respect to the Tower Site and Tower and Tenant's use and occupancy thereof with limits of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, subject to standard policy provisions and exclusions; (ii) worker's compensation and employer's liability insurance affording statutory coverage and containing statutory limits; (iii) automobile liability insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence; and (iv) fire insurance with standard broad form extended coverage and full replacement cost endorsements covering all of Tenant's property at the Tower Site, with a certificate of insurance for the coverages defined in (i) and (iii) above, to be furnished to Landlord within thirty (30) days of the execution of this Agreement. Upon any cancellation, expiration, or non-renewal of such policy, Tenant will notify Landlord of the same within thirty (30) days. Notwithstanding any other provision of this Agreement, the installation of Equipment on the Tower Site shall not commence until Landlord has received the certificate of insurance required by this Section at all times during the term of the Agreement, Landlord will carry and maintain fire, general liability and extended coverage insurance at least equal to that which the Tenant is required to carry, and shall provide Tenant with a Certificate of

Insurance evidencing the required coverage within thirty (30) days of execution of the Agreement. Tenant may procure such insurance as it deems necessary on its Equipment. Landlord is not responsible for procuring insurance on Tenant's Equipment.

20. Intentionally Omitted.

21. Subordination and Non-Disturbance. This Agreement is subject and subordinate to all Mortgages (as defined below) placed upon the Tower Site by Prime Lessor and Landlord, and to the provisions of any easement, operating agreement, declaration, restrictive covenant, and all other encumbrances and matters of public record applicable to the same provided, however, every such Mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Premises as long as Tenant is not in default of this Agreement beyond any applicable cure or notice period. However, Landlord agrees to obtain a subordination and non-disturbance agreement ("SNDA") from the holder of any such Mortgage, including without limitation any purchaser or holder pursuant to foreclosure and/or deed in lieu thereof, (collectively or individually, "Holder"). Tenant shall and hereby agrees to attorn to such Holder only upon receipt of an SNDA, make all future payments under this Agreement to the same and execute such documentation as Landlord or any Holder may reasonably request from time to time, in order to confirm the matters set forth in this Section. "Mortgage" means all mortgages, deeds of trust, ground leases, judgment lien, tax lien and other such encumbrances now or hereafter placed upon the Tower Site or any part thereof, and all renewals, modifications, consolidations, replacement or extensions thereof, and all indebtedness now or hereafter secured thereby and all interest therein.

22. Estoppel Certificate. Upon not less than thirty (30) days prior written notice by Landlord, Tenant shall execute, acknowledge and deliver to the Landlord a statement in writing (i) certifying that the Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), (ii) certifying that to the best of its reasonable knowledge the Landlord is not in default of any of its obligations under the Agreement, except as specified in such statement, (iii) setting forth the Rent then payable herein and the dates to which such Rent has been paid in advance, if any, and (iv) setting forth such other statements relating to the delivery of the Tower Site as the Landlord's lender, purchaser, assignee or sublessee may reasonably require.

23. Environmental Provisions.

(a) Landlord represents, warrants and agrees (i) that Landlord will not, and will make all reasonable efforts to ensure that it and any third party does not, use, generate, store, treat or dispose of any Hazardous Material on, under, about or within the Tower Site or Land in violation of any federal, state or local law or regulation; (ii) that it will conduct its activities on the Tower Site in compliance with all applicable federal, state and local laws and regulations; and (iii) that Landlord has no knowledge of the presence of any Hazardous Material on or under the Land or the Property.

(b) Tenant represents, warrants and agrees (i) that it, its agents, employees, licensees, contractors and those otherwise acting under its direction and control, will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Tower Site in violation of any federal, state or local law or regulation and (ii) that it will conduct its activities on the Tower Site in compliance with all applicable federal, state or local environmental laws and regulations.

(c) Landlord agrees to defend, indemnify and hold harmless the Tenant against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section 23. The indemnifications in this Section 23 specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. As used in this Section 23, "Hazardous Material" shall mean all petroleum products, asbestos-containing materials and/or any chemical element, compound, mixture, solution or substance that is identified as hazardous, toxic, or dangerous pursuant to any federal, state or local law or regulation. This Section 23 shall survive the termination of this Agreement.

24. Arbitration and Attorneys' Fees. See Section 43 of Appendix H.

25. Tower Marking and Lighting Requirements. Tenant shall be responsible for the Tower's compliance with any applicable marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC; Tenant shall pay for all monitoring costs and maintenance of the lighting system. At Tenant's request, and by separate written agreement, the Landlord may perform maintenance and repairs to the lighting system.

26. Recordation. Landlord and Tenant agree to execute a Memorandum of Lease for recordation, to be recorded at Tenant's sole cost and expense, as attached hereto as Exhibit G. Upon expiration or earlier termination of this Agreement, Tenant agrees to record, at Tenant's sole cost and expense, a memorandum stating that the Agreement has expired or been terminated, as applicable.

27. Entire Agreement. This Agreement and all Exhibits thereto form a material part of this Agreement. Landlord and Tenant hereby acknowledge and agree that this Agreement is the complete and exclusive expression of their agreements regarding the matters contemplated herein, and all prior agreements, statements, and representations, whether written or oral, which relate in any way to the matters contemplated herein are hereby superseded and shall be given no force and effect, and that no promise, inducement, or representation has been made to either of them which relates in any way to this Agreement, other than which is expressly stated in this Agreement. This Agreement may not be changed, modified or amended except by written instrument signed by both parties hereto.

28. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

29. **Counterparts.** This Agreement may not be executed in counterpart.

30. **Miscellaneous.**

(a) Subject to the provisions hereof, this Agreement shall extend to and be binding on the parties, their heirs, executors, successors and assigns.

(b) Captions are for convenience of reference only and shall not be used for interpreting the provisions of this Agreement.

(c) If any provision hereof is invalid or unenforceable with respect to any party, the remainder hereof or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

(d) The indemnity provisions in this Agreement shall survive the termination of this Agreement.

(e) The parties to this Agreement acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

31. **Non-Binding until Fully Executed.** This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties

32. **Rights Upon Sale.** Should the Landlord or Lessor under Prime Lease, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than Tenant, such sale shall be under and subject to this Agreement and Tenants rights hereunder, and any sale by the Landlord or Lessor under Prime Lease of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the Tenant in and to such right-of-way.

33. **Other Contract Terms.** The County's General Terms and Conditions are attached hereto and incorporated by reference as **Appendix H** as material provisions of this Contract. This Agreement and the County's General Terms and Conditions shall be read together whenever possible, however should a conflict arise between the provisions of this Agreement and the County's General Terms and Conditions, this Agreement shall control.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned Landlord and Tenant execute this Agreement under seal the day and year written below.

TENANT:

County of Fluvanna

By: _____ (SEAL)

Name: Steven M. Nichols

Title: County Administrator

DATE: _____

LANDLORD:

NATIONAL COMMUNICATION TOWERS, LLC,
a Virginia limited liability company

By: _____ (SEAL)

Name: Elliott Harrigan

Title: President

DATE: _____

Approved as to Form:

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

EXHIBIT A

PRIME LEASE

attached to the Agreement dated _____, 2016, by and between National Communication Towers, LLC, as Landlord, and the County of Fluvanna, as Tenant.

SEE ATTACHED

Scottsville Post #8169, V.F.W.

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT and the Addendum attached hereto and incorporated herein by reference (collectively, the "Lease") is made this 22 day of September, 2010 by and between, National Communication Towers, LLC, a Virginia limited liability company its successors or assigns ("Lessee" and grantee) and Scottsville Post #8169, 2977 West River Road, Scottsville, VA 24590 ("Lessor" and grantor).

WHEREAS, Signer has the authority to act on behalf of the real property identified on the Addendum and further described and/or shown on Exhibit A and Exhibit A-(1) to the Addendum ("Property");

WHEREAS, Lessee wishes to lease from Lessor and Lessor wishes to lease to Lessee the Leased Premises hereinafter defined;

NOW THEREFORE, in consideration of the covenants, promises and agreements herein, and for other good and valuable consideration, Lessor and Lessee hereby covenant, promise and agree as follows:

1. **Leased Premises.** Subject to the terms and conditions of this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor space on the Property consisting of a 125' x 125' area of real property and all Easements (hereinafter defined in Section 7) thereto (collectively, the "Leased Premises") as described and/or shown on Exhibit B to the Addendum. Lessee shall have the right to obtain a survey of the Leased Premises, including Easements and/or the Property, and the parties agree to amend this Lease if requested by Lessee to more specifically describe the Leased Premises, including Easements and/or the Property.
2. **Option Fee.** As consideration for the full execution of this Lease, Lessee has paid to Lessor an Option Fee as set forth in the Addendum. The Option Fee shall be non-refundable. In the event that Lessee elects to extend the Option Period (defined in Section 6 below), Lessee shall pay to Lessor an additional Option Fee as set forth in the Addendum, in accordance with the terms and conditions set forth in Section 6 below.
3. **Use.** Lessee shall have the right to use the Leased Premises for the installation, operation and maintenance of one or more communications facilities, including, without limitation, antenna tower(s) and base(s), radio transmitting and receiving antennas, electronic equipment, equipment shelters, security fencing (if any), and other improvements and personal property relating thereto (collectively, the "Facilities"), and for activities related to any of the foregoing (collectively, "Permitted Use"). Lessee hereby covenants and agrees that the Facilities shall be operated in accordance with good engineering practices and with all applicable laws, ordinances, rules and regulations, relating to the Facilities, the Leased Premises and the Permitted Use. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and other approvals ("Approvals") necessary for any Permitted Use.
4. **Term.**
 - (a) The initial term of this Lease ("Initial Term") shall commence upon the date Lessee starts construction of the Tower on the Leased Premises (the "Lease Commencement Date") and shall run for the term set forth in the Addendum, unless earlier terminated as expressly provided herein. A "lease year" shall mean the twelve (12) month period beginning on the Lease Commencement Date and each subsequent twelve (12) month period; provided, however, that if the Lease Commencement Date is other than the first day of a calendar month, the first lease year shall begin on the Lease Commencement Date and shall end on the last day of the calendar month containing the first anniversary of the Lease Commencement Date.
 - (b) This Lease shall be automatically extended for the successive terms set forth on the Addendum ("Renewal Term(s)") on the same terms and conditions as set forth herein unless Lessee notifies Lessor in writing of Lessee's intention not to renew this Lease at least ninety (90) days prior to the expiration of the Initial Term or relevant Renewal Term. The Initial Term and Renewal Term(s) are sometimes collectively and/or individually hereinafter referred to as the "Term".
5. **Rent.** Upon the Lease Commencement Date, Lessee shall pay Lessor the sum set forth in the Addendum ("Rent") until the Rent is increased as set forth in the Addendum. Rent shall be paid monthly in advance. Rent shall be paid to Lessor at Lessor's address set forth in this Lease unless otherwise instructed in writing by Lessor.

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6. **Option Period.** Lessee Shall have an "Option Period" as defined in the Addendum during which it's agents, engineers, surveyors and other representatives can (i) enter upon the Property to inspect, examine, sample and conduct Lessee's engineering tests, soil test borings and other tests or studies of the Property, (ii) apply for and obtain all licenses and permits required for Lessee's Permitted Use, and (iii) otherwise to do those things on or off the Property that, in the sole opinion of Lessee, are necessary to determine the physical condition of the Property, the environmental history of the Property, Lessor's title to the Property and the feasibility or suitability of the Leased Premises for Lessee's Permitted Use (collectively, "Due Diligence"). All work associated with Lessee's Due Diligence shall be performed in accordance with any laws, statutes, rules, or regulations that may be applicable to such work. Lessor agrees to reasonably cooperate, at Lessee's expense, with Lessee's Due Diligence (including, without limitation, Lessee's efforts to obtain any required approvals). Lessee shall be responsible for any and all costs of performing such Due Diligence; however, Lessee shall not be liable to Lessor or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Lessee's Due Diligence. The Initial Due Diligence Period shall be extended automatically as set forth in the Addendum (the "Extension"), unless Lessee delivers written notice of its intention not to renew the Initial Due Diligence Period at least 30 days prior to the expiration of the Initial Due Diligence Period. In consideration of such Extension, Lessee shall pay Lessor a non-refundable Option Fee. The Initial Due Diligence and the Extension shall sometimes hereinafter be referred to as the Option Diligence Period. If prior to the expiration of the Initial Option Period or the Extension as applicable, Lessee in its sole discretion determines that the Leased Premises is not suitable for any reason, Lessee may terminate this Lease upon written notice to Lessor. Thereafter, Lessor shall retain the Option Fee (if applicable) as consideration for Lessee's right to terminate and neither Lessee nor Lessor shall have any further liability under this Lease except as otherwise provided in this Lease.

7. **Easements.** As part of the Leased Premises, Lessor hereby grants to Lessee, its employees, agents, contractors, sublessees, licensees, successors and assigns, during the Term, (i) those easements benefitting the Leased Premises for pedestrian and vehicular access ("Access Easement"), (ii) those easements for the installation, maintenance and replacement of utilities, wiring, cables, guy wires and anchors (if any), guy enclosure (if any) and other conduits serving the Leased Premises and Facilities, including the right to clear underbrush or vegetation interfering with the use of those easements ("Utility Easement"), (iii) temporary construction easements to use such portions of the Property as may be reasonably necessary from time to time for the storage of materials and staging of construction ("Construction Easement") and (iv) those easements over any portions of the Property for landscaping, tree preservation or other purposes which are required as conditions of any permits or approvals by any locality or other governmental body ("Landscape Easement"), all as described in **Exhibit B** to the Addendum (collectively, the "Easements"). Lessee shall have the right, at Lessee's sole cost, to improve the Access Easement to enable vehicular access. Lessor shall cooperate with Lessee and/or the public utility in connection with Lessee's efforts to obtain utility service for the Leased Premises and Facilities and shall, if requested by Lessee or the public utility, at no additional cost, execute such documents necessary, in the public utility's sole discretion, to authorize the public utility to perform any work in connection with the installation, maintenance and replacement of utility service for the Leased Premises and/or Facilities. In addition, Lessor shall execute documents that grant any of the Easements described in this Section 7 directly to the public utility. If, for any reason, any of the Easements shall, during the Term, prove inadequate to provide Lessee, its employees, agents, contractors, sublessees, licensees, successors and assigns and/or the public utility with the aforementioned rights and access, such easement shall be relocated to such other portions of the Property, as selected by Lessee and approved by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed, to enable Lessee, its employees, agents, contractors, sublessees, licensees, successors and assigns and/or the public utility to have and enjoy the aforementioned rights and access. It is further understood that the utility easement and the access easement shall run within the same 30 ft easement area.

8. **Improvements; Utilities; Access.**

(a) Lessee shall have the right to construct, maintain and operate the Facilities, as well as the right to modify, supplement, replace, relocate or remove the same and to install new equipment owned by other communications users within the Leased Premises and across the Easements. All work by Lessee shall be performed in compliance with applicable laws and ordinances. Lessee shall, at Lessee's expense, keep and maintain the Leased Premises in commercially reasonable condition and repair throughout the Term.

(b) Lessee shall, at Lessee's expense, have the right, but not the obligation, to meter separately and to install, maintain, improve, relocate and replace utilities within the Property (including, but not limited to, emergency power generators). Lessee shall pay directly to the utility or service company provider, promptly when due, the cost of all electric power, telephone or other utilities consumed by Lessee or the Facilities.

(c) Lessee shall be entitled to twenty-four (24) hour, seven (7) days per week access to the Leased Premises including the Easements, without notice to or additional charge by Lessor.

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9. Lessee's Property and Removal.

(a) All of the Facilities shall be and remain Lessee's personal property even though some or all of the same may be physically attached to the Property. Lessee shall be entitled to take and remove any or all of the Facilities from the Leased Premises at any time and Lessor hereby waives any and all lien rights it may have concerning any of such Facilities.

(b) Within one hundred eighty (180) days after expiration or earlier termination of this Lease, Lessee shall, at Lessee's expense, promptly remove the Facilities from the Leased Premises (including removal of the tower foundation to a point of two (2) feet below ground level) and shall restore the Leased Premises to substantially the condition existing prior to any installations by Lessee, except for ordinary wear and tear. Notwithstanding the other provisions of this Lease, the provisions of this paragraph shall survive the termination or expiration of this Lease.

10. Restrictive Covenants.

(a) Lessee shall have the exclusive right to install, operate and/or maintain a telecommunications facility on the leased area of the Property. Lessor will not allow any competing towers or uses on any Property Lessor owns within a five (5) mile radius of the leased area.

(b) Lessor further covenants, acknowledges and agrees that Lessor shall at no time construct nor permit or suffer construction of any building or other structure over seventy (70) feet in height that may obstruct the line of sight in any direction to or from Lessee's tower.

11. Assignment and Subletting.

(a) Lessee may, without Lessor's consent, assign or transfer this Lease and its rights hereunder, in whole or in part, to: (i) any subsidiary, affiliate or parent of Lessee; or (ii) any persons or business entity controlling, controlled by or under common control with Lessee or into which or with which Lessee is merged or consolidated; or (iii) any successor person or entity which purchases a majority or controlling interest in the ownership or assets of Lessee or any successor in interest of Lessee, or (iv) any other entity which purchases the tower. Lessee shall be relieved of any liability under this Lease from and after the date of any such assignment or transfer provided that, as a condition precedent to such release, the assignee or transferee agrees to assume the obligations of Lessee hereunder. Lessee may, without Lessor's consent, sublease or license all or any part of Lessee's interest in this Lease to one or more users at any time without Lessor's consent.

(b) Additionally, Lessee may mortgage and/or grant a security interest in the Facilities, the Leased Premises and/or this Lease, without Lessor's consent. Provided that Lessor has been given notice of the existence, identity and address of any such mortgagee or holder of a security interest (collectively or individually, "Mortgagee(s)"), Lessor agrees to provide the same with written notice of any default by Lessee (which notice shall be issued at the same time as notice to Lessee) and to give Mortgagee the same right to cure any default as Lessee, except that the cure period for such Mortgagee shall not be less than ten (10) days after receipt of the default notice. In conjunction with any mortgage and/or security interest, Lessee may assign this Lease and the Facilities to any such Mortgagee, including its successors or assigns, provided however, in the event that a Mortgagee elects to assume Lessee's rights under the Lease, such Mortgagee shall simultaneously assume and be bound by Lessee's obligations hereunder.

(c) Lessor may assign or transfer its interest in the Property and this Lease at any time provided however Lessor hereby covenants to give Lessee a 1st Right of Refusal to purchase the Leasehold parcel including any and all easements granted under this lease. Lessee shall have 30 days to respond to any such notice of intent to sell, or if Lessee elects not to purchase, Lessor will not assign, transfer or in any way demise any part of the Property except by deed or other agreement containing restrictive covenants that conform to the restrictions set forth in Section 10 of this Lease. Lessor shall be relieved of any liability under this Lease from and after the date of any such assignment or transfer provided that, as a condition precedent to such release, the assignee or transferee agrees to assume the obligations of Lessor hereunder. In the event of such assignment or transfer by Lessor and upon notice thereof from Lessor, Lessee shall thereafter make all payments due under this Lease to such assignee or transferee. Notwithstanding anything to the contrary in this Lease, Lessor covenants that it shall not at any time sell, assign, lease, transfer, or in any way demise, in whole or in part, its interest in the Property to any tower, telecommunications or wireless company nor shall Lessor assign, lease or transfer such Property to any entity for any Competing Use.

12. Termination. In addition to those rights elsewhere set forth in this Lease (including, without limitation, during the Due Diligence Period in accordance with Section 6), Lessee shall have the unilateral right to terminate this Lease upon three (3) months

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prior written notice (the "Notice Period"), without penalty. Said termination shall be effective upon termination of the Notice Period. Upon termination, all of the parties shall have no further obligations, except as otherwise provided in this Lease.

13. Default. In the event there is a default by Lessee with respect to the terms of this Lease, Lessor shall provide Lessee with written notice of the default. After Lessee's receipt of such notice, Lessee shall have ten (10) days to cure any monetary default and thirty (30) days to cure any non-monetary default. Notwithstanding the foregoing, if a non-monetary default is capable of being cured, but not within the thirty (30) day period, Lessee shall have such extended periods as may be required beyond the thirty (30) days if Lessee commences the cure within such thirty (30) day period and thereafter diligently pursues such cure to completion. Interference with the use of the Leased Premises resulting from the acts of any third party, an act of God or from other natural forces or war shall not be deemed a default of this Lease. Lessor may not maintain any action or effect any remedy against Lessee for default unless and until Lessee has failed to cure the same within the time periods provided in this Section.

14. Damage & Condemnation. Should all or any part of the Leased Premises or Facilities be (i) taken or condemned, either permanently or temporarily, for any purpose, (ii) sold to a condemning authority under threat of condemnation or to prevent taking, or (iii) materially damaged or destroyed by fire or other casualty, then this Lease shall be terminable by Lessee upon written notice to the Lessor given within 30 days from the date of such taking condemnation, sale, damage or destruction, which notice shall be effective as of the date of such taking, condemnation, sale, damage or destruction. In the event of condemnation or sale in lieu thereof, Lessor and Lessee shall each be entitled to pursue their own separate awards with respect to the same. In the event of damage or destruction, Lessor shall be entitled to collect all insurance proceeds for the Property, except the Leased Premises, and Lessee shall be entitled to collect all such proceeds for the Facilities and/or the Leased Premises.

15. Taxes. Upon not less than fifteen (15) days written notice, Lessee shall pay when due any personal property taxes assessed on, or any portion of any increase in real property taxes directly attributable to the Facilities. As a condition of Lessee's obligation to pay such tax increases or other fees as noted above, Lessor shall provide to Lessee reasonable supporting documentation from the appropriate authority evidencing the increase and how such increase is attributable to the Facilities. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge. Lessor shall pay when due all other taxes, fees and assessments attributable to the Property. If Lessor fails to timely pay any taxes, fees and assessments attributable to the Property, Lessee shall have the right, but not the obligation, to pay such taxes, fees and assessments on Lessor's behalf and at Lessor's sole expense, such expense to be deducted from the Rent. Notwithstanding the foregoing, Lessee shall not be responsible for the payment of any rollback taxes attributed to the Leased Premises or the Property.

16. Insurance. Lessee will procure and maintain commercial general liability insurance in an aggregate amount of \$1,000,000 with respect to Leased Premises and Lessee's use thereof. The insurance policy shall be updated and increased periodically (about every five years) to maintain equivalent protection as economic conditions warrant. Lessee shall identify Lessor as an additional insured on the policy.

17. Quiet Enjoyment and Warranties. Lessor covenants and warrants: (i) that it has good and marketable fee simple title to the Property and rights of access thereto, (ii) that Lessor has full right and authority to execute this Lease and that this Lease constitutes Lessor's legal, valid and binding obligation, (iii) that Lessee shall, during the Term hereof, have quiet enjoyment of the Leased Premises so long as Lessee is not in default hereof beyond any applicable cure period and (iv) that the Property is free and clear of any judgments and unrecorded covenants, restrictions, liens or mortgages which would interfere with Lessee's rights to or use of the Leased Premises.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and are effective ten (10) days after deposited in the U.S. mail, certified and postage prepaid, or upon delivery when personally delivered or sent via overnight delivery by a nationally recognized overnight delivery service. Notices to Lessor are to be sent to the address set forth in the Addendum. Notices to Lessee are to be sent to National Communication Towers, LLC, c/o Elliott M. Harrigan, P.O. Box 8502, Richmond, VA 23226. Either party may change the address for notice upon written notification to the other.

19. Indemnity. Each party shall indemnify and hold harmless the other party and its employees, agents, officers, directors, successors and assigns from and against any and all claims and demands for damages to property and injury to persons (including death) arising out of or caused by the acts or omissions of the indemnifying party, unless such damage or injury is due to the gross negligence or willful misconduct of the indemnified party or its agents. Notwithstanding anything to the contrary in this Section 19, under no circumstances shall the indemnifying party be liable for consequential damages. Notwithstanding the other provisions of this Lease, the indemnity obligations of this Section 19 shall survive the termination or expiration of this Lease.

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20. Estoppel Certificate. Upon not less than thirty (30) days prior written notice by either party, the other party shall execute, acknowledge and deliver to the requesting party a statement in writing (i) certifying that the Lease is unmodified and in full force and effect or, if modified, describing such modification(s), (ii) certifying that the requesting party is not in default of any of its obligations under the Lease, except as specified in such statement and (iii) setting forth the Rent then payable herein and the dates to which such Rent has been paid in advance, if any. The statement required in this Paragraph 19 shall be accurate and binding on the party executing the same and may be relied upon by any such person at whose insistence the same was prepared and/or delivered.

21. Environmental Provisions.

(a) For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, and any regulations promulgated thereto. For purposes of this Lease, the term "Environmental Laws" shall mean any and all local, state or Federal statutes, regulations or ordinances pertaining to the environment or natural resources.

(b) Each party hereby represents that (i) such party will not cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes on, under, about or within the Property, including the Leased Premises, in violation of any law or regulation. Lessor further represents, covenants and agrees that it has in the past conducted its activities on the Leased Premises and the Property in compliance with all applicable Environmental Laws and that the Leased Premises and the Property are free and clear of all Hazardous Substances as of the date of this Lease. Each party agrees to defend, indemnify and hold harmless the other against any and all loss or liabilities arising from any breach of any representation or agreement contained in this Section 20. The indemnifications contained in this Section specifically include costs incurred in connection with any investigation of site conditions or any cleanup remedial, removal or restoration work required by any governmental authority.

(c) Notwithstanding other provisions in this Lease, the provisions of this Section will survive the expiration or termination of this Lease and Lessee shall have the right to summarily terminate this Lease, without giving the notice required under Section 12, in the event of default by Lessor under this Section.

22. Arbitration and Attorneys Fees. Any claim, dispute or controversy arising out of this Lease shall be resolved by binding arbitration submitted to the American Arbitration Association and heard by a panel of three arbitrators (one arbitrator being picked by Lessor, one by Lessee and one mutually agreed upon by the first two arbitrators). The arbitration shall be in Richmond, Virginia. The arbitrators shall be bound by the law and settled principles of equity and shall be without authority to award punitive damages. Any decisions shall comply with the statutory and common law as applicable. The prevailing party will be entitled to reasonable attorneys' fees and other reasonable enforcement costs and expenses in addition to any other relief to which such prevailing party may be entitled.

23. Recordation. Lessor acknowledges that Lessee intends to record a Memorandum of Lease (containing a description of the Leased Premises and any Easements) with the appropriate recording officer in substantially the form annexed hereto as **Exhibit C** to the Addendum. Lessor agrees to promptly execute such Memorandum of Lease upon Lessee's request. In addition, Lessor agrees to cooperate with Lessee in executing any other documents necessary to protect Lessee's rights under this Lease, including without limitation, an easement agreement.

24. Mortgages. At Lessor's option, this Lease shall be subordinate to any mortgage by Lessor which may now or hereafter affect all of the Property including the Leased Premises, provided that any such mortgage shall recognize the validity of this Lease in the event of foreclosure of Lessor's interest and also recognize Lessee's right to remain in possession and have access to the Leased Premises. Lessee shall execute whatever instruments may reasonably be required to evidence this subordination clause and upon receipt thereof, Lessee shall agree to attorn to such holder, without changing any of the terms herein contained. In the event that the Leased Premises is encumbered by a mortgage, Lessor shall obtain and furnish to Lessee a fully executed non-disturbance and attornment agreement acceptable to Lessee for each such mortgage in recordable form.

25. Entire Agreement. Lessor and Lessee hereby acknowledge and agree that this Lease is the complete and exclusive expression of their agreements regarding the matters contemplated herein, and all prior agreements, statements, and representations, whether written or oral, which relate in any way to the matters contemplated herein are hereby superseded and shall be given no force and effect, and that no promise, inducement, or representation has been made to either of them which relates in any way to this Lease,

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other than which is expressly stated in this Lease. This Lease may not be changed, modified or amended except by written instrument signed by both parties hereto.

26. **Governing Law.** This Lease shall be governed by the laws of the Commonwealth of Virginia, excluding its laws relating to choice of law.

27. **Counterparts.** This Lease may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

28. **Miscellaneous.** (a) This Lease shall run with the Property and shall be binding upon and inure to the benefit of the parties, their heirs, executors, successors and assigns. (b) Captions are for convenience of reference only and shall not be used for interpreting the provisions of this Lease. (c) If any provision hereof is invalid or unenforceable with respect to any party, the remainder hereof or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. (d) There shall be no third party beneficiaries of this Lease. (e) Either party hereto that is represented in this transaction by a broker, agent or commissioned salesperson shall be fully and exclusively responsible for the payment of any compensation owing to such representative and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by the same. (f) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably delay, condition, or withhold its approval or consent. (g) In the event of default of this Lease by Lessor, in addition to exercising any other rights or remedies available hereunder or under applicable law, Lessee shall be entitled specific performance of this Lease by Lessor. (h) Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

29. **Non-Binding until Fully Executed.** This Lease is not and shall not be binding on either party until and unless it is fully executed by both parties.

[Signatures begin on following page.]

Scottsville Post #8169, V.F.W.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned Lessor and Lessee execute this Lease under seal the day and year written below.

LESSOR:

Eugene D. Farish
Senior Vice Commander
Scottsville Post #8169, Veterans of Foreign Wars
Mailing Address: 2977 West River Road, Scottsville, VA 24590

By: Eugene D. Farish
Name: Eugene D. Farish
Date: 9/17/10

Attest: _____
Name: _____
Date: _____

LESSEE
NATIONAL COMMUNICATION TOWERS, LLC

By: Elliott M. Harrigan (SEAL)
Name: Elliott M. Harrigan
Title: President
Address: P.O. Box 8502
Richmond, VA 23226

Attest: Justine Berzowski
Name: JUSTINE BERZOWSKI
Date: 9/22/2010

Date: 9/22/2010

Scottsville Post #8169, V.F.W.

ADDENDUM

PROPERTY ADDRESS: 2977 West River Road, Scottsville VA 24590 ("Site")

LESSOR'S NAME: Scottsville Post #8169, Veterans of Foreign Wars ("Lessor")

LEASE DATE: 9-22, 2010

THIS ADDENDUM ("Addendum") attached to, amending and supplementing the Ground Lease Agreement ("Lease") made this day of 9-22 2010, by and between Scottsville Post #8169, Veterans of Foreign Wars ("Lessor") and National Communication Towers, LLC ("Lessee"), supplements and amends the Lease made between the parties.

In the event of any conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall control. Except as may be provided herein, all terms defined in the Lease and used herein shall have the meaning provided to them in the Lease.

1. Property. The Property is located in Fluvanna County, VA and identified as Tax Parcel 47-A-10.
2. Term. The Initial Term, referenced in Section 4(a) of the lease, shall run five (5) lease years after the Lease Commencement Date. The Renewal Terms, referenced in Section 4(b) of the lease, shall be as follows: The Lease shall be automatically extended for up to eighteen (18) successive five (5) year periods.
3. Rent. The Rent, referenced in Section 5 of the Lease, is _____ per year, payable in equal monthly installments of _____, which amount shall be increased by Fifteen Percent (15% in lease year six, and thereafter Rent shall increase Fifteen Percent (15%) upon the commencement of each subsequent Renewal Term.
4. Option Period. The Initial Option Period, referenced in Section 6 of the Lease, is twelve (12) months commencing upon 9-22-10, 2010. The rent for this Option Period will be a non-refundable amount of _____. Each Extension referenced in Section 6 of the Lease, shall be an additional twelve (12) month period by paying an additional non-refundable amount of _____ each. Lessee shall have the right to extend the Option Period for up to two (2) Extension(s).
5. Notices. Notices to Lessor, as referenced in Section 18 of the Lease, are to sent to Eugene D. Farish, Scottsville Post#8169, 2977 West River Road, Scottsville, VA 24590.
6. Additional Terms. In addition to those terms set forth in the Lease and above, the parties agree as follows:

7. The following exhibits, referenced in the Lease, are attached hereto and incorporated herein:

EXHIBIT A - DESCRIPTION OF PROPERTY

EXHIBIT B - DESCRIPTION OF LEASED PREMISES

EXHIBIT C - MEMORANDUM OF LEASE

[See next page for signatures.]

Scottsville Post #8169, V.F.W.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned Lessor and Lessee execute this Addendum under seal the day and year written below.

LESSOR:

Eugene D. Farish
Senior Vice Commander
Scottsville Post #8169, Veterans of Foreign Wars
Mailing Address: 2977 West River Road, Scottsville, VA 24590

By: Eugene D. Farish
Name: Eugene D. Farish
Date: 9/17/10

Attest: _____
Name: _____
Date: _____

LESSEE:

NATIONAL COMMUNICATION TOWERS, LLC

By: Elliott M. Harrigan (SEAL)
Name: Elliott M. Harrigan
Title: President
Address: P.O. Box 8502
Richmond, VA 23226

Attest: Justine Benzowski
Name: JUSTINE BENZOWSKI
Date: 9/22/2010

Date: 9/22/2010

Scottsville Post #8169, V.F.W.

EXHIBIT A TO THE ADDENDUM

DESCRIPTION OF REAL PROPERTY

to the Agreement dated 9-22-10, 2010, by and between Scottsville Post #8169, Veterans of Foreign Wars, as Lessor, and National Communication Towers, LLC as Lessee.

The Property is described and/or depicted as follows:

Fluvanna County Tax Parcel 47-A-10

ALL that certain lot or parcel of land, lying and being situate in Cunningham Magisterial District, Fluvanna County, Virginia, about 3 miles east of Scottsville, on the north side of and adjoining Virginia Primary Highway #6, containing 2.5 acres, more or less, and more fully described as follows: beginning at a concrete marker on Highway #6 on corner with the property of V.F.W. thence proceeding in an easterly direction with said Highway #6 for a distance of 330 feet to a concrete marker on a new corner on line with the property of Sipe; thence proceeding in a northerly direction on line with the property of the said Sipe for a distance of 330 feet to a concrete marker; thence proceeding in a westerly direction with the line of Sipe for a distance of 330 feet to a concrete marker on line with the property of the V.F.W.; thence proceeding in a southerly direction for a distance of 330 feet with the line of the V.F.W. to the point of beginning:

AND BEING the property conveyed unto Scottsville Post #8169, by deed from John J. Glass and Bertie E. Glass, dated January 21, 1964 and recorded in the Clerk's Office of the Circuit Court of Fluvanna County in Deed Book 64 page 142.

AND

ALL that certain tract or parcel of land, lying and being in the Cunningham Magisterial District of Fluvanna County, Virginia, fronting 132 feet on the North side of Virginia State Highway #6 and running thence in a northerly direction between parallel lines 328 feet, bounded by said Highway on the South, by the lands of Lindsay Ragland on the West, and by the lands of J.J. Glass on the North and East, containing 1 acre, more or less.

AND BEING the property conveyed unto Scottsville Post #8169 Veterans of Foreign Wars, by deed form J.J. Glass and Roselie M. Glass, dated December 4, 1948 and recorded in the said Clerk's Office in Deed Book 48 page 22.

Scottsville Post #8169, V.F.W.

EXHIBIT B TO THE ADDENDUM

DESCRIPTION OF THE LEASED PREMISES

to the Agreement dated 9-22, 2010, by and between Scottsville Post #8169, Veterans of Foreign Wars, as Lessor, and National Communication Towers, LLC as Lessee.

The Leased Premises (including the Easements) are described and/or depicted as attached hereto.

A 125' X 125' area containing 15,625 square feet ("Lease Area") located on Fluvanna Tax Parcel 47-A-10 on the North side of Virginia State Highway #6, along with a 30' ingress/egress, utility easement from Virginia State Highway #6 to the "Lease Area".

(See The Attached Aerial - To Be Replaced By Survey)

Scottsville Post #8169, V.F.W.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR: Eugene D. Farish
Senior Vice Commander
Scottsville Post #8169, Veterans of Foreign Wars
Mailing Address: 2977 West River Road, Scottsville, VA 24590

National Communication Towers, LLC
a Virginia limited liability company

By: Eugene D. Farish
Name: Eugene D. Farish

By: Elliott M. Harrigan
Name: Elliott M. Harrigan
Title: President

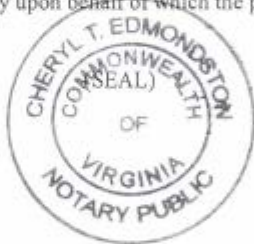
Date: 9/17/10

Date: 9.22.2010

STATE OF Virginia
COUNTY OF Appomattox

On 9/17/2010, before me, Cheryl T. Edmondston, Notary Public, personally appeared Eugene D. Farish personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature of the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
Cheryl T. Edmondston #307605
Notary
My Commission expires: July 31, 2014



STATE OF Virginia
COUNTY OF Richmond
CITY Richmond

On 9/22/2010, before me, Justine M. Berzowski, Notary Public, personally appeared Elliott M. Harrigan, as President of National Communication Towers, LLC, a Virginia limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature of the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
Justine M. Berzowski
Notary
My Commission expires: June 30, 2013



Scottsville Post #8169, V.F.W.

EXHIBIT A TO MEMORANDUM OF LEASE
COMMUNICATIONS TOWER

DESCRIPTION OF REAL PROPERTY

to the Agreement dated 9-22, 2010, by and between Scottsville Post #8169, Veterans of Foreign Wars, as Lessor, and National Communication Towers, LLC as Lessee.

The Property is described and/or depicted as follows:

Fluvanna County Tax Parcel 47-A-10

ALL that certain lot or parcel of land, lying and being situate in Cunningham Magisterial District, Fluvanna County, Virginia, about 3 miles east of Scottsville, on the north side of and adjoining Virginia Primary Highway #6, containing 2.5 acres, more or less, and more fully described as follows: beginning at a concrete marker on Highway #6 on corner with the property of V.F.W. thence proceeding in an easterly direction with said Highway #6 for a distance of 330 feet to a concrete marker on a new corner on line with the property of Sipe; thence proceeding in a northerly direction on line with the property of the said Sipe for a distance of 330 feet to a concrete marker; thence proceeding in a westerly direction with the line of Sipe for a distance of 330 feet to a concrete marker on line with the property of the V.F.W.; thence proceeding in a southerly direction for a distance of 330 feet with the line of the V.F.W. to the point of beginning;

AND BEING the property conveyed unto Scottsville Post #8169, by deed from John J. Glass and Bertie E. Glass, dated January 21, 1964 and recorded in the Clerk's Office of the Circuit Court of Fluvanna County in Deed Book 64 page 142.

AND

ALL that certain tract or parcel of land, lying and being in the Cunningham Magisterial District of Fluvanna County, Virginia, fronting 132 feet on the North side of Virginia State Highway #6 and running thence in a northerly direction between parallel lines 328 feet, bounded by said Highway on the South, by the lands of Lindsay Ragland on the West, and by the lands of J.J. Glass on the North and East, containing 1 acre, more or less.

AND BEING the property conveyed unto Scottsville Post #8169 Veterans of Foreign Wars, by deed from J.J. Glass and Roselie M. Glass, dated December 4, 1948 and recorded in the said Clerk's Office in Deed Book 48 page 22.

Scottsville Post #8169, V.F.W.

EXHIBIT B TO THE MEMORANDUM OF LEASE
COMMUNICATIONS TOWER

DESCRIPTION OF THE LEASED PREMISES

to the Agreement dated 9-22, 2010, by and between Scottsville Post #8169, Veterans of Foreign Wars, as Lessor, and National Communication Towers, LLC as Lessee.

The Leased Premises (including the Easements) are described and/or depicted as attached hereto.

A 125' X 125' area containing 15,625 square feet ("Lease Area") located on Fluvanna Tax Parcel 47-A-10 on the North side of Virginia State Highway #6, along with a 30' ingress/egress, utility easement from Virginia State Highway #6 to the "Lease Area".

EXHIBIT B**DESCRIPTION OF PROPERTY**

to the Tower Site Agreement dated the ____ day of _____, 2016, by and between National Communication Towers, LLC, as Landlord, the County of Fluvanna, as Tenant.

Legal Description – Lease Parcel

BEGINNING at a point, said point being approximately 1.04 miles East of the intersection of the centerline of State Route No. 773 and the northern boundary of the right of way line of State Route No. 6, thence leaving the northern boundary of the right of way line of State Route No. 6 in a northwesterly direction along the centerline of a 30' Ingress/Egress and Utility Easement along a curve to the right having a radius of 140.00 feet, a delta angle of $75^{\circ}08'25''$ and an arc length of 183.60 feet to a point;

Thence N $05^{\circ}56'00''$ E 17.46 feet to a point, said point being the terminus of the centerline of the 30' Ingress/Egress and Utility Easement and the Actual Point and Place of Beginning of the Lease Parcel;

Thence continuing in a northwesterly direction the following five (5) courses and distances:

- 1) N $84^{\circ}04'00''$ W 62.50 feet to a point;
- 2) Thence N $05^{\circ}56'00''$ E 125.00 feet to a point;
- 3) Thence S $84^{\circ}04'00''$ E 125.00 feet to a point;
- 4) Thence S $05^{\circ}56'00''$ W 125.00 feet to a point;
- 5) Thence N $84^{\circ}04'00''$ W 62.50 feet to a point, said point being the Point and Place of Beginning for the Lease Parcel, containing 0.3587 Acres, more or less.

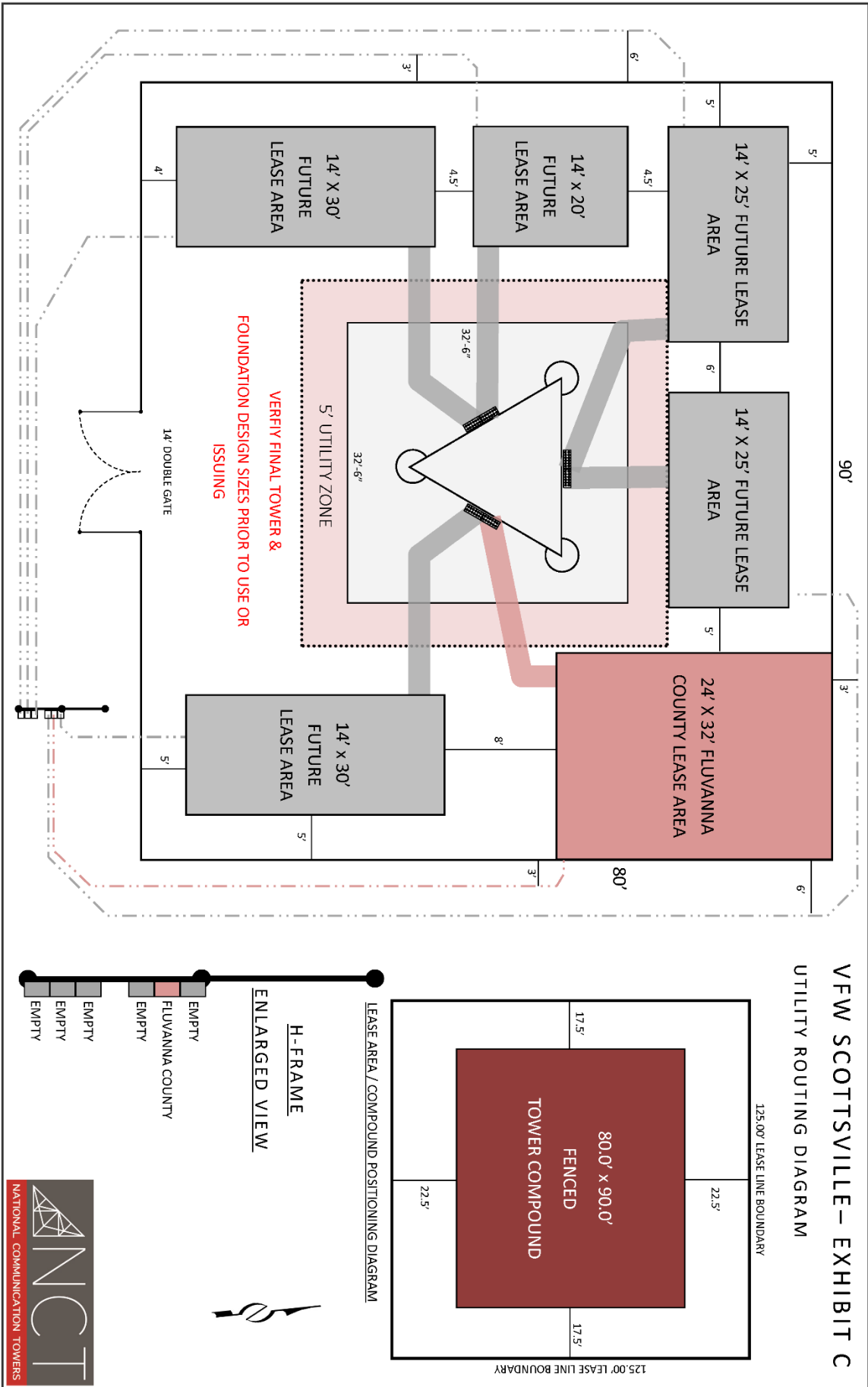
EXHIBIT C

DESCRIPTION OF TOWER SITE, TOWER SPACE AND GROUND SPACE

to the Tower Site Agreement dated the ___ day of _____, 2016, by and between National Communication Towers, LLC, as Landlord, and the County of Fluvanna, as Tenant.

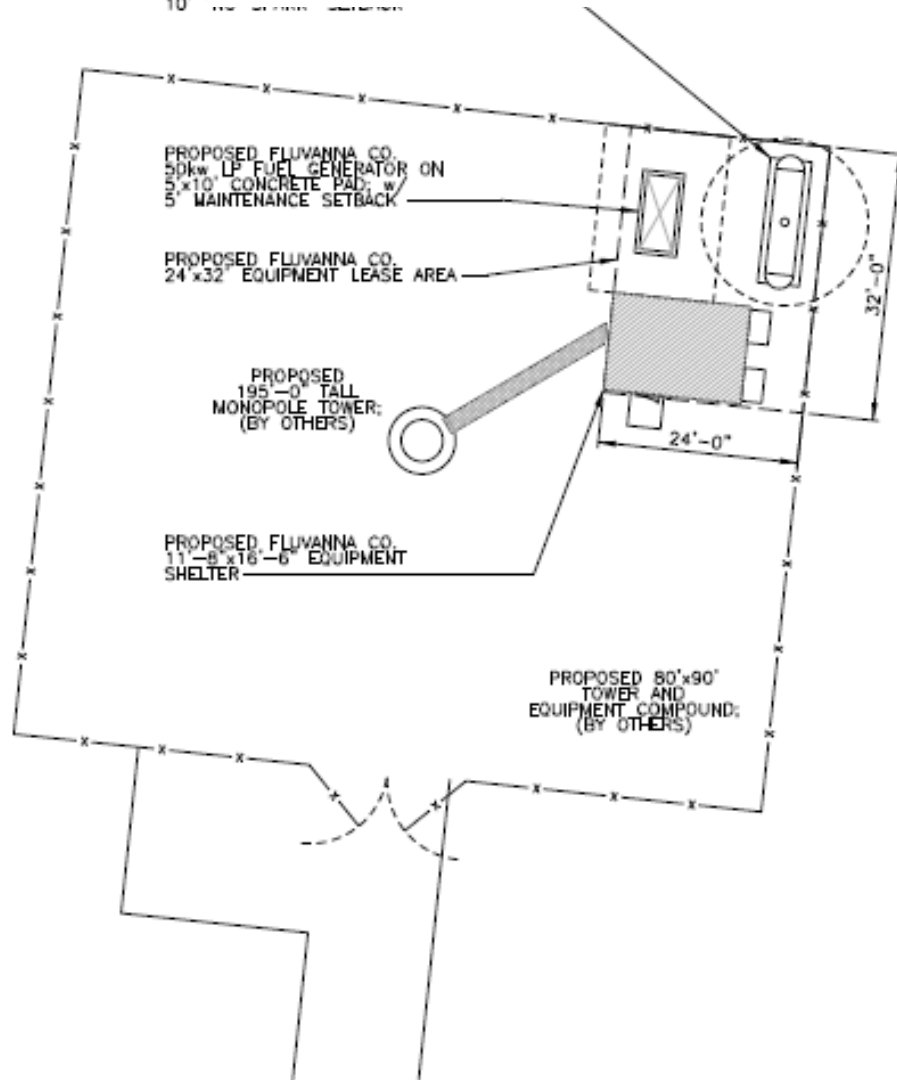
The location of the Tower and Ground Space is described and/or depicted as follows:

SEE ATTACHED



NOTE: Site sketch will be updated by the County prior to signature to replace the 195' monopole with the 250' lattice tower. This sketch shall reflect the location of ground ring and stoop easements.

PROF
1000
5'x11'
10'



2
SS1

PROPOSED SITE SKETCH

SCALE: 1" = 20'-0"

OPTION #2



PROJECT NAME :
VFW
2997 WEST RIVER RD,
SCOTTSVILLE, VA 24590

DATE : 03/24/2016
DRAWN BY : TNW
CHECKED BY :
KCI JOB NO. : 02159087F
99% LEASE EXHIBIT



EXHIBIT D

ANTENNAS AND OTHER EQUIPMENT

to the Tower Site Agreement dated the ___ day of _____, 2016, by and between National Communication Towers, LLC, as Landlord, and the County of Fluvanna, as Tenant.

SEE ATTACHED

NCT Site Name / ASR #

VFW / 1277628

Co-Locator

Ft. Sumner County

Latitude / Longitude

37° 47' 31.74" N 78° 26' 44.94" W

Co-Locator Site Name:

VFW

Site Address:

2977 West River Road, Scottsville, VA 24590

Leased Ground Space

24' x 32'

SUPPLY DATA SHEETS FOR ALL ANTENNAS / MOUNTS / LINES / GENERATOR / ETC.

Channels (list all)

TX Frequency (MHz)	TX BW (KHz)	Power	RX Frequency (MHz)	RX BW (KHz)
NA	NA	N/A	VHF-Freqs TBD	12.5 KHz

Rad Center

255.67' (CL of Whip)

200' (CL of Dish)

Antenna / Dish / Whip

Make, Model	Length (height) (in)	Width (in)	Depth (in)	Weight (lbs)	Quantity Leased	Mount Make/Model	Mount Face Dimensions	Mount Standoff Distance	Mount Weight (lbs)	Quantity Leased
Collinear	NA	NA	NA	NA	0	NA	NA	NA	NA	0
Andrew PAR6-59	76.3	76.3	17.9	154	0	MC_RM1550-3	6" x 6" x 29" Three Sides	2'	260	0
RF COL54-160	256	3" diameter	3" diameter	46.3	1	MC_RM1550-3 WITH 6' SIDE ARM	6" x 6" x 29" Three Sides	6'	260 + 110 SIDE ARM	0

Tower Mounted Amplifiers / Diplexers / RRH / RRU

Make, Model	Length (in)	Width (in)	Depth (in)	Weight (lbs)	Quantity Leased
NA	NA	NA	NA	NA	0

Tower Mounted Distribution Boxes / Squids

Make, Model	Length (in)	Width (in)	Depth (in)	Weight (lbs)	Quantity Leased
NA	NA	NA	NA	NA	0

Cables

Make and Model	Size (in)	Quantity Leased
Commscope AV45-50FX	7/8"	1
EUPEN EU-63 Waveguide	2"	1

Additional Information: Antenna request is for public safety 911 emergency services radio communications. Equipment will include one receive antenna as well as 2 microwave dish. Ground lease is for 1 1/2 X 16 Shelter ; 1- 50kw generator and 1-1000 gal propane tank. Generator will be mounted on a 10 X 5 Concrete Pad. **Bottom of RX antenna shall not extend below 245' AGL.**

Note: Amplifiers and duplexers will be mounted behind the antenna.

Tower Owner Approval:



Date: August 11, 2016

Carrier Approval:

Date:

PAGE INTENTIONALLY LEFT BLANK

EXHIBIT E

PRIOR USERS

to the Tower Site Agreement dated the ____ day of _____, 2016, by and between National Communication Towers, LLC, as Landlord, and the County of Fluvanna, as Tenant.

NONE

EXHIBIT F**TOWER SITE RULES AND REGULATIONS**

to the Tower Site Agreement dated the ___ day of _____, 2016, by and between National Communication Towers, LLC, as Landlord, and the County of Fluvanna, as Tenant.

TOWER SITE RULES AND REGULATIONS

- 1) Twenty-four-hour emergency contact numbers shall be posted on the equipment shelters. All other signs, advertisements, notices, etc. are prohibited on the Premises unless otherwise required and must comply with applicable law.
- 2) Equipment shall be installed in a neat and orderly manner. Tenant shall identify its Equipment with labels on all cabinets and shelters and identification tags on both ends of all transmission cables.
- 3) Each tenant, licensee or sublessee is required to remove all trash, dirt and debris from the Premises and maintain all Equipment installations in a neat and orderly manner.
- 4) Storage of additional Equipment, parts and materials on the premises is prohibited except as may be stored inside of the equipment shelter.
- 5) Children and animals are not permitted on the Premises at any time, except guide or service dogs as may be authorized by applicable law.
- 6) Smoking and alcoholic beverages are prohibited on the Premises.
- 7) Food and drink are prohibited in the equipment shelters.
- 8) Doors to the equipment shelters shall be kept closed at all times unless in use.
- 9) Each tenant, licensee and sublessee must report to Landlord any damage to any item of the Tower, structures or equipment that is observed by tenant, licensees or sublessee, whether or not caused by them.

EXHIBIT G

MEMORANDUM OF LEASE

to the Tower Site Agreement dated the ___ day of _____, 2016, by and between National Communication Towers, LLC, as Landlord, and the County of Fluvanna, as Tenant.

Upon Recording, Return to:

County of Fluvanna
Steven M. Nichols
County Administrator
132 Main Street,
Palmyra, VA 22963

(STATE OF VIRGINIA)

(COUNTY OF FLUVANNA)

Tax Map No.: 47-A-10

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made this ____ day of _____, 2016, between **NATIONAL COMMUNICATION TOWERS, LLC**, a Virginia limited liability company, with a mailing address of 5413 Patterson Avenue, Suite 101, Richmond, Virginia 23226-8502, hereinafter designated "Landlord" and the **COUNTY OF FLUVANNA** with its principal office located at 132 Main Street, Palmyra, VA 22963, hereinafter designated "Tenant". The Landlord and Tenant have entered into a Tower Site Agreement (hereinafter referred to as the "Lease") dated the ___ day of _____, 2016 whereby the Tenant leases certain ground space, tower space and has certain other rights as more specifically laid out in the Lease. The Landlord and Tenant are at times collectively referred to hereinafter as the "Parties". The Parties agree and acknowledge the following:

1. Landlord currently leases a parcel of land ("Land"), pursuant to a prime lease ("Prime Lease") with Scottsville Post #8169 ("Prime Lessor"), and which Land is described in more particularity on Exhibit A to the Prime Lease.

2. Landlord has executed an unrecorded Tower Site Agreement ("Lease") with Tenant, leasing a portion of the Land, comprised of an approximate 24' x 32' ("Ground Space"), and certain space on the Landlord's tower on the Land ("Tower Space") together with the non-exclusive right to use, subject to the terms, conditions, and covenants of the Lease, easements for cable runs from the Tower Space to the Ground Space, ingress and egress easements and utility service easements, said demised premises and right-of-way (hereinafter collectively referred to as the "Premises") for access being substantially as described herein in **Schedule B** attached hereto and made a part hereof. A copy of the unrecorded Lease of the Premises by Landlord to Tenant (the "Lease"), of which this is a memorandum, is on file in the offices of Landlord and Tenant.

3. The Parties acknowledge that the Lease has an initial term of twenty-five (25) years. The Lease may be extended for up to five (5) additional automatic five (5) year renewal terms. Thereafter the Lease will automatically renew for additional five (5) year terms until either party gives the other notice of its intention not to renew. The commencement date of the Lease is defined as upon the earlier of (i) the first day of the month following the date Landlord informs Tenant the Tower construction is complete enough for the Tenant to start construction or (ii) the first day of the month after the date Tenant commences construction or installation of its equipment at the Tower Site

4. The Parties acknowledge and agree that Tenant shall have the right to utilize the Premises without disturbance, subject to the terms of the Lease.

5. The terms, covenants and provisions of the Lease shall extend to and be binding upon the respective administrators, successors and assigns of Landlord and Tenant.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the following duly authorized Parties have caused this Memorandum to be duly executed:

LANDLORD:

NATIONAL COMMUNICATION TOWERS, LLC,
a Virginia limited liability company

By: _____ (SEAL)

Name: Elliott Harrigan

Title: President

DATE: _____

STATE OF VIRGINIA
CITY OF RICHMOND, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Elliott Harrigan, as President of National Communication Towers, LLC, on behalf of said company.

My commission expires: _____

My Registration Number: _____

Notary Public

TENANT:

County of Fluvanna

By: _____ (SEAL)

Name: Steven M. Nichols

Title: **COUNTY OF FLUVANNA**

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Steven M. Nichols, for the County of Fluvanna, Virginia.

My Commission Expires: _____

My Registration Number: _____

Notary Public

Schedule B

Legal Description – Lease Parcel

BEGINNING at a point, said point being approximately 1.04 miles East of the intersection of the centerline of State Route No. 773 and the northern boundary of the right of way line of State Route No. 6, thence leaving the northern boundary of the right of way line of State Route No. 6 in a northwesterly direction along the centerline of a 30' Ingress/Egress and Utility Easement along a curve to the right having a radius of 140.00 feet, a delta angle of $75^{\circ}08'25''$ and an arc length of 183.60 feet to a point;

Thence $N 05^{\circ}56'00'' E$ 17.46 feet to a point, said point being the terminus of the centerline of the 30' Ingress/Egress and Utility Easement and the Actual Point and Place of Beginning of the Lease Parcel;

Thence continuing in a northwesterly direction the following five (5) courses and distances:

- 1) $N 84^{\circ}04'00'' W$ 62.50 feet to a point;
- 2) Thence $N 05^{\circ}56'00'' E$ 125.00 feet to a point;
- 3) Thence $S 84^{\circ}04'00'' E$ 125.00 feet to a point;
- 4) Thence $S 05^{\circ}56'00'' W$ 125.00 feet to a point;
- 5) Thence $N 84^{\circ}04'00'' W$ 62.50 feet to a point, said point being the Point and Place of Beginning for the Lease Parcel, containing 0.3587 Acres, more or less.

APPENDIX H

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:

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

MEETING DATE:	9/7/16																			
AGENDA TITLE:	Financial Advisor Contract																			
MOTION(s):	I move the Board of Supervisors approve the contract between Fluvanna County and Raymond, James & Associates, Inc. to provide on-call financial advisory services as needed by the County, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.																			
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):																	
		X																		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other															
		XX																		
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer																			
PRESENTER(S):	Cyndi Toler, Purchasing Officer																			
RECOMMENDATION:	Approve																			
TIMING:	Routine																			
DISCUSSION:	<p>An RFP was issued on August 1 for a new Financial Advisor for the county as the prior contract expired. The RFP closed on August 15. Raymond, James & Associates where the only firm to submit a proposal. After a review of the proposal, the county history with this firm, and rate comparisons with other entities using this firm, it was determined that the negotiated rate is fair and reasonable. We are electing to move forward, rather than issue a new RFP and possibly have the same outcome. The negotiated hourly rates are as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th align="center">Proposed</th> <th align="center">Final</th> </tr> </thead> <tbody> <tr> <td>Managing Director:</td> <td align="center">\$350.00</td> <td align="center">\$325.00</td> </tr> <tr> <td>Senior Vice President:</td> <td align="center">\$300.00</td> <td align="center">\$275.00</td> </tr> <tr> <td>Vice President:</td> <td align="center">\$250.00</td> <td align="center">\$225.00</td> </tr> <tr> <td>Associate / Analyst:</td> <td align="center">\$160.00</td> <td align="center">\$160.00</td> </tr> </tbody> </table>						Proposed	Final	Managing Director:	\$350.00	\$325.00	Senior Vice President:	\$300.00	\$275.00	Vice President:	\$250.00	\$225.00	Associate / Analyst:	\$160.00	\$160.00
	Proposed	Final																		
Managing Director:	\$350.00	\$325.00																		
Senior Vice President:	\$300.00	\$275.00																		
Vice President:	\$250.00	\$225.00																		
Associate / Analyst:	\$160.00	\$160.00																		
FISCAL IMPACT:	None, every fiscal year has an amount budgeted for financial advisory services.																			
POLICY IMPACT:	N/A																			
LEGISLATIVE HISTORY:	N/A																			
ENCLOSURES:	Contract and exhibits																			
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other															
	X	X	X																	

**COUNTY OF FLUVANNA, VIRGINIA
AND RAYMOND, JAMES & ASSOCIATES, INC.
ADVISORY SERVICES CONTRACT**

This **ADVISORY SERVICES CONTRACT** (collectively with all exhibits hereto, the “Contract”) dated this ____ day of _____, 2016 is between the **COUNTY OF FLUVANNA** (the “County”), a political subdivision of the Commonwealth of Virginia, and **RAYMOND, JAMES & ASSOCIATES, INC.** (“Advisor”), a Florida corporation authorized to transact business in Virginia, and is binding among and between these parties as of the date of the County’s signature.

WHEREAS, the County wishes to hire the Advisor to serve as its municipal advisor and financial advisor in accordance with the provisions of this Contract and the Advisor, through its Public Finance/Debt Investment Banking Department, is engaged in the business of providing, and is authorized under applicable Federal and State law and applicable regulatory rules to provide advisory Services to the County as provided herein;

WHEREAS, the County desires to engage Advisor’s professional assistance related to general financial advice, counsel and associated Services related to the development of the County’s financing plans and guidelines and to the issuance of bonds or notes as may hereafter be authorized by the County; and

WHEREAS, the Advisor represents that it is duly authorized and qualified to provide the aforesaid Services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE, EXHIBITS, PROGRAM MANAGER

The Advisor shall provide on-call advisory Services from time to time as needed by the County so as to meet or exceed the requirements of: (i) the Request for Proposals, Advisory Services issued August 1, 2016, RFP Number 2016-06, (the “**RFP**”), which RFP is attached hereto as **Exhibit 1** and incorporated herein by reference and made a material part of this Contract; (ii) the Advisor’s Proposal in response to the RFP dated August 15, 2016 (the “Initial Proposal”), which Initial Proposal is attached hereto as **Exhibit 2** and incorporated herein by reference and made a material part of this Contract; and (iii) the Advisor's revision to its proposed fees dated August 18, 2016 (the “Fee Revision”), which Fee Revision is attached hereto as **Exhibit 3** and incorporated herein by reference and made a material part of this Contract. Exhibit 2 as revised by Exhibit 3 described herein, shall be referred to herein collectively as the “Proposal”. The Advisor’s General Terms are attached hereto and incorporated herein by reference as **Exhibit 4**. The Advisor’s required disclosures are attached hereto and incorporated herein by reference as **Exhibit 5**.

The County Finance Director shall serve as program administrator for this project and will be the local government point of contact for this program.

ARTICLE II. SCOPE OF SERVICES

As required by the County, the Advisor will provide to the County general financial advice, counsel and associated Services related to the development of the County's financing plans and guidelines and to the issuance of bonds or notes as may hereafter be authorized by the County. The level of effort/participation will vary from task to task. In all events, the Advisor's Services shall be performed as expeditiously as possible and consistent with generally accepted standards for the provision of professional Advisory Services to local governments in Virginia. It is anticipated that the range of Services will include, but not necessarily be limited to, the following: the Services, as defined below.

The on-call Advisory Services, work, materials and other provisions and requirements of the RFP, including, but not limited to, Section 1.3 "Scope of Services" of the RFP, and Proposal are hereinafter collectively referred to as the "**Services**". Sections 1.1, 1.2, 1.3, 1.3 and 1.4 of the RFP, the Proposal, and the County's General Terms, Conditions and Instructions to Bidders and Contractors, being pages 10 to 36 of the RFP (the "General Terms") set out in detail the Services including the requirements and obligations of Advisor related to performing the Services. The Services must be furnished by Advisor so as to meet or exceed all applicable industry standards.

The extent and character of the work to be done by the Advisor shall be subject to the general control and approval of the County Administrator or his authorized representative. The Advisor shall not comply with requests and/or orders issued by others than the County Administrator or representative acting with his authority for the County.

ARTICLE III. COMPENSATION

A. Advisory Services – Hourly

For Services rendered on behalf of the County as outlined in ARTICLE II, other than Services provided in connection with a specific financing transaction considered to be transaction-related Services as described in Exhibit 3, which shall be compensated as set forth in ARTICLE III.B below, the Advisor will be compensated on an hourly basis for successfully executed deliverables. Prior to the Advisor commencing work on deliverables, the County will outline the scope of work to be performed (the "Task") and then will be provided an estimated range of cost by the Advisor. The Advisor will bill the County upon completion of each Task according to the hourly rate structure set forth in Exhibit 3 hereto. The County will not be required to pay an annual retainer or any upfront fees. Upon request by the County from time to time, the Advisor will provide the County with a statement of fees incurred to date in connection with any Task. Estimates for each Task shall be submitted to the County in writing. The Advisor shall notify the County in writing when the fees for any on-going Task exceed the estimated fee.

For performance of any Services hereunder hourly rates shall be billed based upon the revised rates as set forth in the Fee Revision, being Exhibit 3 hereto, and such hourly rates are:

Managing Director:	\$325
Senior Vice President:	\$275
Vice President:	\$225
Associate / Analyst:	\$160

Advisor agrees to bill in increments of 1/10 of an hour. The minimum charge shall be 1/10 of an hour.

By separate written Contract the Advisor and County may agree that the fee for any Task where Services are to be billed by the hour is subject to a not to exceed amount. If the actual total hourly billing as well as all costs and expenses of any kind payable by the County are less than the not to exceed amount, then the County shall owe only the lower amount.

The County agrees to promptly pay the Advisor the fees described above, within forty-five (45) days of receiving a proper invoice from the Advisor. Any payments shall be made in accordance with Section 47 "Payment" of the General Terms, and in no event shall the Advisor be paid prior to the Completion Date of the Services and financing described herein. The date that all Services and work related to or necessary for completion of the Task and if applicable, and closing of the financing related to the Task, to the sole satisfaction of the County is the "Completion Date".

B. Transaction Related Services (i.e. Bonds and Notes)

With respect to Services provided in connection with a specific financing transaction, the County and the Advisor agree that the Advisor shall be compensated based upon a completion fee to be determined by the County and the Advisor in a writing signed by both parties at the commencement of the financing transaction. The Advisor will only be compensated for any issuance of bonds and/or notes upon successful completion and closing of such financing.

So that both parties will clearly understand when the transaction fee compensation basis begins, the Advisor and the County shall exchange written correspondence in which each acknowledges that (i) the bond issue transaction phase has begun, (ii) the amount of the transaction fee, and (iii) that the bonds are expected to be issued within an agreed upon span of time. The parties acknowledge that if any bonds are issued within that agreed upon span of time, the Advisor shall be entitled to the transaction fee as described the Chart in the Fee Revision, being Exhibit 3 hereto.

For Services related to the investment of Bond Proceeds, including Escrow Funds (Non-SLGS), Projects Funds, and Reserve Funds, fees shall be negotiated separately from the fee schedules above in a writing signed by both parties hereto prior to the start of any such Services.

Payments are due net forty-five (45) days after issuance of the bonds or on the Completion Date of any other transaction or Task.

C. Reimbursement for Out-of-Pocket Expenses

In accordance with Exhibit 3 and upon completion of each Task, the Advisor shall be entitled to receive reimbursement of reasonable and necessary out-of-pocket expenses incurred in the performance of such Task, including costs of overnight delivery, copying by third parties, travel and meals incurred in connection with the Services pertaining to this Contract, provided however that the County shall have no obligation to reimburse any cost for lodging, meals or travel incurred without the prior written approval of the County. The Advisor agrees to furnish to the County an invoice containing a detailed list of activities and associated costs for each expense item. Payments are due net forty-five (45) days after submission of the invoice to the County. Upon request by the County from time to time, the Advisor will provide the County with a statement of expense items incurred to date in connection with any Task. All proper actual costs and expenses incurred by the Advisor related to the performance of this Contract will be paid by the County without mark-up of any kind, except that no secretarial or administrative costs of any kind shall be charged to the County.

ARTICLE IV. DIRECT PERSONNEL EXPENSE

The Advisor represents that it has, or will secure at its own expense, all personnel required in performing the Services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the County. Further, all Services required hereunder shall be performed by the Advisor or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such Services. Principal personnel assigned to render service to the County shall be Dianne Klaiss, Senior Vice President. Any substitution shall require prior approval of the County, should the County in its sole discretion not approval of any substitution it shall have the right to terminate this Contract upon written notice to the Advisor.

ARTICLE V. GENERAL CONDITIONS

A. Term of Contract

This Contract shall be for a period of three years from the ___ day of September, 2016 to the ___ day of September, 2019 with an option for up to two (2) additional one (1) year renewals for a total contract length not to exceed (5) years ending the ___ day of September, 2021. Renewals shall be automatic unless cancelled in writing thirty (30) days prior to the effective date of any renewal. There shall be no change in rates at any renewal unless such change has been agreed to by the County in writing at least thirty (30) days prior to the effective date of such renewal. In any event no such change in rates shall exceed the percentage increase or decrease for the previous twelve (12) months in the Consumer Price Index as described in more detail in Section 1.4 of the RFP.

B. Termination of Contract

In the event of termination of this Contract under the General Terms, the Advisor will invoice the County for the advisory fee incurred to date in accordance with ARTICLE III.A, plus its reimbursable expenses as set forth in Article III.C, and any hourly transaction incurred to date in accordance with ARTICLE III.B. Unless the Advisor and the County agree otherwise in

writing, in the event that there is then pending any specific financing transaction for which a non-hourly transaction fee has been acknowledged under Article III.B, this Contract shall not terminate with respect to such specific financing transaction until the bonds have been issued, or the span of time within which the bonds are to be issued has expired without issuance of any bonds, and the Advisor has provided all Services in connection with such specific financing transaction. A termination under this section shall not waive any right or claim to damages which the County may have with respect to work performed prior to the date of termination.

C. Compliance with Local, State and Federal Rules, Regulations and Laws

The Advisor shall comply with all applicable local, state and federal rules, regulations, ordinances, laws, orders and codes as they pertain to this Agreement.

D. Interest of Members of the County

No members of the governing body of the County and no other official, employee or agent of the County who exercises any functions or responsibilities in connection with the carrying out of the Services to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

E. Findings Confidential

Unless otherwise required by law, all of the reports, studies, information, data, analysis, calculations, etc., given to the Advisor by the County and/or prepared or assembled by the Advisor under this Contract are confidential; and the Advisor agrees that same (other than information which is readily available from sources available to the general public) shall not be made available to any individual or organization without the prior written approval of the County in the County's sole discretion, unless disclosure of such information is required by law, rule or regulation or the valid order of a court or administrative agency of competent authority. The Advisor shall not publish or copyright the results of any Services performed pursuant to this Contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by the Advisor of its Services hereunder, without prior written approval of the County.

F. Prohibition Against Contingent Fees

The Advisor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Advisor, to solicit or secure this Contract, and that it has not paid nor agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Advisor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

G. No Agency Relationship

The Advisor is not the agent, sub-agent or representative of the County; and this Contract shall not make the County liable to any person, firm, corporation or other party who contracts

with or provides goods or Services to the Advisor in connection with the Services it has agreed to perform hereunder or otherwise for debts or claims accruing to such parties against the Advisor; and there is no contractual relationship, either express or implied, between the County and any other person, firm, corporation or other party supplying any work, labor, Services, goods or materials to the Advisor as a result of its Services to the County hereunder or otherwise.

H. Non-assignability

The Advisor may not assign, delegate, sublet or otherwise dispose (collectively hereinafter an “assignment”) of this Contract, or the Services to be performed hereunder, or the rights accruing thereto without the prior written consent of the County Administrator or his designee, as authorized by the Board of Supervisors of the County, in its sole discretion. Any assignment without such prior written consent shall be null and void, *ab initio*, provided however that, the bankruptcy, takeover or merger, outright purchase of a majority of the voting capital stock by another organization, or other change in ownership or status of the Advisor, or any assignment for the benefit of creditors shall fully obligate the newly formed organization, corporation or legal entity to fulfill all terms and conditions of this Contract.

I. Modification of Scope of Services

Modification in the scope of Services to be performed hereunder and compensation for same must have prior written approval from the County.

J. Assurance of County

The County agrees to cooperate fully, in good faith, with the Advisor in its fulfillment of the duties specified in this Contract. Without limiting the foregoing, the County shall make available to the Advisor any information the County possesses relevant to Services to be undertaken by the Advisor which may be lawfully provided to the Advisor, and to designate appropriate members of the County's staff for assistance to and/or consultation with the Advisor. The County reserves its rights of ownership to all material given to the Advisor by the County.

K. Headings

All headings and descriptive headings of paragraphs in this Contract are inserted for convenience only and shall not effect the construction or interpretation hereof.

L. General Terms

The County's General Terms, Conditions and Instructions to Bidders and Contractors, being pages 10 to 36 of the RFP (the “General Terms”) are incorporated herein by reference as material provisions of this Contract. The Advisor is referred to as “Contractor” in the attached Exhibit A. The Contactor's General Terms and Disclosures are attached hereto as Exhibit 4 and 5, respectively. Should there be a direct conflict between the provisions of this Contract and any exhibit hereto, the following shall control, in the order listed (i) provisions in the body of this Contract; (ii) the RFP; (iii) the General Terms; (iv) the Fee Revisions; (v) the Proposal; (vi) the

Advisor's General Terms; and (vii) the Disclosures.

M. Notices

The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this Contract:

COUNTY:

Steven M. Nichols
County Administrator
P.O. Box 540
Palmyra, VA 22963
And

Eric Dahl
Fluvanna County Finance Director
P.O. Box 540
Palmyra, VA 22963

ADVISOR:

Raymond, James & Associates, Inc.
ATTN: Diane C. Klaiss, Sr. Vice President
951 East Byrd Street
Richmond, Virginia 23219

The parties may amend such addresses by written notice to the opposite party at the given address.

N. Default

In case of default by the Advisor, in addition to any other legal or equitable remedies available to it, the County may terminate this Contract by written notice to the Advisor and/or may procure the applicable Services from other sources and hold the Advisor responsible for reasonable costs of completion incurred as a result of the Advisor's failure to perform.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, THE following duly authorized PARTIES HERETO HAVE DULY CAUSED THIS CONTRACT to be signed and sealed by their respective authorized officers as of the dates set forth below.

County:
Fluvanna County

Advisor:
RAYMOND, JAMES & ASSOCIATES,
INC.

By: _____
Mr. Steven Nichols, County Administrator

By: _____
Diane C. Klaiss, Sr Vice President,
Public Finance

Date: _____

Date: _____

Approved as to form:

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



**COUNTY OF FLUVANNA, VIRGINIA
REQUEST FOR PROPOSALS 2016-06**

Financial Advisory Services

Issue Date: August 1, 2016

Due Date: August 15, 2016

Time: 2:00 p.m.

RFP Number: 2016-06

Issuing Department: County of Fluvanna, VA
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

All proposals shall be turned in no later than 2:00 P.M. EST August 15, 2015 to Finance Office located at 132 Main Street, County Administration Building, Palmyra, Virginia 22963. If proposals are sent via a mailing service or hand delivered please address the proposals to the issuing department listed above. Any proposals that are submitted by e-mail, phone, or facsimile shall not be considered. Any proposals received after the deadline shall be deemed non-responsive and returned unopened. *It is the Offeror's sole responsibility to insure all information; including addendums are complete and delivered on time.*

Fluvanna County, a political subdivision of the Commonwealth of Virginia, hereinafter, "County", desires to obtain proposals from qualified firms in accordance with terms and conditions contained herein.

This Request for Proposal ("RFP" or "Request for Proposal") is consistent with and governed by the Virginia Public Procurement Act.

1.1 Purpose:

County desires to engage the services of a qualified firm, with a proven track record of providing successful municipal financial advisory services, to provide pertinent advice and

Exhibit 1

counsel to County concerning developments in the financial community in general and municipal finance in particular, to enable County to remain in the best possible financial posture.

1.2 Background:

Fluvanna County, also referred to herein as "the County" is located in Central Virginia at the foothills of the Blue Ridge Mountains. The County serves an area of 290 square miles with a population of approximately 26,000. The County Seat is located in the Town of Palmyra with its County Administration Building located at 132 Main Street. The County's fiscal year begins on July 1 and ends on June 30. The form of government is a Board of Supervisors/County Administrator and elected officials known as Constitutional Officers: Treasurer, Commissioner of Revenue, Sheriff, Commonwealth's Attorney, and Clerk of the Circuit Court.

The County's outstanding debt obligations as of June 30, 2015:

General Obligation School Bonds	\$89,055,645
Literary Fund Loan	2,168,958
Infrastructure and State Moral Oblig. Rev. Bond	3,520,000
Revenue Bonds	1,249,965
Capital Leases	638,273
Capital Lease (Effective 7/1/15)	6,594,545

The following projects are potential borrowing in the next one to two years:

1. Zion Crossroads Water and Sewer System;
2. County and Schools Energy Performance Contracting with ESCO's;
3. Public Safety Communications System/Cell Towers.

The County received their first formal public credit ratings in July 2008. Standard & Poor's provided a rating of AA- and Moody's provided a rating of A1. In 2010, Moody's provided a rating of Aa2 (recalibration of ratings under the Global Scale). In May 2014, Standard & Poor's raised its long-term rating on the County to AA. Comments received as part of the most recent rating were as follows:

- **Standard & Poor's:** The rating reflects our assessment of the following factors:
 - Strong economy within the Charlottesville metropolitan statistical area (MSA);
 - Strong management conditions with what we consider "good" financial policies and practices based on our Financial Management Assessment (FMA) methodology;
 - Very strong budgetary flexibility based on what we consider a very strong available fund balance;
 - Adequate budgetary performance due to annually recurring transfers to capital projects consistent with the county's improvement plans;
 - Very strong liquidity providing very strong cash levels to cover both debt service and expenditures;

Handwritten signature

- Weak debt and contingent liabilities position, which includes rapid amortization of principal and overall net debt at less than 3% of market value.
- **Moody's:** "Fluvanna County has a very high quality credit position, and its Aa2 rating is level with the US county median of Aa2. The rating reflects a robust financial position, and a healthy tax base with a favorable socioeconomic profile. It also takes into account a moderate pension liability with a weighty debt burden."

The County has an adopted debt policy, which establishes fiscally conservative parameters in how much outstanding debt the County and its residents should have, and a desired ceiling on annual debt service as well. The policy has the following thresholds:

	Policy	Actual
Ratio of Outstanding County Debt to Total Assessed Values	3.50%	3.00%
Annual Debt Service to General Fund Revenues	12.00%	16.50%

A copy of the County's financial policies and Comprehensive Annual Financial Report (CAFR) can be found on the County's website at <http://fluvannacounty.org/services/finance>.

1.3 Proposed Schedule of Implementation

Date	Schedule of Items
August 1, 2016	Issue Request for Proposals
August 15, 2016	Proposals Due Prior to 2:00 PM
August 18-23, 2016	Discussions with Selected Offerors
September 7, 2016	Recommendation and Award Contract

1.3 Scope of Services:

The level of effort/participation will vary from task to task, it is anticipated that the range of services will include, but not necessarily be limited to, the following:

A. General Services

1. Review capital projects contemplated by County and work with the County Administrator, and/or Finance Director, or other County officials as determined by the County Administrator in developing options, plans, and strategies for financing planned capital improvements, taking into consideration costs and effects that various alternatives have on County's financial standing.
2. Strategies to further enhance and maintain the County's Aa2/AA bond rating, including analysis and comparison of current bond rated localities, current peer group and steps necessary to achieve the higher rating.
3. Status of current and projected market conditions.
4. Financial and debt policies.
5. Long-term financial planning.

6. Compliance with the Securities and Exchange Commission's continuing disclosure requirements.
7. On-going advice concerning the County's outstanding financings including, but not limited to, identification of refunding options, and debt service reserve funds.

B. Specific Services

1. Develop necessary time schedules to assure that all work is initiated and completed in a timely manner including all work associated with the issuance of bonds and notes.
 - a. Advise County officials on bond sales climate and make recommendations with respect to whether sales of bonds should be competitive or negotiated.
 - b. Assist County staff in the selection of bond underwriting firms (the "Investment Banker") for the negotiated sale of bonds including the following;
 - Develop draft Request for Proposal (RFP);
 - Assist and participate in oral interview and selection process;
 - Upon selection, assist County staff and Bond Counsel in bringing an Investment Banker on board and up-to date in as timely a fashion as possible, so that County's ongoing process of issuing bonds will experience no delay or inconvenience.
 - c. Assist in the preparation and development of all bond documents, the presentation to the rating agencies, and the preparation, review, and printing of the Official Statement.
 - d. In the event of a competitive or negotiated sale of bonds, assist County in the sale of bonds to the Investment Banker including recommendations to County on timing of sales, specific bond purchase contract requirements, good faith deposit checks, bond maturities, interest rates, discount or premiums offered by the Investment Banker, and investments of bond proceeds resulting from the sale.
 - e. Assist the County Administrator or designee including but not limited to:
 - On request, attend Board of Supervisors meetings,
 - On request, provide staff training on financial mechanisms.
2. The extent and character of the work to be done by the firm shall be subject to the general control and approval of the County Administrator or his authorized representative. The firm shall not comply with requests and/or orders issued by others than the Administrator or representative acting with his authority for County.

C. Financing Strategies

1. The Offeror/Contractor shall provide the firm's opinion in assessing when the County should seek a stand-alone status or be part of multi-locality issuance for VPSA obligations or when referendum process for County general obligation bonds should be sought.
2. In addition, provide the firm's opinion on how the County can maximize funding through the State's Literary Loan Fund process.
3. The Offeror/Contractor shall provide the firm's opinion in assessing when the County should seek a stand-alone status or be part of multi-locality issuance for VRA

obligations or consider a negotiated or competitive bid process for underwriting services for water/sewer related financings.

1.4 Term of Contract:

The contract term shall be for a period of three (3) years with the option to renew for two (2) additional one (1) year periods upon mutual consent of the parties to the contract. Contract prices shall remain firm for the initial term of the contract.

For future contract periods, price increases shall be limited to the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, All Items for the most recently published twelve months as published by the U.S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.

1.5 Submission Requirements:

A. General Requirements

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and five (5) copies of each proposal must be submitted to the County. The Offeror shall make no other distribution of the proposal.

2. Proposal Preparation

A. 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. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

B. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

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 number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal shall contain a table of contents and a separate table which cross-references the RFP requirements to proposal paragraphs. 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. The Offeror's proposal should provide all the information, which it considers pertinent to its qualifications for the project and which respond to the Statement of Needs described.

D. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

B. Specific Proposal Requirements: Offerors are required to submit the following items as a complete proposal:

1. Information on the Offeror: Location of the Offeror(s) headquarters and nearest offices, applicable phone numbers, and information as to the size and organizational structure of the Offeror(s) company and its date of organization.
2. Financial Data: Offeror shall provide data verifying financial stability, such as annual reports, Dun and Bradstreet, or credit bureau ratings.
3. Understanding the County's Requirements: This section should confirm the Offeror's understanding of this RFP and the planned project. In addition, it should clearly outline the scope and objectives of the proposed assistance as it relates to the scope and objectives of the total project and the requested product deliverables.
4. Approach and Work plan
 - A. Offeror should describe the recommended approach and work plan regarding the assistance to be provided. The Offeror should clearly distinguish tasks that the Offeror will undertake as distinguished from those which are the responsibility of the Owner. Absence of this distinction will mean the Offeror is fully assuming responsibility for all tasks.
 - B. The proposal must address in depth the Offeror's plan to meet the requirements of each of the tasks and activities outlined in the Scope of Services of this RFP. The work plan must discuss the staffing level(s) required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project. The work plan also must include a task-by-task schedule of the time required to complete the project. The proposal should also discuss documentation and/or authorizations which will be required from the County, anticipated problem areas, proposed solutions to the problem areas, etc.
 - C. Work plan steps should be supported by the proposed hours the Offeror agrees to commit to assist the County plus the hours and resources required by the County's staff to assist. The Offeror should clearly specify who primary responsibility for each work plan element; the Offeror or the County's staff.
4. Management Plan and Timetable: Offeror should set forth estimates of response times to contacts from County staff or elected officials. This section should discuss the availability of staff for meetings and presentations either on the County's premises or at the Offeror's offices during both normal working hours and outside normal working hours. Normal working hours for County are 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays.
5. Project Team Qualifications and Experience

A. This section must include the qualifications of the staff the Offeror will assign to this project once selected. At a minimum, the proposal should:

- Designate a Project Manager
- Include the organization, functional discipline, and responsibility of project team members.
- Provide a complete resume or description of each team member's education, professional experience, length of time employed by the Offeror and/or a subcontractor

B. The personnel names in the proposal shall remain assigned to the project throughout the period of the contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval of the Owner.

C. The Offeror shall clearly state if it is proposing to subcontract any of the work herein. The names of subcontractors are to be provided and by proposing such firm(s) or individuals, the Offeror assumes full liability for the Subcontractor's performance.

6. Firm Experience and Capabilities

A. The purpose of this section is to provide the County with an overview description of the Offeror's commitment to the services set forth in this RFP and/or government clients in general. The Offeror should:

- Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
- Describe the Offeror(s) local office experience with similar projects.
- Indicate whether or not the Firm has an organized practice addressing the requested Scope of Services, who formally heads that practice and where that person is located.
- Describe any local office(s) that will service the County including size, services, area covered, and principal contact person.

B. Provide a minimum of three references that can attest to the Offeror's experience and qualifications, quality of work, timeliness and responsiveness to client needs. Include name, address, email address, contact person, and phone number for each reference. References shall have or had contracts with Offeror of size and scope specified in this RFP (within last two years).

7. Cost of Services

A. Include a statement of fees, including the method of determining fees, for general services and for specific services.

1. General obligation bond issuances;
2. Lease revenue bond issuance's through Fluvanna;
3. Stand-alone VPSA issuances, and;
4. Utility system revenue bonds.

- Please note if there is a maximum issuance amount where the fee is fixed. Also, discuss how the fee would be impacted or different for Bank Qualified or VRA.
- B. An allowance for travel and other costs directly related to this engagement will be reimbursed at actual cost supported by appropriate invoices. The proposal should include an estimate of the anticipated out-of-pocket expenses.
- C. Provide prices for other services, including a rating agency trip without a debt issuance.

Offerors are reminded that all fees shall remain fixed for the initial three-year contract term.

8. Proprietary Information/Exceptions

- A. Offeror shall submit, in a separate section of the proposal, any information considered by the Offeror to be trade secrets or proprietary information, as provided by Virginia Code § 2.2-4342(F), shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary. References may be made within the body of the proposal; to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.
- B. Offeror shall indicate any exceptions taken to the General or Special Terms and Conditions or to any part of the RFP.

1.6 Evaluation and Award

- A. A. Evaluation Committee: The County has established an Evaluation Committee that will first review each proposal for compliance with requirements, and then evaluate and rank each proposal in accordance with the criteria that follow.

Evaluation Criteria: The Evaluation Committee will use a scoring matrix that takes into account the following criteria to rank the proposals.

Qualifications and Experience	30 points
Portfolio of Services Offered	15 points
Proposed Marketing Approach	20 points
Proposed Price/Commission	25 points
References	10 points
Total:	100 points

B. Selection Process

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the RFP, including price if so stated in the RFP. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror, which in its opinion, has made the best proposal, and shall award the contract to that Offeror.

C. Award of Contract

- a. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, a contract shall be executed with that Offeror.
- b. The contract will commence on the day that the contract has been fully executed by authorized representatives of both parties.

GENERAL TERMS, CONDITIONS AND
INSTRUCTIONS TO BIDDERS AND
CONTRACTORS

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.

1. 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 there from 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 there from 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.

OFFEROR PRICE PROPOSAL SUBMITTAL FORM

All prices must be typed or written in ink.

A total cost 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 Offeror's entries in the proposal must be initialed by an authorized representative of the Fabricator. Photo-copied corrections will not be considered.

The undersigned agrees to perform the Scope of Work outlined in this Request for Proposal Bid Documents for the firm-fixed price of:

If Bidder or Offeror is an Entity:

If Bidder or Offeror is an Individual (sole proprietor):

Legal Name of Entity

Signature (SEAL)

By: _____ (SEAL)
Signature of Authorized Representative

Print Name: _____

Print Name: _____

Date: _____

Print Title: _____

Date: _____

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]

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
 SSN: _____ (If Vendor is a sole proprietor)

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:

By my signature below, I, as a duly authorized representative of the entity named below, certify the accuracy of the foregoing information:

 Legal Name of Entity if Applicable

Date: _____

By: _____ (SEAL)
 Signature of Authorized Representative

Print Name: _____

Print Title: _____

Vendor Certification (for a Sole Proprietor):

 Signature

Print Name: _____ Date: _____

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

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

Legal Name of Offeror/Bidder: _____

Date: _____

Authorized Signature: _____

Print or Type Name and Title: _____

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]

CERTIFICATE 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 proposal 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 proposal 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.).

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.

Respectfully submitted this _____ day of _____, 2015.

Legal Name of Entity

By: _____ (SEAL)
Signature of Authorized Representative

Print Name: _____

Print Title: _____

Date: _____

ACKNOWLEDGEMENT

State of _____
In the County/City of _____, to-wit:

The foregoing Certification of No Collusion was subscribed and sworn to before me by _____ (Print Name), _____ (Print Title) on behalf of _____ (Print Name of Entity) on this _____ day of _____ (month), _____ (year).

Notary Public

My commission expires: _____

Registration Number: _____

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]

OFFEROR STATEMENT

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

Complete if Offeror 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 Offeror 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 PROPOSAL SUBMISSION – [REQUIRED]

OFFER OF SERVICE

The undersigned hereby certifies that the City or has directly employed all individuals named herein and that the undersigned is not a member of the Board of Supervisors and hereby submits this proposal pursuant to such contract and plans, conditions, specifications and other documents as they may be amended from time to time.

Contract # _____

With BSA the following City workers are proposed:

Name of Worker _____
By _____ (SALE)
\$ _____
Rate _____
Rate _____

STATE OF _____
COUNTY OF _____

The foregoing contract was executed before me this _____ day of _____ (month) _____ (year) _____ (time)
at _____ (City/Town) _____ (State)

Notary Public

My commission expires _____
My registration number _____

I certify that the foregoing is a true and correct copy of the original contract.

(SALE)

Signature

STATE OF _____

COUNTY OF _____

The foregoing contract was executed before me this _____ day of _____ (month) _____ (year) _____ (time)
at _____ (City/Town) _____ (State)

Notary Public

My commission expires _____
My registration number _____

PLEASE RETURN THIS PAGE TO THE PROPOSAL COMMISSION - PROPOSAL

FLUVANNA COUNTY, VIRGINIA

FLUVANNA COUNTY, VIRGINIA



RESPONSE TO REQUEST FOR PROPOSALS 2016-06 FOR FINANCIAL ADVISOR SERVICES FOR FLUVANNA COUNTY, VIRGINIA

DUE DATE: AUGUST 15, 2016

RAYMOND JAMES®

Dianne C. Klaiss, Senior Vice President

Mid-Atlantic Public Finance

(561) 739-7909

Dianne.klaiss@raymondjames.com

August 15, 2016

Ms. Cyndi Toler, Purchasing Officer
County of Fluvanna
Finance Office
County Administration Building
132 Main Street
Palmyra, VA 22963

Dear Ms. Toler:

On behalf of Raymond James & Associates, Inc. ("Raymond James", "RJ" or "the Firm"), I am pleased to submit our response to the Request for Proposals for Financial Advisory Services (2016-06) issued by Fluvanna County (the "County"). As our proposal demonstrates, we believe that no other firm is as qualified or as committed to serve as the County's Financial Advisor as Raymond James. The following is a summary of our firm's unique qualifications:

- ✓ **COMMITMENT TO FLUVANNA COUNTY:** The continuation of our Financial Advisory relationship with Fluvanna County is extremely important to the Firm and we have assigned one of our most senior and experienced Virginia bankers to the engagement to reflect this commitment to the County. Dianne Klaiss has established an ongoing Financial Advisory relationship with the County and several other long-term Financial Advisory clients within the Commonwealth. Ms. Klaiss has provided day-to-day service to the County on several projects within the past few years, including the financing option analysis of the County's communications equipment, private placements, assistance with the Virginia Resources Authority ("VRA") and the Virginia Public School Authority ("VPSA") bond transactions. In addition, our proposed team includes Sean Ekiert, financial advisor to the James River Water Authority, whom the County has worked with to execute the Authority's inaugural financing.
- ✓ **EXPERIENCE AND AVAILABILITY OF PROFESSIONALS:** Raymond James is the only firm that is able to offer the County day-to-day service from senior professionals that have exceptional financial advisory experience but are not committed to serving dozens of other issuers. Our selective approach to providing advisory services, and our team approach to engagements, allows us to provide our clients with direct access to senior professionals as needed. In addition to her past role serving the County, Dianne Klaiss currently serves as the primary Financial Advisor to Hanover County, Pamunkey Regional Jail Authority, Roanoke County, Roanoke Valley Resources Authority and the Town of Altavista. She has also served in a similar capacity in the past for the cities of Charlottesville and Winchester. During the course of these engagements Ms. Klaiss has assisted issuers with virtually every type of municipal financing available to local governments in Virginia, as well as advising clients regarding credit ratings, financial policies, long-term capital planning, economic development opportunities, and countless other issues.
- ✓ **EXPERTISE IN ALL ASPECTS OF TRANSACTION EVALUATION AND EXECUTION:** The Raymond James team that would be available to serve the County has direct experience evaluating and executing the full spectrum of financing structures available to the County. This includes bonds issued via competitive or negotiated sale, as well as private placements, and through the various pooled financing programs (VPSA, VRA, etc.) available to the County. Our experience includes full faith and credit, subject to appropriation, and moral obligation commitments, as well as revenue bonds secured by water and sewer fees, storm water fees, tolls, special assessments, state and federal funding commitments, hotel taxes, and sales taxes, among others. The Firm's

recent experience with the Pamunkey Jail's Qualified Energy Conservation Note under the VirginiaSAVES program could be leveraged when the County undertakes its Energy Performance project. Additionally, our recent experience with the James River Water Authority could be valuable as the County undertakes its Zion Crossroads project as would be our experience with Roanoke County in 2008 when they undertook a financing for its Multi-generational Center which the County is considering in FY 19.

✓ **COMMITMENT TO PUBLIC FINANCE:** At a time when many investment banks have reduced or even eliminated their public finance divisions, Raymond James remains committed to serving the municipal markets. In fact, the acquisition of Morgan Keegan & Company, Inc. by Raymond James in 2012, and the addition of Sean Ekiert to the Firm's Richmond public finance office in 2013, underscores our commitment to serving issuers in Virginia. Consisting of more than 180 professionals in some 26 locations nationwide, our Public Finance platform provides the Richmond-based team that will serve the County with broad resources, information and analytics to ensure that the County receives the highest level of service.

✓ **THE RESOURCES OF A FULL-SERVICE MUNICIPAL BOND DEALER:** Raymond James is a leading underwriter of tax-exempt and taxable municipal securities in Virginia and nationally. This activity provides us with direct access to investors with real-time information regarding bond market conditions and trends – information that is not readily available to "independent" financial advisors that have never bought, sold or underwritten or has been subject to financial risk associated with municipal bonds. Under no circumstances does Raymond James seek to serve as an underwriter of securities issued by our advisory clients; however, we will use the information available to us as an underwriter to benefit those clients.

Raymond James has all of the required capabilities, resources, and skills to provide the County with the requested services most effectively, and we are prepared to commit our experience and knowledge to the County. We would welcome the opportunity to meet with the County to discuss our qualifications in person. If you have any questions about our proposal or credentials, please do not hesitate to contact us.

Respectfully submitted,



Dianne C. Klaiss
Senior Vice President

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1. Information on the Offeror: Location of the Offeror(s) headquarters and nearest offices, applicable phone numbers, and information as to the size and organizational structure of the Offeror(s) company and its date of organization.

Firm Overview

Raymond James Financial, Inc. is a diversified holding company providing financial services to individuals, corporations and municipalities through its subsidiary companies. Raymond James was founded in 1962 with the objective of providing a comprehensive range of investment opportunities, while maintaining a policy of professional integrity. Since its modest beginnings, the Firm is headquartered in St. Petersburg, Florida and has grown into one of the largest financial services firms in the United States. A public company since 1983, Raymond James is listed on the New York Stock Exchange under the symbol "RJF," and its shares are currently owned by more than 20,000 individual and institutional investors.

RAYMOND JAMES®

- 15,500 employees
- 6,700 retail brokers
- 2,700 locations internationally
- 2.6 million retail accounts
- \$500 billion managed assets
- 385 Fixed Income Traders, Salespeople and Strategists in 43 offices
- 24 Municipal Bond Salespeople
- #8 Senior Manager Nationally by volume in 2015
- 26 Public Finance offices

Public Finance Department

The Public Finance Department of Raymond James operates from 26 offices nationwide, supported by 43 fixed income sales and trading locations and six municipal underwriting desks. With 181 professionals, the Public Finance Department is one of the largest in the country. The Firm's Richmond office, opened by Morgan Keegan in 2000, serves as the headquarters for the Firm's public finance effort in the mid-Atlantic, and serves clients in Virginia, Maryland, North Carolina, West Virginia and the District of Columbia. The Richmond office is also the home office for specialists in housing finance and airport finance that serve clients nationwide. Following the acquisition of Morgan Keegan by Raymond James, the Firm's Fixed Income Capital Markets group, including public finance, is headquartered in Memphis, Tennessee (formerly the corporate headquarters of Morgan Keegan) and led by legacy Morgan Keegan professionals, ensuring a continuity of management and strategy for the Firm's mid-Atlantic team.

Within Virginia, Raymond James maintains a large presence with a high concentration of professionals located throughout the Commonwealth. Raymond James has 67 offices located in the Commonwealth of Virginia with 189 retail brokers and 9 public finance professionals. Raymond James has been one of the most active senior managers of negotiated municipal bonds in the Commonwealth of Virginia since opening its Richmond office in mid-2000. Over the last 15 years, we have senior managed 239 transactions with a total par value in excess of \$9.4 billion.

Raymond James in Virginia
 67 Offices
 10 Public Finance Professionals
 11 Fixed Income Sales
 64,557 Retail Accounts
 189 Retail Brokers
 \$9.9 billion in Assets

In addition to our strong underwriting statistics, Raymond James also serves our Virginia clients as financial advisor. Raymond James (including the activities of Morgan Keegan, acquired by the Firm in 2012) has participated in 114 transactions in Virginia as Financial Advisor since January 1, 2008, assisting in providing \$2.17 billion of capital to the Commonwealth's local governments, authorities and non-profits.

A firm that seeks to serve as the full-service financial advisor to a growing locality such as Fluvanna County must offer the following:

- Professionals with extensive experience serving the interests of local governments and working within the capital markets;
- A commitment to client service that provides these experienced professionals with the ability to develop an understanding of the County's unique objectives and challenges; and
- The depth of resources required to maintain expertise across a broad range of issues while ensuring the responsiveness required in today's reality of around-the-clock communications.

Raymond James satisfies each of these important criteria. In fact, the acquisition of Morgan Keegan & Company, Inc. in early 2012 and the addition of senior banking professionals to the firm's Mid-Atlantic public finance practice in recent years demonstrate Raymond James' commitment to public finance and to its clients in Virginia. Consisting of more than 180 professionals in some 26 locations nationwide, our Public Finance platform is among the largest in the nation, providing market intelligence and a depth of ideas that cannot be matched by any "independent" advisory firm or regional broker-dealer. With this national platform to draw upon, the Firm's Virginia-based team of experienced professionals will continue to deliver unbiased advice and the highest level of expertise to the County.

The primary contact information for the lead advisor to this engagement with the County is listed below.

Mid-Atlantic Public Finance

Dianne C. Klaiss, Senior Vice President
Renaissance Commons Executive Suites
1500 Gateway Blvd., Suite 220
Boyton Beach, FL 33426
Phone: 561.739.7909
Email: dianne.klaiss@raymondjames.com

2. Financial Data: Offeror shall provide data verifying financial stability, such as annual reports, Dun and Bradstreet, or credit bureau ratings.

As of March 31, 2016, the Firm's total equity capital was nearly \$4.6 billion, including \$348 million in excess net capital. The Firm has received corporate ratings of Baa2 from Moody's and BBB from Standard and Poor's both indicating a Positive Outlook. We believe that these statistics indicate our Firm's financial strength, but we have also included the Firm's most recent Focus Report for the month ending May 31, 2016 which is attached as Appendix G.

3. Understanding of the County's Requirements: This section should confirm the Offeror's understanding of this RFP and the planned project. In addition, it should clearly outline the scope and objectives of the proposed assistance as it relates to the scope and objectives of the total project and the requested product deliverables.

4. Approach and Work Plan

- A. Offeror should describe the recommended approach and work plan regarding the assistance to be provided. The Offeror should clearly distinguish tasks that the Offeror will undertake as distinguished from those which are the responsibility of the Owner. Absence of this distinction will mean the Offeror is fully assuming responsibility for all tasks.
- B. The proposal must address in-depth the Offeror's plan to meet the requirements of each of the tasks and activities outlined in the Scope of Services of this RFP. The work plan must discuss the staffing level(s) required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project. The work plan also must include a task-by-task schedule of the time required to complete the project. The proposal should also discuss documentation and/or authorizations which will be required from the County; anticipated problem areas; proposed solutions to the problem areas, etc.

The Firm's specific plans for meeting each of the County's requirements, as detailed in the Scope of Services in the Request for Proposals, including recommended approach and experience are detailed below.

A. General Services

A1. Review capital projects and assist in developing strategies for financing these projects while considering costs and effects on County's financial standing.

Raymond James would meet with the County's representatives at its office to review its current capital improvement plan and learn of the County's financial goals. Raymond James will provide detailed analyses for the County's proposed projects by evaluating each viable funding option for any financing need, including a cost/benefit analysis for each alternative. Our approach will be to work with County Staff to ensure that all parties have a full understanding of the advantages and challenges of each financing method, allowing for a well-informed decision.

Specific Relevant Experience: In 2010, we initially met with the County to review its outstanding debt and capital improvement program. We learned about the County's priorities and its financial policies and we developed a long-term plan to monitor the outstanding debt for refunding opportunities and to develop a financing approach for its capital projects going forward. If re-engaged with the County, we would propose to meet again in order to plan the next five years priorities.

A2. Assistance with strategies to maintain the County's "Aa2/AA" bond ratings.

The Raymond James team will work with Staff to establish a Rating Agency Strategy which includes:

- Setting Goals – Based on economic, financial and legal profile, existing debt structure and expected capital needs, establish attainable long-term goals for each credit. This will include the maintenance of the County's existing "Aa2/AA" General Obligation Bond ratings, and appropriate rating targets for other financing programs the County may pursue;
- Peer Analysis – Perform comparative analysis of similar jurisdictions and credits to determine strengths and weaknesses, a sample of which is shown below;

	Median	<u>Culpeper County, VA</u>	<u>Fluvanna County, VA</u>	<u>Frederick County, VA</u>	<u>Isle Of Wight County, VA</u>
General Entity Information	<i>Most Recent Available</i>	<i>Most Recent Available (AA:06/30/2015)</i>	<i>Most Recent Available (AA:06/30/2015)</i>	<i>Most Recent Available (AA:06/30/2015)</i>	<i>Most Recent Available (AA:06/30/2015)</i>
Current Senior Most Rating*	Aa2	Aa2	Aa2	Aa2	Aa2
Financial Data : Debt Statistics & Ratios	<i>Most Recent Available</i>	<i>Most Recent Available (AA:06/30/2015)</i>	<i>Most Recent Available (AA:06/30/2015)</i>	<i>Most Recent Available (AA:06/30/2015)</i>	<i>Most Recent Available (AA:06/30/2015)</i>
Direct Net Debt Outstanding (\$000)	93,086	93,086	95,383	140,618	153,576
Overall Net Debt Outstanding (\$000)	93,086	93,086	95,383	140,618	153,576
Direct Net Debt as % of Full Value	1.7	1.7	2.9	1.4	2.9
Direct Net Debt Per Capita (\$)	2,048	1,893	3,626	1,707	4,265
Debt Burden (Overall Net Debt as % Full Value)	2.5	2.7	2.6	1.7	1.6
Overall Net Debt Per Capita (\$)	2,530	2,369	3,807	1,996	2,623
Debt Service as % of Operating Expenditures	7.9	10.9	11.1	7.6	7.9
Payout, 10 Years, All Tax-Supported Debt (%), Current Value	73.3	62.1	47.8	78.5	41.2
Payout, 10 Years, General Obligation Debt (%), Current Value	76.3	100.0	47.8	78.5	41.2
Adjusted Debt Burden as % of Full Value	2.6	2.7	2.6	1.7	1.4
Net Direct Debt / Operating Revenues (x)	80.2	68.4	148.0	67.1	158.3

- Detailed Action Plan – Identify areas within the County’s control which may impact the County’s credit ratings, including:
 - Frequency and technique of communication with Rating Agencies
 - Financial Management Policies including rapidity of debt repayment and general fund balance
 - Use of Financial Planning Tools
 - Presentation of Financial Results and Economic Developments;
- Comprehensive Credit Package – Assist with the preparation of a credit package which summarizes all relevant information regarding recent financial performance, economic development, management oversight, financing projections, scenario analysis, and provides access to necessary financing documents; and
- Ongoing Dialogue & Monitoring – Raymond James maintains ongoing relationships with rating analysts at each of the three rating agencies and routinely obtain and analyze rating reviews for a variety of issuers in the Commonwealth and nationally. We will provide the County with up-to-date information on any relevant rating action.

Specific Relevant Experience: We have worked with Hanover County staff to achieve its “AAA” ratings from Fitch (2006), S&P (2009), and Moody’s (2010). More recently during a Moody’s review of Hanover County, we assisted Hanover County in negotiating positive language changes to an annual Moody’s Issuer Comment report. The professionals that would serve the County have assisted other localities to achieve and maintain their high ratings. For instance, the City of Chesapeake had general obligation rating upgrades to “AAA” by Fitch in 2010 and by Standard and Poor’s in 2014.

A3. Provide status of current and projected market conditions.

As a full-service, national public finance firm, Raymond James is continuously monitoring the legal, financial and regulatory framework for municipal debt, ensuring that the professionals that serve the County are fully aware of the latest industry trends that may impact the County’s financing programs. In addition, our Richmond location and position as a leading public finance firm in Virginia ensures that we have full access to information regarding legislation proposed or adopted in the Commonwealth, as well as regional and local news that may be relevant to the County’s financings.

Throughout the financing process we would provide information to the County regarding the market conditions for the sale of debt, any competing financings which will be in the market at the same time and other scheduled events (e.g., FOMC meetings, elections, economic announcements, etc.) that may impact the timing of the sale and ultimately the County’s ability to obtain the lowest cost of borrowing. **As a broker-dealer firm active in the municipal bond market and other financial markets, Raymond James is able to deliver real-time information about the market conditions without having to rely upon third-party**

sources for information. Raymond James is able to provide the County with data, and to interpret such data as necessary.

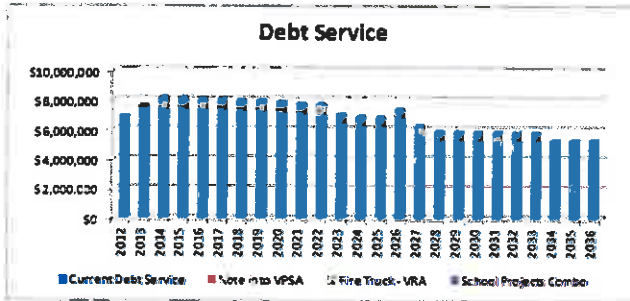
A4. Financial and debt policies.

The County maintains comprehensive financial management policies that cover the critical areas of debt management such as Ratio of Outstanding County Debt to Total Assessed Values and Annual Debt Service to General Fund Revenues, in addition to other financial policies. Given the constantly evolving standards of GASB, the rating agencies, and financial market regulators such as the SEC and MSRB, it is critical that local governments active in the financial markets continuously update their policies and procedures to keep pace with the latest requirements. Of particular note are changes made by all three major rating agencies over the past several years to their methodologies for rating both tax-supported (General Obligation and Lease Revenue Bonds) and water & sewer revenue debt. As the County’s Financial Advisor, we would propose a comprehensive review of the County’s financial policies, including comparisons against rating agency benchmarks and the policies of peer localities, to ensure that the County is well-positioned to maintain its strong financial standing in the current environment.

A5. Assist with long-term financial planning.

As discussed in A1, Raymond James expects to work closely with County Staff relative to general financing plans as well as specific transactions undertaken as part of funding the County’s Capital Improvement Plan. The Raymond James team is very experienced in the development of financial plans and schedules to meet each client’s unique financing needs. Raymond James has completed 114 transactions as Financial Advisor for Virginia clients since 2008. Our familiarity with the County’s processes for educating the Board of Supervisors and seeking BOS approval for financings will allow us to develop financing schedules and strategies within this context. If the County considers potential referendum questions to facilitate the financing of additional capital projects, Raymond James will be prepared to make informed recommendations to the County, drawing upon our existing debt profile of the County and knowledge of the County’s policies and procedures.

Specific Relevant Experience: Raymond James has developed debt service projections and debt issuance strategies for many of our clients. In 2012, RJ assisted the County with its Capital Improvement Program by providing specific financing strategies with included the debt service impact on its ratios over a 5 year period, as shown in the charts below. This analysis included projects for Schools, the public safety radio system and public safety vehicles financing. We have the financial models in place, including a detailed record of all of the County’s outstanding debt, to quickly analyze the impact of any additional debt-financed capital projects the County may consider in the future.



Fiscal Year	General Fund Revenues	Existing Debt Service	New Debt Service	Total	Ratio
2011	\$ 37,088,069	\$ 6,186,289	-	\$ 6,186,289	16.68%
2012	37,458,950	6,871,170	-	6,871,170	18.34%
2013	37,833,539	7,513,516	132,975	7,646,491	20.21%
2014	38,211,875	7,364,257	775,000	8,139,257	21.30%
2015	38,593,993	7,363,639	762,444	8,126,083	21.06%
2016	38,979,933	7,364,706	754,388	8,119,094	20.83%

A6. Assist in complying with the SEC’s continuing disclosure requirements.

The professionals assigned to the County have considerable experience developing and implementing plans of finance with various tax treatments, and assisting with the post-issuance compliance requirements of each. In addition, unlike many “independent” financial advisory firms that have only recently become subject to any regulations related to their activities in the municipal marketplace, as a broker-dealer firm Raymond James has long been subject to the supervision of the Municipal Securities Rulemaking Board and SEC requirements placed on broker-dealer firms. This history of supervision provides us with a thorough

historical understanding of the heightened regulatory environment faced by issuers of municipal securities. As has been our past history with the County, we will continue to communicate with the County concerning its timely posting of continuing disclosure documents in order to meet SEC requirements.

A7. On-going advice regarding refunding options, debt service reserve funds and investment of bond proceeds.

Raymond James will provide ongoing evaluation of the County's outstanding debt obligations to identify potential refunding opportunities and the impact of various policy alternatives on the County's financial position and the marketability of future transactions.

Raymond James has broad and comprehensive experience in handling the investment of bond proceeds for our clients. Specifically, Raymond James' specialized team dedicated solely to the development and execution of strategies for the investment of bond proceeds has served as a bidding agent on over 200 transactions in the past 3 years and over 75 transactions since July 2015. This activity includes the investment of debt service reserve funds, project funds, refunding escrows and other funds related to municipal financings.

Specific Relevant Experience: Raymond James has guided the County through a number of refinancings since 2010 including a refunding of a maturing note and an outstanding bank loan into the VPSA pool in 2012. In late 2012, our Firm advised the County as it refunded its Series 2008 stand-alone VPSA into the VPSA pool resulting in over \$10 million in gross savings or 13.8% of the bonds refunded. This refunding reduced the County's debt service by over \$380,000 annually.

During the 2012 refunding of the County's Series 2008 VPSA debt, Raymond James Reinvestment Group assisted the County with securing the appropriate number of bids for the County's escrow investments for its Series 2012 refinancing which allowed for an additional \$55,000 of savings. We have provided similar services in 2015 to the counties of Roanoke and Hanover for their refunding transactions during a period when the State and Local Government Series investments were unavailable for escrows.

B1. Specific Services

B1a. Assistance with transactions and activities involving state agencies, trustees, banks, creditors, underwriters, paying agents, other members of the financing team, rating agencies and other third parties as necessary.

As part of our plan to meet the County's needs, Raymond James will act as an extension of County staff whenever requested in order to facilitate the County's dealings with other parties to any financing. We will meet with County Staff and Financing Team members to review financing requirements and coordinate all meetings of the Financing Team to ensure timely completion of all tasks associated with the issuance of debt. Our activities may include the solicitation of proposals to provide services to the County, the negotiation of terms on behalf of the County, and other related activities. By serving the County with a team of seasoned professionals based in Virginia, Raymond James is well-positioned to assist the County in its dealings with state agencies, neighboring localities, and regional entities.

Specific Relevant Experience: Our advisory team has assisted the County with VPSA and VRA new project financings and refundings and we have excellent working relationships with each of these entities. We have also assisted in private placements with banks by authoring and circulating request for proposals and negotiating the final terms in favor of the County. Additionally, we have negotiated fees with Trustees and Paying Agents on behalf of the County.

B1b. Assist the County in the selection of the financing team.

The professionals in the Public Finance Group of Raymond James routinely procure a variety of services for our financial advisory clients. We would take the lead in developing, distributing, and evaluating the

responses for any procurement of professional services requested by the County. This may include, as necessary, the services of underwriters, trustees, verification agents, arbitrage rebate consultants, feasibility consultants, printers, escrow agents and others. While we have worked with a variety of professionals throughout the years, we would seek to procure those firms, and in turn the professionals, which meet the County's high professional standards.

B1c. Assist in preparation and development and review legal documents and rating presentations.

We would assist in the preparation of and provide ongoing review and commentary on all bond documentation, including:

- | | |
|-------------------|--|
| ➤ Bond Resolution | ➤ Bond Purchase Agreement |
| ➤ Indenture | ➤ Preliminary and Final Official Statement |
| ➤ Lease Agreement | ➤ Other documents as required (e.g., legal opinions) |
| ➤ Notice of Sale | ➤ Continuing Disclosure Agreement |

We would work closely with the County's Bond Counsel and Staff to develop or modify documentation related to the County's financings, with particular emphasis on ensuring that the County's Official Statements are thorough, accurate, and consistent with the latest regulatory requirements and investor preferences for disclosure related to municipal financings.

For rated transactions, the professionals at Raymond James would work closely with the County to develop a comprehensive strategy for each encounter with the rating agencies, and assist in creating presentation materials to assist in the execution of this strategy. Raymond James could also take the lead in developing the rating presentation on behalf of the County in order to alleviate dedicated staff time.

Specific Relevant Experience: Professionals assigned to this engagement have provided the services described above for 5 financings completed by the County, including Virginia Public School Authority, Virginia Resources Authority, and bank transactions since 2010. In addition to providing legal document review for all of our financial advisory clients, our participation in the market as an underwriter provides us with additional experience and perspective regarding the legal and regulatory issues that may impact the County's financings.

B1d. Work with the County in recommending method of sale, size, structure, specific terms and conditions of a debt issuance.

For each capital project and refunding opportunity we will work with County staff to identify the size, amortization structure, and use of capitalized interest, deferred principal, bifurcated maturities and other techniques to provide the County with optimal bond structure to appeal to investors while satisfying its financing objectives. This analysis will include recommendations regarding the method of sale.

Raymond James would take the lead role in developing and ensuring the execution of marketing plans designed to maximize distribution of the County's debt and minimize the County's cost of capital, including:

- Identify targeted bidders/investors;
- Ensure proper dissemination of information and documents; and
- Develop bid specs and award criteria (competitive sale), or pricing parameters (negotiated sale).

Raymond James' Public Finance staff is experienced in the mechanics of distributing bond sale information to the marketplace of a competitive sale. In addition, we believe the Financial Advisor can be instrumental in ensuring maximum participation in the competitive sale by soliciting input from potential bidders regarding the bid parameters and contracting potential bidders once the Notice of Sale is available to ensure awareness of the transaction.

Multiple professionals at Raymond James would be involved in the receipt and verification of competitive bids on behalf of the County. County Staff is assisted onsite during this process, with additional support provided by analytical professionals in the Richmond public finance office. The confirmation consists of recalculating each TIC bid, confirming the accuracy of the bids received. During a negotiated sale of securities, we would work to ensure that the County's interests are protected throughout the financing process. This would include evaluating market timing, coupon and yield levels, maturities targeted to retail and institutional investors, and the treatment of orders from the syndicate members.

As a broker-dealer active in the primary and secondary markets for municipal bonds, Raymond James is able to advise the County regarding market conditions in real time using direct information from the market, and does not rely upon anecdotal information which may not be current or complete.

The professionals at Raymond James would assist the County through every step of the financing process, through and including the closing of the transaction. For each transaction, Raymond James will prepare a closing memorandum detailing the delivery of all funds and securities related to the financing, and ensure that all members of the financing team are aware of their responsibilities for closing.

Specific Relevant Experience: Over the past 5 years the professionals at Raymond James have recommended a broad variety of structures and methods of sale to the County, including public, private, competitive, negotiated, VRA, VPSA, and tax-exempt bonds. As this experience demonstrates, Raymond James doesn't subscribe to a "one size fits all" philosophy regarding issue structure and method of sale.

During the financing process for Hanover County's negotiated Series 2015 General Obligation Refunding, our advisory team circulated a hybrid request for proposals to Underwriters and Banks in order to determine the most cost effective financing approach. A public sale ensued and Raymond James assembled the financing team consisting of a syndicate of underwriters, counsels, printer, verification agent and escrow agent. Our advisory team, including our Virginia Underwriting Specialist, negotiated specific terms and savings goals which netted the County over \$1.4 in present value savings. We have recently provided the same services to Roanoke County with a refunding of their Lease Revenue Bond debt in fall 2015.

B1e. Assist County Administrator with Board of Supervisors meeting or provide staff training on financial mechanisms.

We will be available to the County upon request to assist in the development of presentations regarding the County, its financial profile, potential financing strategies, industry trends, and such other topics as may be relevant. This may include presentations to the Board of Supervisors, County staff, community groups, potential investors, and other audiences.

Specific Relevant Experience: The professionals that would serve the County have previously provided presentations to the County's Board of Supervisors including a debt overview in 2010 and debt refinancing presentations in 2012 and 2014.

B2. Work Subject to County Administrator General Control and Approval

It is our understanding that the Raymond James advisory team will work under the general control and approval of the County Administrator or his authorized representative.

C.1,2,3. Financing Strategies – Provide opinion regarding County issuance of stand-alone versus VRA, VPSA and Literary Fund.

When considering a funding of debt of any size, there would be a number of items to address to determine the optimal financing instrument (bank loan, VPSA, VRA, public sale). The project, size of the transaction and the amortization and timing of when funds are needed will all come into play in determining the financing approach. For instance, when executing a smaller \$5 million transaction we would be concerned about the issuance costs and staff effort and try to minimize both. In this case, we would compare bank loans, a VRA/VPSA transaction (depending on the project), and a public GO or lease revenue bond transaction. While the state level issuing authorities are similarly rated as the County's General Obligation Bonds, a complete analysis of interest rates, costs, and timing will provide a transparent picture of the lowest cost of funds. The charts to the right and below illustrate the type of information provided to a locality when we examined the options related to a waterline project financing with different amortizations structures given either a bank loan or a VRA issue.

Type	Bank Qualified Bank Loan (SunTrust, Jan 27/2014)			VRA Loan (Summer 2014)			
	Interest Rate	2.85%	3.35%	3.25%	2.25%	2.99%	3.54%
All-In Cost (Includes COI)		3.08%	3.52%	TBD	2.62%	3.30%	3.82%
		10 Years	15 Years	20 Years (Put)	10 Years	15 Years	20 Years
6/30/2015	\$41,824	\$49,161	\$47,694	\$63,800	\$75,016	\$82,019	
6/30/2016	335,014	250,726	198,681	329,731	241,488	206,781	
6/30/2017	337,604	250,450	200,188	329,581	248,519	209,819	
6/30/2018	334,980	250,006	201,531	329,325	245,438	207,800	
6/30/2019	337,143	249,395	197,794	332,613	246,556	205,306	
6/30/2020	339,020	248,616	198,975	329,413	241,869	207,263	
6/30/2021	335,684	247,670	199,994	330,981	247,031	204,138	
6/30/2022	337,134	246,556	200,850	330,813	246,131	210,313	
6/30/2023	338,299	250,191	201,544	328,856	244,225	205,775	
6/30/2024	339,179	248,575	202,075	331,388	247,013	206,138	
6/30/2025	339,774	246,791	218,213	327,600	244,025	205,994	
6/30/2026							
6/30/2027							
6/30/2028							
6/30/2029							
6/30/2030							
6/30/2031							
6/30/2032							
6/30/2033							
6/30/2034							

We assisted a client in determining the best financing approach for a \$3.9 million waterline project.

	BB&T	Capital Bank & Trust	First National Bank of Allentown	Virginia Resources Authority
Total Amount	As requested	As requested	\$3,415,653	\$3,364,400
Amortization:				
10 Years	Yes	Yes	Yes	Yes
15 Years	Yes	Yes	Yes w/ conditions	Yes
20 Years	N/A	Yes	Yes w/conditions	Yes
Put	N/A	N/A	15 & 20 Year Amortization - Put option at 10 years with balloon payment in year 10	N/A
Fixed Rate True Interest Cost:				
10 Years	2.41%	2.25%	2.35%	1.87%
15 Years	2.88%	2.75%	2.68%	2.57%
20 Years	N/A	3.30%	3.15%	2.95%
Upfront Fee	None	None	\$5,000	In Town Costs below
Lender Counsel Fee	Town to Pay (\$4,500)	None	Town to Pay (\$1,800)	N/A
Town Costs (FA/BC and Lender Counsel Fee)	\$34,500	\$30,000	\$36,800	\$115,000
Ongoing Fee	N/A	N/A	N/A	0.125% on unpaid principal
Fixed Rate Optional Prepayment	Option 1: In whole on debt service date with 1% premium or Option 2: No prepayment for the first half of the term and then on any debt service date without penalty	Prepayment at anytime without penalty	Prepayment at anytime without penalty	Prepayment in 10 Years without penalty
Allow for Draw Down Structure	N/A	N/A	Yes, for one year	N/A
Rate Good Until	45 days -October 6, 2014	October 3, 2014	October 20, 2014	Rate to be set on Nov. 5, 2014
Additional Conditions	Annual Audited Financials of the Town	Annual Audited Financials of the Town	Annual Audited Financials of the Town	Annual Audited Financials of the Town

Raymond James has evaluated a variety of financing approaches for the County in advance of prior transactions, and we would conduct the necessary analyses to illustrate the costs and benefits of various financing structures for any planned financing. We would make recommendations regarding the structure and placement of debt for the County through general obligation or revenue pledges as well as other

alternatives within each of these areas. We would look at the following options to create a plan that is consistent with the County's priorities, policies and financial position:

- Fixed rate debt versus variable rate debt
- General obligation bonds (Public Sale)
- General obligation bonds (Bank Loan)
- Bank qualified debt versus non-bank qualified debt
- State Agency alternatives (i.e. VRA, VPSA, etc.)
- Effective use of State's Literary Loan Fund

4. Approach and Work Plan

C. Work plan steps should be supported by the proposed hours the Offeror agrees to commit to assist the County plus the hours and resources required by the County's staff to assist. The Offeror should clearly specify who primary responsibility for each work plan element, the Offeror or the County's staff.

D. Management Plan and Timetable

Over the terms of our previous advisory contracts, our professionals believe that they have developed excellent working relationships with all of our clients, particularly those located within the Commonwealth of Virginia. We have made every attempt possible to be as responsive as possible to the requests of our clients as well as minimizing the time requirements of our clients when a debt issuance is involved. We would expect reasonable availability and response time from the County's staff and elected officials during regular working hours. We would also expect the County to be reasonably available for all presentations and meetings with Raymond James and are open to discussions to where such meetings will take place. We would envision coordinating on the following tasks:

- Preliminary planning meeting or due diligence meeting between the County and Raymond James where we work together to ensure we are meeting the County's goals and objectives prior to developing a Plan of Finance;
- Assistance in preparation of typical disclosure schedules for Preliminary Offering Statement, including demographics, largest taxpayers, and financial comparisons;
- Periodic market update and strategy conversations; and
- Public hearing process for any bond issuance.

While it is our goal to be a complete resource to the County, we want to make it clear that our bankers do not put our clients "on the clock" every time they call and our hours are limited to the performance of agreed upon tasks.

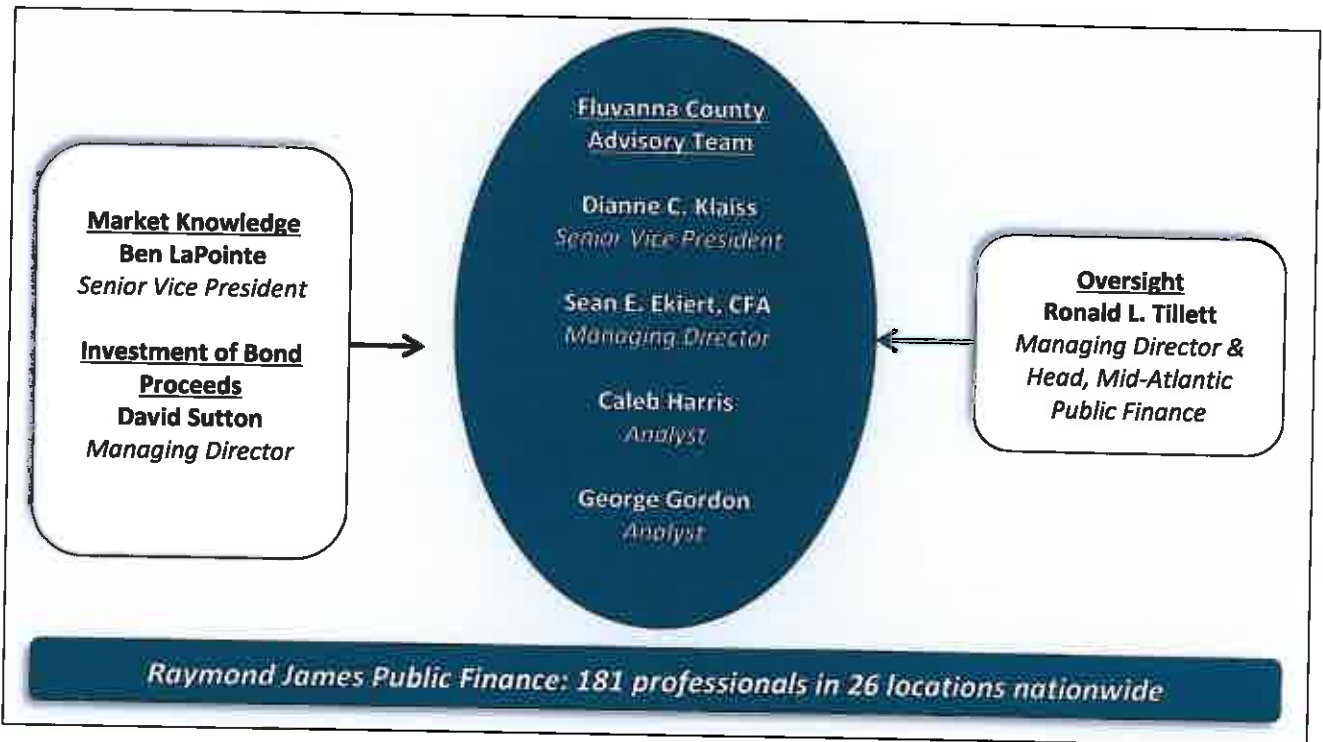
The following table is intended to summarize the various responsibilities for each of the key periods of the engagement.

Period	Raymond James Bankers & Relative Effort	Primary Responsibility	County Involvement (1)
1. Orientation	Managing Director/Senior Vice President (50%) Analyst (50%)	County / Raymond James	Medium
2. Financing Analysis	Managing Director/Senior Vice President (50%) Analyst (50%)	Raymond James	Low
3. Implementation	Managing Director/Senior Vice President (65%) Analyst (35%)	Raymond James	Medium / High

(1) County Involvement: Low (< 10 hours), Medium (10-20 hours), High (> 20 hours)

5. Project Team Qualification and Experience

Raymond James was fortunate to provide financial advisory services to the County from 2010 – 2015 and if selected to continue our engagement with the County, Ms. Klaiss will continue to serve as the Lead Advisor, ensuring continuity of service. Sean Ekiert, Managing Director, will provide assistance as needed, but we would include him on any water and sewer projects the County undertakes due to his vast experience in this sector. This will provide the County with direct access to two of the most senior Public Finance professionals serving Virginia issuers. Mr. Ekiert has nearly twenty years of experience serving state and local issuers in the mid-Atlantic, including considerable involvement with general government, public utility and transportation financings as discussed throughout this proposal. Quantitative and banking support will be provided by Caleb Harris, Analyst and George Gordon, Analyst. Additional engagement oversight will be provided by Ron Tillett, Managing Director, Head of Mid-Atlantic Public Finance. Fixed income market knowledge will be provided by Ben LaPointe, Senior Vice President and Virginia Underwriting Specialist. For purposes of providing the County with investment strategies and bidding services and for its bond proceeds, we will call on David Sutton of the Re-investment group. When necessary, the County will have access to over 80 other professionals throughout the Raymond James footprint with expertise in all areas of finance.



Below are resumes of the Financial Advisory Team dedicated to the County.

Dianne Klaiss, Senior Vice President
1500 Gateway Blvd. Suite 220
Boynton Beach, FL 33426

Phone: 561.739.7909
Mobile: 561.701.4093
E-mail: dianne.klaiss@raymondjames.com

Ms. Klaiss joined Raymond James in April 2012 following the firm's acquisition of Morgan Keegan. Since 2000, Ms. Klaiss has provided banking services and financial advice on over \$5 billion of municipal transactions. Her experience includes structuring the financings on behalf of general governmental and utility issuers, as well as a number of state level issuers and airport issuers. Prior to joining Morgan Keegan, Ms. Klaiss spent three years with the investment banking firm of Ferris, Baker Watts, Inc. and two years with the regional accounting firm of Kreisler, Miller & Co. Ms. Klaiss currently serves as advisor to Hanover County, Roanoke County, Pamunkey Regional Jail Authority, Roanoke Valley Resources Authority and the

Town of Altavista. Her previous engagements include the County of Fluvanna and the cities of Charlottesville and Winchester. Ms. Klaiss attended Bloomsburg University and holds the Series 7 General Securities Representative Professional License, Series 50 Municipal Advisor License, Series 79 Investment Banking Representative License, and the Series 63 Uniform Securities Agent State Law License. Ms. Klaiss is a founding board member and past President of the Women in Public Finance – Virginia Chapter.

Ms. Klaiss will serve as lead advisor and primary contact for advisory services provided to the County.

Sean Ekiert, Managing Director
951 E Byrd Street, Suite 930
Richmond VA, 22911

Phone: 804.225.1197
Mobile: 804.543.9472
E-mail: sean.ekiert@raymondjames.com

Mr. Ekiert joined Raymond James in May 2013, following eight years with BB&T Capital Markets, where he was a Managing Director and Head of Public Finance. Mr. Ekiert has been involved in public finance since 1997 and has served as investment banker, financial advisor, investment advisor, and derivatives advisor to a variety of state, local, and non-profit clients throughout the Mid-Atlantic. Mr. Ekiert’s experience includes the development and execution of financing plans for water and sewer systems, municipally owned electric and telecommunications networks, transportation and infrastructure projects, and general government projects in North Carolina, Virginia, and Maryland. He currently serves as the lead Financial Advisor to the City of Chesapeake and the James River Water Authority, and has provided financial advisory services to many Virginia issuers during his career, including Henrico County, Fauquier County, the City of Alexandria, and the Upper Occoquan Sewage Authority. Mr. Ekiert received a Bachelor of Science in Business Administration from the University of Richmond, earned the Chartered Financial Analyst designation from the CFA Institute, and is a FINRA licensed Municipal Securities Principal, Investment Banking Representative, General Securities Representative, and Investment Advisor.

Mr. Ekiert will serve as a secondary advisor and will provide advisory services to the County as needed.

Caleb Harris, Analyst
951 E. Byrd Street, Suite 930
Richmond, VA 23219

Phone: 804.225.1160
Mobile: 804.432.6865
Email: caleb.harris@raymondjames.com

Mr. Harris joined Raymond James as an Analyst in February of 2016. He previously served as a Portfolio Analyst for specialty healthcare finance company, Oxford Finance. There, he supported the Portfolio Management team which included managing the wires for daily line-of-credit cash flow needs in addition to developing models in order to track and analyze the financial performance of individual healthcare facilities. At Raymond James Mr. Harris continues to expand upon his analytical background where he provides a wide range of support to the Mid-Atlantic Public Finance practice through conducting research, creating memos and presentations, and quantitative analysis. Mr. Harris received a Bachelor of Science in Economics from Virginia Polytechnic Institute and State University. He holds the Series 52 Municipal Securities Representative Professional License and the Series 63 Uniform Securities Agent State Law License.

Mr. Harris will provide analytical support for the advisory services provided to the County.

George Gordon, Analyst
951 E. Byrd Street, Suite 930
Richmond, VA 23219

Phone: 804.225.1136
Mobile: 202.258.9774
Email: George.gordon@raymondjames.com

George Gordon joined the Mid-Atlantic Team as an Analyst in August 2016. He previously worked as a paralegal and analyst for the Virginia Housing Development Authority in Richmond Virginia. There, he supported the General Counsel and Director of Multifamily Finance in issuing Multifamily Rental Housing bonds which included assisting in the construction of Official Statements and the supporting appendices. At Raymond James, George provides support to the Mid-Atlantic Public Finance practice through conducting research, creating memos and presentations, and quantitative analysis. George was awarded a Bachelor of

Arts in Political Science and Public Policy from Hampden-Sydney College in Hampden-Sydney, Virginia and his Master of Arts in Business Management from Wake Forest University in Winston-Salem, NC. He is currently pursuing the Series 52 Municipal Securities Representative Professional License and the Series 63 Uniform Securities Agent State Law License.

Mr. Gordon will provide analytical support for the advisory services provided to the County.

**Ronald L. Tillett, Managing Director &
Head, Mid-Atlantic Public Finance
951 E Byrd Street, Suite 930
Richmond VA, 22911**

**Phone: 804.225.1148
Mobile: 804.356.6800
E-mail: ron.tillett@raymondjames.com**

Ron Tillett joined Raymond James in April 2012 following the Firm's acquisition of Morgan Keegan and became the Head of the Mid-Atlantic Public Finance Practice in 2014. Since 2001, Mr. Tillett has focused on the asset management and underwriting needs of public clients throughout the Mid-Atlantic and United States, with particular emphasis on state-level clients. Mr. Tillett has extensive experience in all phases of governmental debt issuance, management, and the investment practices and policies of public clients. He works with state and local government clients throughout the United States and manages equity and fixed-income accounts in 27 states and the District of Columbia.

Prior to joining Morgan Keegan in 2001, Mr. Tillett served with four Virginia Governors and the Virginia General Assembly over a twenty-four year public service career. He served as Secretary of Finance in the cabinet of two Virginia Governors and served as State Treasurer with two other Virginia Governors. Mr. Tillett spent ten years with the Virginia General Assembly's House Appropriations Committee and the Joint Legislative Audit and Review Commission. He is a member of the Commonwealth's Debt Capacity Advisory Committee and is Chairman of the Virginia 529 Program's Investment Advisory Committee.

Mr. Tillett received a Bachelor of Science in Urban and Regional Planning from Virginia Commonwealth University and is a FINRA Registered General Securities Representative (Series 7), Registered Investment Banking Representative (Series 79), Registered Municipal Securities Representative, and a Registered Municipal Securities Principal (Series 53). In addition, he has successfully completed the Uniform Securities Agent State Law Examination (Series 63) and is a certified Bank Director through the International Bank Director Certification Program, as well as a certified Public Treasury Management official through the National Institute of Public Finance.

Mr. Tillett will provide oversight of the advisory engagement with the County. Mr. Tillett will also be instrumental in any discussions regarding legislative issues that may arise.

**Ben LaPointe, Senior Vice President
3050 Peachtree Road NW
Atlanta GA, 30305**

**Phone: 404.240.6800
Mobile: 804.310.9042
E-mail: ben.lapointe@raymondjames.com**

Mr. LaPointe is responsible for underwriting and secondary market trading of municipal bonds in the southeast. He brings ten years of experience in the fixed income arena, with a focus on the state of Virginia. Prior to joining Morgan Keegan, Mr. LaPointe was an analyst on the Fixed Income Desk at First Union Securities. Mr. LaPointe graduated from Randolph-Macon College in Ashland, Virginia with a B.A. in Business/Economics.

Mr. LaPointe will provide current market information to the advisory team and the County when requested. He will provide the County with interest rates projections during the financing process and participate in transaction pricing calls to ensure the best possible outcome for the County.

David Sutton, Managing Director
1 Burton Hills Blvd
Nashville TN, 37215

Phone: 615.665.6917
Mobile: 813-465-0211
E-mail: david.sutton@raymondjames.com

In addition to traditional investment banking and underwriting services, Raymond James offers a dedicated Municipal Investment Group that would be available to assist with the purchase of Escrow Securities if so requested. David Sutton manages Raymond James' Municipal Investment Group, leading the firm's efforts in the development of customized investment strategies for public sector, not for profit, and more corporate focused clients. Mr. Sutton has been involved with the investment of proceeds for the past 24 years, and his range of product experience covers the entire spectrum, including repurchase agreements, ladder portfolios of U.S. Treasury/Agency/Commercial Paper securities, forward purchase agreements, interest rate caps, and guaranteed investment contracts. Since 2004, Mr. Sutton has been involved in the investment of over \$17 billion of client assets. In addition to handling the investment of proceeds, Mr. Sutton has successfully structured over 600 municipal securities transactions totaling over \$7.0 billion in par amount. Over the years, Mr. Sutton has also developed a specialization in complicated advance refundings. Mr. Sutton earned a Bachelor of Science in Finance and an MBA in Finance from Indiana University. He currently holds a Series 7, 53(Municipal Principal), 24 (General Principal) 63 and 65 licenses.

Mr. Sutton will provide bond proceeds re-investment bidding services if required during the course of the financial advisory engagement.

The above named staff will remain assigned to the County's engagement through the term of the contract. RJ does not propose to subcontract any work during its engagement with the County.

6. Firm Experience and Capabilities

A. The purpose of this section is to provide the County with an overview description of the Offeror's commitment to the services set forth in this RFP and/or government clients in general. The Offeror should:

- Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
- Describe the Offeror(s) local office experience with similar projects.
- Indicate whether or not the Firm has an organized practice addressing the requested Scope of Services, who formally heads that practice and where that person is located.
- Describe any local office(s) that will service the County including size, services, area covered, and principal contact person.

B. Provide a minimum of three references that can attest to the Offeror's experience and qualifications, quality of work, timeliness and responsiveness to client needs. Include name, address, email address, contact person, and phone number for each reference. References shall have or had contracts with Offeror of size and scope specified in this RFP (within last two years)

Approach to Financial Advisory Services

Unlike many of the firms likely to respond to the County's Request for Proposals, Raymond James does not seek Financial Advisor engagements with a large number of issuers throughout Virginia and beyond. In our view, firms that serve a large number of frequent issuers as Financial Advisor face the following challenges:

- Over-commitment of senior professionals, resulting in either an inability to quickly respond to a client's needs or forcing more services to be performed by employees with less experience; and
- Potential conflicts of interest, particularly when multiple clients may be involved in the same regional authorities, may be competing to attract businesses, or may be seeking to secure limited federal and state funding for local projects.

Although our firm has extensive Municipal Financial Advisory experience both nationally and within the Commonwealth, our office has elected to serve as a Financial Advisor only on certain engagements where we believe we can be “value added” and where our service as Financial Advisor compliments our overall public finance practice. This includes a select group of clients for whom members of the Raymond James team have become important members of the financial management structure, helping to establish long-term objectives and provide guidance as to how those objectives can be met over an extended period. We also accept certain engagements that are more limited in scope but require the perspective of a full-service investment banking team with extensive, direct experience with a broad array of financing alternatives.

The professionals that would serve the County on a day-to-day basis have built their careers serving issuers of municipal bonds in the Commonwealth of Virginia and nearby states. As discussed earlier, this engagement with the County will be led by Dianne Klaiss who is a member of the Mid-Atlantic Public Finance practice which is based out of the Firm’s Richmond, Virginia office and houses 9 other public finance professionals. Raymond James (including the activities of Morgan Keegan, acquired by the Firm in 2012) has participated in 114 transactions in Virginia as Financial Advisor since January 1, 2008, providing \$2.17 billion of capital to the Commonwealth’s local governments, authorities and non-profits. Additionally, the Firm has served as the Senior Managing Underwriter for an additional 156 Virginia transactions during this same period. Our Virginia financial advisory and underwriting practice is led by Ron Tillett, Managing Director who will provide oversight for this engagement and assistance as needed.

It should be noted, however, that *Raymond James does not measure the success of our Financial Advisory practice by the number of clients or the percentage of time providing these services or the number of transactions executed.* Instead, our goal is to provide a *select* group of clients with the highest level of service, including unbiased advice free from potential conflicts of interest. The table below summarizes the Financial Advisory experience of the Firm in Virginia, with additional detail of each transaction contained in Appendix B.

Virginia Financial Advisory Experience 2008 to Present		
Description	Transactions	Par Amount (\$Mil)
Pooled Financing Programs	13	\$ 317.18
Bank Loans/Private Placements	61	599.33
Public Sales - Negotiated	38	1,199.99
Public Sales - Competitive	<u>2</u>	<u>57.51</u>
Total	114	\$2,174.00

Nationally, Raymond James has served as Financial Advisor for more than 560 transactions with a total par value of \$50 billion since 2008, providing the professionals that will serve the County a tremendous wealth of market intelligence and resources to draw upon.

Of course, statistics alone do not fully describe the depth of knowledge and experience of the Raymond James team. In addition to the 40-plus years of combined experience in Virginia public finance of the three professionals assigned to the County on a day-to-day basis (Dianne Klaiss and Sean Ekiert), Raymond James offers the County the perspective of Ron Tillett, the head of the Firm’s Mid-Atlantic Public Finance practice. In addition to his fifteen years of experience serving public clients throughout Virginia and the United States, Mr. Tillett served with four Virginia Governors and the Virginia General Assembly over a twenty-four year public service career. He served as Secretary of Finance in the cabinet of two Virginia Governors and served as State Treasurer with two other Virginia Governors. Mr. Tillett currently serves as chairman of the Commonwealth’s Debt Capacity Advisory Committee.

Question 6, Continued

FLUVANNA COUNTY, VIRGINIA

Underwriting Activity Provides Critical Market Intelligence

As described throughout this proposal, Raymond James pursues Financial Advisory engagements selectively while also being among the most active underwriters of municipal bonds in Virginia and nationally. Despite serving a limited number of local governments and other borrowers in Virginia as Financial Advisor, Raymond James is consistently among the most active firms in the municipal bond market both in the Commonwealth and nationally through our activities as an underwriter. The firm has ranked among the top ten underwriters nationally by par value of bonds, and among the top two by number of issues, in each of the past three years. This experience ensures that our firm is closely attuned to municipal market trends with respect to debt structuring, credit requirements, and the fair market interest rate for any given bond on any given day. While we do not serve as financial advisor and as underwriter for the same issuers, our experience as an underwriter provides additional insight about the market that can be valuable to our financial advisory clients, particularly in difficult markets. Therefore, the experience of the firm as a senior managing underwriter is provided below.

Raymond James Senior Managed Underwriting - 2008 Through Present					
Type of Transaction	Par Amount of Bonds (\$US Mils)		Transactions		
	Total	Virginia	Total	Virginia	
All Transactions	\$ 132,354.2	\$ 7,167.2	6,218	160	
Competitive	31,151.2	1,100.3	2,817	34	
Negotiated	99,749.5	6,067.0	3,319	126	
Private Placement	1,453.6	0.0	82	0	
New Money	62,781.4	3,375.3	3,387	76	
Refunding	69,572.8	3,791.9	2,831	84	

Financial Advisory Experience

The table below lists the Firm's current Financial Advisory engagements in the Commonwealth, including governmental clients as well as non-profit borrowers that have access to tax-exempt financing. We would estimate that our practice spends approximately 40% of our time working with financial advisory clients. Of that time, we would estimate that our practice devotes approximately 30% of our Financial Advisory time to **General Services** including review of capital projects and long-term financial planning and 70% of our time devoted to **Specific Services** which would include **Financing Strategies**.

Current Financial Advisory Contracts in Virginia	
Governmental Clients	Selected Other Clients
✓ Hanover County	✓ Bridgewater College
✓ City of Chesapeake	✓ Hampden-Sydney College
✓ Roanoke County	✓ Montpelier Foundation
✓ Town of Altavista	✓ Randolph Macon College
✓ Pamunkey Regional Jail Authority	✓ Richard Bland College
✓ James River Water Authority	✓ Shenandoah University
✓ Roanoke Valley Resources Authority	✓ Virginia Historical Society
	✓ Virginia Military Institute
	✓ Virginia Tech Foundation

Question 6, Continued

Because of our commitment to serving our clients, we would welcome the County to contact any of our clients regarding the quality of our work. Provided below are descriptions of services provided including services previously provided to the County, as well as contact information for many of our financial advisory clients in Virginia.

Fluvanna County – Fluvanna County engaged Morgan Keegan (prior to its acquisition by Raymond James) as Financial Advisor in 2010. The professionals at Raymond James completed a thorough review of the County's outstanding debt obligations, including presentations to the County's Board of Supervisors. Following this initial review Raymond James developed a plan to refinance a number of outstanding loans via bank loans, VRA or the VPSA. We provided ongoing refunding analysis for the County's Series 2008 stand-alone VPSA Bonds which were refunded into the higher rated VPSA pooled financing program, a transaction which was completed in December 2012 and resulted in present value savings to the County of \$7.7 million. The professionals at Raymond James have also assisted the County in the completion of a smaller refinancing of school bonds through VPSA. In 2014, Raymond James assisted the County in execution of a VRA financing to finance a fire truck and refinance a literary loan.

Hanover County - Our bankers have served as the Financial Advisor to the County of Hanover since 1989. As one of the fastest growing counties in the Commonwealth of Virginia, Hanover County has faced an ever-increasing demand not only for increased levels of service but also improved levels of services for its citizens. These demands for new and upgraded levels of service have come at a time where the general population has also demanded that the services be provided within strict financial parameters. Working with the County's Administration, we have reviewed and provided recommendations regarding the County's financial policies, including acceptable levels of Fund Balances, Total Debt and Annual Debt Service Costs. These guidelines have included the development of 5-year financial projections that highlight the impact of the County's longer-term Capital and Operating Budgets on the financial position of the County.

Even during this period of increased debt load, the County's financial objectives included pursuing upgrades to its current credit ratings. Since 1988, the County has received a series of upgrades to its General

FLUVANNA COUNTY**Reference:**

Steven M. Nichols, County Administrator
434-591-1910; snichols@co.fluvanna.va.us

Primary Raymond James Contact:

Dianne Klaiss

Tasks Completed:

- ✓ P25 radio system financing options report - 2015
- ✓ \$3.52 million New Money & Refunding VRA - 2014
- ✓ \$66.12 million refunding of County's stand-alone Series 2008 VPSA Bonds into the VPSA pool – 2012
- ✓ \$3.995 million refinancing of school debt - 2012
- ✓ Debt Profile Evaluation and Board Presentations – 2010, 2012, 2014
- ✓ Bank Loan Financing for Public Safety Vehicles
- ✓ Refunding of outstanding school bonds into VPSA Pool
- ✓ Ongoing Advice and Consultation

HANOVER COUNTY

P.O. Box 470

Hanover, VA 23069

References:

Cecil R. "Rhu" Harris, Jr., County Administrator
804.365.6005; rharris@co.hanover.va.us

Kathy Seay, Director of Finance
804.365.6012; ktseay@co-hanover.va.us

Primary Raymond James Contacts:

Jim Johnson, Dianne Klaiss

Tasks Completed:

- ✓ \$7,13 million Public Utility VRA Refunding – Fall 2015
- ✓ \$41.45 Courthouse Financing (2 VRA issues 2014, 2015)
- ✓ \$20.53 million GO Refunding Bonds – March 2015
- ✓ \$17.260 million Lease Revenue Bonds – March 2011
- ✓ \$17.84 million General Obligation Bonds – January 2011
- ✓ Moody's Assigns "Aaa" G.O. Rating – May 2010
- ✓ \$26,365,000 General Obligation BABs - Jan. 2010
- ✓ \$42,590,000 G.O. and Refunding Bonds - Feb. 2009
- ✓ S&P Assigns "AAA" G.O. Rating – January 2009
- ✓ \$37,675,000 million Lewistown Commerce Center CDA Special Assessment Bonds – October 2007
- ✓ Fitch Assigns "AAA" G.O. Rating – September 2006
- ✓ \$104 million G.O. Bonds (5 issues, 1996-2006)

Obligation ratings, culminating with a Fitch rating of “AAA” in 2006, a Standard & Poor’s rating of “AAA” in 2009, and a Moody’s rating of “Aaa” in 2010. We believe this is an example of the appropriate way to institute proper financial and strategic planning for any municipality projecting to undertake additional debt to support the needs of its citizens.

In 2011, to take advantage of continually low interest rates, Raymond James assisted the County with a financing to provide funds for capital projects and a refinancing of existing debt including outstanding Literary Loans for debt service savings. More recently (2014 & 2015), the County undertook a multi-issue financing for the County’s courthouse through the VRA. This financing structure, a “Special Fund Revenue Bond”, was recently implemented by the VRA so that highly rated issuers such as the County did not have to provide a mortgage lien on the property financed through the VRA.

Pamunkey Regional Jail Authority - As part of our Hanover engagement, from time to time we serve as financial advisor to the Pamunkey Regional Jail Authority. In May 2016 we were asked to provide advisory services to the Authority as it implements its energy conservation projects. The Authority has engaged Siemens (ESCO) to provide the Jail with energy upgrades and will incorporate the VA Saves Green Community Program in order to receive a credit payment subsidy from the US Treasury in an amount equal to the lesser of the Interest rate or the 70% of the Tax Credit Rate in effect at the time of the financing. Raymond James is assisting the Authority in determining its financing options for issuing their Qualified Energy Conservation Note through the Virginia Small Business Financing Authority, the Virginia Resources Authority, or a standard tax-exempt bank loan and will assist them in negotiating and executing the financing. This transaction is due to close by September 30, 2016.

City of Chesapeake – Prior to joining Raymond James in May 2013 Sean Ekiert served as the financial advisor to the City of Chesapeake while a member of the Public Finance Group at BB&T Capital Markets. Following Mr. Ekiert’s transition to Raymond James, the Firm was engaged as the City’s financial advisor going forward. Mr. Ekiert has advised the City on a broad range of issues over the past eight years, including the development of a new Water and Sewer Revenue Bond financing program and regarding several matters related to the City’s relationship with regional authorities including the Southeastern Public Service Authority, Hampton Roads Sanitation Authority, and Hampton Roads Regional Jail Authority. In addition, Mr. Ekiert and other professionals at Raymond James have provided advice to the City on matters such as continuing disclosure, financial policies, updated budgeting strategies, and a variety of debt structures and transactions. During Mr. Ekiert’s tenure as Financial Advisor the City’s General Obligation Bonds have been upgraded to “AAA” credit ratings by Fitch and Standard & Poor’s.

PAMUNKEY REGIONAL JAIL AUTHORITY

Reference:
 Keith Spicer, CPA
 804.537.6400 ext. 3026; fkspicer@hanovercounty.gov

Primary Raymond James Contacts:
 Dianne Klaiss, Sean Ekiert

CITY OF CHESAPEAKE

References:
 James Baker, City Manager
 757-382-6602; jebaker@cityofchesapeake.net
 Nancy C. Tracy, Director of Finance
 757-382-6931; ntracy@cityofchesapeake.net
 Pamela Hardesty, Debt Manager
 757-382-8978, phardesty@cityofchesapeake.net
 Mary Ann Saunders, Assistant to the City Manager
 757-382-6606, msaunder@cityofchesapeake.net
 Eric Martin, Public Works Director
 757-382-6101, emartin@cityofchesapeake.net

Primary Raymond James Contact:
 Sean Ekiert

Tasks Completed by Current Raymond James Professionals:

- ✦ Development of a new Water & Sewer revenue bond credit, including the issuance of \$32,525,000 Series 2010A and \$3,860,000 Series 2010B Water and Sewer System Revenue Bonds
- ✦ Development of Chesapeake Transportation System Continuing Disclosure Template
- ✦ \$150,722,520 Senior Toll Road Revenue Bonds
- ✦ \$151,893,475 Virginia Transportation Infrastructure Bank Loan administered by Virginia Resources Authority
- ✦ 15 Series of General Obligation Bonds, 2008-2014
- ✦ Fitch Assigns “AAA” G.O. Rating – August 2010
- ✦ S&P Assigns “AAA” G.O. Rating – March 2014

Question 6, Continued

Chesapeake is also the only local government in Virginia that directly operates a system of toll roads. The professionals at Raymond James were instrumental in securing over \$300 million of financing, secured only by Toll Revenues, in 2012 for the construction of a new 4-lane, limited access highway and bridge to become part of the City’s Transportation System.

Roanoke County – Our bankers have served as Financial Advisor to Roanoke County since 1990. During this period, our bankers have assisted the County with developing long-term financing plans for numerous capital improvements projects. These projects have included a new reservoir, regional jail, and a multi-generational center, among others. For each project, we have presented the County with an independent analysis of the proposed new money needs and the impact of financing those needs on Roanoke County's overall debt picture. For example, on the reservoir project, what our analysis showed was that when the new bonds were issued and the project was completed, there would have to be significant rate increases to the customers of the County. Since this needed rate adjustment was realized before the issuance of any bonds, with the help of our bankers the County was able to integrate gradual rate adjustments before the debt service was in place. This created an overall stronger financial picture for the County, and therefore the County received a higher credit rating and a lower overall cost of borrowing.

ROANOKE COUNTY	
Reference:	
Rebecca Owens, Director of Finance 540.772.2023; rowens@roanokecountyva.gov	
Primary Raymond James Contacts:	
Dianne Klaiss, Jim Johnson	
Tasks Completed:	
✓	\$44,175,000 Lease Revenue Refunding Bonds – Fall 2015
✓	\$.5,770,000 VRA Refunding – 2014
✓	\$6,503,586 General Obligation Refunding (Bank Loan) - 2013
✓	\$20,625,000 Virginia Resources Authority New Money and Refunding Bonds – August 2013
✓	\$58,600,000 Lease Revenue Bonds for Public Facility Projects - March 2008
✓	\$50,000,000 Virginia Resources Authority, Water and Sewer Debt Restructure - December 2003
✓	\$92,445,000 General Obligation Bonds (3 issues)
✓	\$114,271,873 Water Revenue Bonds (3 issues)
✓	Ongoing advice and consultation

In early 2008, Morgan Keegan assisted the County with the sale of its lease revenue bonds which were issued to finance a number of capital projects including a multi-gen recreation center which is not considered an “essential governmental facility”. By combining the essential governmental facilities with the non-essential facilities, the credit rating for the project was enhanced. During this process, the sale of the land for the recreation center had still not been completed, but the Raymond James bankers were able to work with the financing team (including rating agencies) to adjust the schedule of the financing to enable the completion of the land sale prior to the sale of the bonds. In 2015, we assisted the County with a refinancing of these same Lease Revenue Bonds after carefully monitoring the savings and helping the County determine the minimum savings acceptable in order to move forward with the refunding. We also assisted in the rating agency process, selection of the financing team and execution of the advance refunding.

Roanoke Valley Resources Authority

As part of the Roanoke County contract, we have recently been engaged to provide the Roanoke Valley Resources Authority with financial advisory services as they navigate adding the City of Salem to their service authority and finance approximately \$11 million of improvements to the Salem transfer station. We have provided the Authority with several financing options and we will circulate a bank request for proposals on the Authority’s behalf and assist in execution of the financing. This financing is due to close by October 30, 2016.

ROANOKE VALLEY RESOURCES AUTHORITY	
Reference:	
Rebecca Owens, Director of Finance 540.772.2023; rowens@roanokecountyva.gov	
Primary Raymond James Contacts:	
Dianne Klaiss, Jim Johnson	

7. Cost of Services

- A. Include a statement of fees, including the method of determining fees, for general services and for specific services:
 - 1. General obligation bond issuances;
 - 2. Lease revenue bond issuances through Fluvanna;
 - 3. Stand-alone VPSA issuances, and;
 - 4. Utility system revenue bonds.

Please note if there is a maximum issuance amount where the fee is fixed. Also, discuss how the fee would be impacted or different for Bank Qualified or VRA.

- B. An allowance for travel and other costs directly related to this engagement will be reimbursed at actual cost supported by appropriate invoices. The proposal should include an estimate of the anticipated out-of-pocket expenses.
- C. Provide prices for other services, including a rating agency trip without a debt issuance.

Offerors are reminded that all fees shall remain fixed for the initial three-year contract term.

Proposed Fees – Transaction-Related Services

For services rendered that relate directly to the issuance of municipal securities, we would propose that fees be charged on a per-bond basis as outlined in the table below. We would not expect a difference in fee whether a transaction is deemed bank qualified or non-bank qualified. We would expect that the fees will remain fixed for the initial 3 year term of the contract.

Fees for Transaction-Related Services			
Description	Per \$1,000	Minimum	Maximum
General Obligation & Stand-alone VPSA Bonds:			
First \$10 million	\$2.00	\$20,000	\$50,000
Amounts over \$10 million	\$1.00		
Subject to Appropriation Bonds (Lease Revenue Bonds):			
First \$10 million	\$2.50	\$25,000	\$60,000
Amounts over \$10 million	\$1.00		
Utility System Revenue Bonds:			
First \$10 million	\$2.50	\$25,000	\$60,000
Amounts over \$10 million	\$1.00		
Bonds issues as Private Placements, Bank Loans, or through VRA, VPSA (Pool) or other pooled financing programs		Billed based on Hourly Rates	

Proposed Fees – General Services

For services not directly related to the issuance of debt (e.g. review of policies, rating agency presentations, long-term capital planning), we would propose charging on an hourly basis as detailed below:

Hourly Rates for Services Provided. Fees for services delivered that do not relate directly to the issuance of debt would be billed on an hourly basis. The following hourly charges would apply:

Managing Director:	\$350
Senior Vice President:	\$300
Vice President:	\$250
Associate / Analyst:	\$160

Other

1. For services related to the investment of Bond Proceeds, including Escrows Funds (Non-SLGS), Project Funds, and Reserve Funds, fees shall be negotiated separately from the fee schedules provided above prior to the delivery of services.
2. All expenses are billed at cost and no secretarial or administrative time is ever billed. Prior to the initiation of any transaction, we will provide the County with a detailed listing of our anticipated expenses for its approval. Excluding any visits to New York for a rating agency presentation, our typical out-of-pocket expenses for an advisory engagement would be less than \$800.

8. Proprietary Information/Exceptions

- A. Offeror shall submit, in a separate section of the proposal, any information considered by the Offeror to be trade secrets or proprietary information, as provided by Virginia Code § 1.2-4342(F), shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary. References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.
- B. Offeror shall indicate any exceptions taken to the General or Special Terms and Conditions or to any part of the RFP.

Raymond James does not have any proprietary information to disclose nor does it make any exceptions to the General or Special Terms and Conditions regarding the Request for Proposals for Financial Advisory Services.

APPENDIX B: 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: Dianne C. Klaiss Phone: (561) 739-7909

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service: 19 Years 0 Months

4. Vendor Information:

FIN or FEI Number: 59-1237041 if Company, Corporation, or Partnership SSN: _____
(If Vendor is a sole proprietor)

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: Roanoke County, Virginia	Contact: Rebecca E. Owens, Director of Finance
Phone: 540.283.8125	Email: rowens@roanokedcountyva.gov
Dates of Service: 1990 - Present	\$\$ Value: \$62,000 since 2013

Company: Town of Altavista, Virginia	Contact: Tobie C. Shelton, Finance Director & Treasurer
Phone: 434.369.5002	Email: tcshelton@altavistava.gov
Dates of Service: January 2014 to present	\$\$ Value: \$33,000 since 2014

Company: Hanover County, Virginia	Contact: Kathleen T. Seay, Director of Finance
Phone: 804.365.6012	Email: Ktseay@hanovercounty.gov
Dates of Service: 1990 - present	\$\$ Value: \$67,000 since 2012

Company: City of Chesapeake	Contact: Nancy Tracy, Director of Finance
Phone: 757.382.6931	Email: ntracy@cityofchesapeake.net
Dates of Service: 2012 to present	\$\$ Value: \$50,000 to \$100,000 annually

By my signature below, I, as a duly authorized representative of the entity named below, certify the accuracy of the foregoing information:

Raymond James & Associates, Inc.

Legal Name of Entity if Applicable

Date: August 12, 2016

By: Dianne C. Klaiss (SEAL)

Signature of Authorized Representative

Print Name: Dianne C. Klaiss

Print Title: Senior Vice President

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]

APPENDIX C: PROOF OF AUTHORITY TO TRANACT 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 F038361-4.

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): Raymond James & Associates, Inc.

Legal Name of Offeror/Bidder: _____

Date: August 12, 2016

Authorized Signature: 

Print or Type Name and Title: Dianne C. Klaiss, Senior Vice President

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]

APPENDIX D: CERTIFICATE OF NO COLLUSION

FLUVANNA COUNTY, VIRGINIA

The undersigned, acting on behalf of Raymond James & Associates, Inc., does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This proposal 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 proposal 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.).

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.

Respectfully submitted this 15th day of August 2015.

Raymond James & Associates, Inc.
Legal Name of Entity

By: *Sean Ekiert* (SEAL)
Signature of Authorized Representative

Print Name: Sean E. Ekiert

Print Title: Managing Director

Date: August 8, 2016

State of Virginia

ACKNOWLEDGEMENT

In the County/City of Richmond, to-wit:

The foregoing Certification of No Collusion was subscribed and sworn to before me by SEAN EKIERT (Print Name), MANAGING DIRECTOR (Print Title) on behalf of RAYMOND JAMES (Print Name of Entity) on this 8th day of August (month), 2016 (year).

Margaret L. Pugh
Notary Public



My commission expires: _____

Registration Number: _____

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]

FLUVANNA COUNTY, VIRGINIA

APPENDIX E: OFFEROR STATEMENT

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

Complete if Offeror is an Entity:

WITNESS the following duly authorized signature and seal:

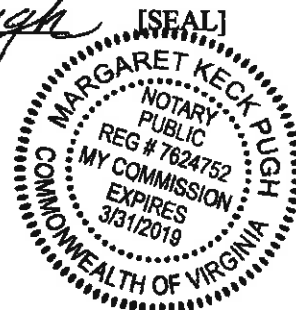
Name of Entity: Raymond James & Associates, Inc.
By: Sean Ekiert (SEAL)
Signature
Print Name: Sean E. Ekiert
Print Title: Managing Director

STATE OF Virginia
COUNTY/CITY OF Richmond, to-wit:

The foregoing instrument was acknowledged before me this 31st day of August (month), 2016 (year) by Sean Ekiert (Print Name), Managing Director (Print Title) on behalf of Raymond James (Name of Entity).

Margaret Keck Pugh [SEAL]
Notary Public

My commission expires:
Notary registration number:



Complete if Offeror 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]

My commission expires:
Notary registration number:

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION - [REQUIRED]

APPENDIX F: DISCLAIMER

The information contained herein is solely intended to facilitate discussion of potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement. While we believe that the outlined financial structure or marketing strategy is the best approach under the current market conditions, the market conditions at the time any proposed transaction is structured or sold may be different, which may require a different approach.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive.

Raymond James shall have no liability, contingent or otherwise, to the recipient hereof or to any third party, or any responsibility whatsoever, for the accuracy, correctness, timeliness, reliability or completeness of the data or formulae provided herein or for the performance of or any other aspect of the materials, structures and strategies presented herein.

Raymond James does not provide accounting, tax or legal advice; however, you should be aware that any proposed transaction could have accounting, tax, legal or other implications that should be discussed with your accounting, tax and other advisors and/or legal counsel.

Raymond James and affiliates, and officers, directors and employees thereof, including individuals who may be involved in the preparation or presentation of this material, may from time to time have positions in, and buy or sell, the securities, derivatives (including options) or other financial products of entities mentioned herein. In addition, Raymond James or affiliates thereof may have served as an underwriter or placement agent with respect to a public or private offering of securities by one or more of the entities referenced herein.

APPENDIX G: FOCUS REPORT FOR MAY 2016

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

ROS Packet p. 172/259
Status: Accepted

FORM
X-17A-5

FOCUS REPORT
(FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT)
PART II 11

(Please read instructions before preparing Form)

This report is being filed pursuant to (Check Applicable Block(s)):

- 1) Rule 17a-5(a) 16
- 2) Rule 17a-5(b) 17
- 3) Rule 17a-11 18
- 4) Special request by designated examining authority 19
- 5) Other 26

NAME OF BROKER-DEALER

RAYMOND JAMES & ASSOCIATES, INC. 13

ADDRESS OF PRINCIPAL PLACE OF BUSINESS (Do not use P.O. Box No.)

880 CARILLON PARKWAY 20

(No. and Street)

ST. PETERSBURG 21 FL 22 33716 23

(City)

(State)

(Zip Code)

SEC. FILE NO.

8-10999 14

FIRM ID NO.

705 15

FOR PERIOD BEGINNING (MM/DD/YY)

05/01/16 24

AND ENDING (MM/DD/YY)

05/31/16 25

NAME AND TELEPHONE NUMBER OF PERSON TO CONTACT IN REGARD TO THIS REPORT(Area code) - Telephone No.

Terry Flass 30

(727)567-4170 31

NAME(S) OF SUBSIDIARIES OR AFFILIATES CONSOLIDATED IN THIS REPORT

OFFICIAL USE

32

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DOES RESPONDENT CARRY ITS OWN CUSTOMER ACCOUNTS ? YES 40 NO 41

CHECK HERE IF RESPONDENT IS FILING AN AUDITED REPORT 42

EXECUTION:

The registrant/broker or dealer submitting this Form and its attachments and the person(s) by whom it is executed represent hereby that all information contained therein is true, correct and complete. It is understood that all required items, statements, and schedules are considered integral parts of this Form and that the submission of any amendment represents that all unamended items, statements and schedules remain true, correct and complete as previously submitted.

Dated the _____ day of _____ 20 _____

Manual Signatures of:

1) _____
Principal Executive Officer or Managing Partner

2) _____
Principal Financial Officer or Partner

3) _____
Principal Operations Officer or Partner

ATTENTION - Intentional misstatements or omissions of facts constitute Federal Criminal Violations. (See 18 U.S.C. 1001 and 15 U.S.C. 78:f (a))

FINRA

**FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
PART II**

EOS Packet p. 173/259
Status: Accepted

BROKER OR DEALER RAYMOND JAMES & ASSOCIATES, INC.	N	2								100
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STATEMENT OF FINANCIAL CONDITION

as of (MM/DD/YY) 05/31/16 **99**
 SEC FILE NO. 8-10999 **98**
 Consolidated **198**
 Unconsolidated **199**

ASSETS

Allowable Nonallowable Total

<p>1. Cash \$ <u>449,722,650</u> 200</p> <p>2. Cash segregated in compliance with federal and other regulations <u>3,152,051,073</u> 210</p> <p>3. Receivable from brokers or dealers and clearing organizations:</p> <p style="padding-left: 20px;">A. Failed to deliver:</p> <p style="padding-left: 40px;">1. Includable in "Formula for Reserve Requirements" <u>2,645,721</u> 220</p> <p style="padding-left: 40px;">2. Other <u>32,880,811</u> 230</p> <p style="padding-left: 20px;">B. Securities borrowed:</p> <p style="padding-left: 40px;">1. Includable in "Formula for Reserve Requirements" <u>11,392,443</u> 240</p> <p style="padding-left: 40px;">2. Other <u>80,345,172</u> 250</p> <p style="padding-left: 20px;">C. Omnibus accounts:</p> <p style="padding-left: 40px;">1. Includable in "Formula for Reserve Requirements" <u>0</u> 260</p> <p style="padding-left: 40px;">2. Other <u>0</u> 270</p> <p style="padding-left: 20px;">D. Clearing Organizations:</p> <p style="padding-left: 40px;">1. Includable in "Formula for Reserve Requirements" <u>0</u> 280</p> <p style="padding-left: 40px;">2. Other <u>2,910,590</u> 290</p> <p style="padding-left: 20px;">E. Other <u>136,852,411</u> 300</p> <p>4. Receivables from customers:</p> <p style="padding-left: 20px;">A. Securities accounts:</p> <p style="padding-left: 40px;">1. Cash and fully secured accounts <u>1,670,422,671</u> 310</p> <p style="padding-left: 40px;">2. Partly secured accounts <u>7,316,202</u> 320</p> <p style="padding-left: 40px;">3. Unsecured Accounts <u>0</u> 330</p> <p style="padding-left: 20px;">B. Commodity accounts <u>0</u> 335</p> <p style="padding-left: 20px;">C. Allowance for doubtful accounts (<u>0</u>) 335</p> <p>5. Receivables from non-customers:</p> <p style="padding-left: 20px;">A. Cash and fully secured accounts <u>1,641,475</u> 340</p> <p style="padding-left: 20px;">B. Partly secured and unsecured accounts <u>0</u> 350</p> <p>6. Securities purchased under agreements to resell <u>390,470,116</u> 360</p> <p>7. Securities and spot commodities owned, at market value:</p> <p style="padding-left: 20px;">A. Banker's acceptances, certificates of deposit and commercial paper <u>36,923,247</u> 370</p> <p style="padding-left: 20px;">B. U.S. and Canadian government obligations <u>281,763,459</u> 380</p> <p style="padding-left: 20px;">C. State and municipal government obligations <u>295,251,752</u> 390</p> <p style="padding-left: 20px;">D. Corporate obligations <u>185,887,910</u> 400</p>	<p><u>244,161</u> 550</p> <p><u>1,085,074</u> 560</p> <p><u>990,516</u> 570</p> <p><u>0</u> 580</p> <p>(<u>557,413</u>) 590</p> <p><u>0</u> 605</p>	<p>\$ <u>449,722,650</u> 750</p> <p><u>3,152,051,073</u> 760</p> <p><u>35,526,532</u> 770</p> <p><u>91,737,615</u> 780</p> <p><u>0</u> 790</p> <p><u>2,910,590</u> 800</p> <p><u>137,096,572</u> 810</p> <p><u>1,679,257,050</u> 820</p> <p><u>1,758,594</u> 830</p> <p><u>390,470,116</u> 840</p>
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FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
PART II

BOS Packet p. 174/259
Status: Accepted

BROKER OR DEALER

RAYMOND JAMES & ASSOCIATES, INC.

as of 05/31/16

STATEMENT OF FINANCIAL CONDITION

ASSETS (continued)

	<u>Allowable</u>	<u>Nonallowable</u>	<u>Total</u>
E. Stocks and warrants	\$ 27,805,822	410	
F. Options	0	420	
G. Arbitrage	0	422	
H. Other securities	28,256	424	
I. Spot Commodities	0	430	
J. Total inventory - includes encumbered securities of ... \$	83,169,122	120	\$ 827,660,446 850
8. Securities owned not readily marketable:			
A. At Cost	\$ 5,660,099	440	\$ 5,517,204 610
B. Other	0	460	0 860
9. Other investments not readily marketable:			
A. At estimated fair value	0	450	6,496,935 620
B. Other	6,496,935	140	6,496,935 870
10. Securities borrowed under subordination agreements and partners' individual and capital securities accounts, at market value:			
A. Exempted securities	\$ 0	150	
B. Other	\$ 0	160	0 880
11. Secured demand notes - market value of collateral:			
A. Exempted securities	\$ 0	170	
B. Other	\$ 0	180	0 890
12. Memberships in exchanges:			
A. Owned, at market value	\$ 0	190	
B. Owned at cost	0	470	0 650
C. Contributed for use of company, at market value	0	480	0 660
13. Investment in and receivables from affiliates, subsidiaries and associated partnerships	0	480	14,010,407 670
14. Property, furniture, equipment, leasehold improvements and rights under lease agreements:			
At cost (net of accumulated depreciation and amortization)	30,367,523	490	221,870,903 680
15. Other Assets:			
A. Dividends and interest receivable	89,248,367	500	2,995,113 690
B. Free shipments	0	510	0 700
C. Loans and advances	0	520	400,451,939 710
D. Miscellaneous	46,348,884	530	547,603,916 720
E. Collateral accepted under SFAS 140	0	536	
F. SPE Assets	0	537	1,086,648,219 930
16. TOTAL ASSETS	\$ 6,932,276,555	540	\$ 1,200,825,874 740
			\$ 8,133,102,429 940

FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
PART II

BOS Packet p. 175/259
Status: Accepted

BROKER OR DEALER RAYMOND JAMES & ASSOCIATES, INC.	as of <u>05/31/16</u>
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**STATEMENT OF FINANCIAL CONDITION
LIABILITIES AND OWNERSHIP EQUITY**

Liabilities	A.I. Liabilities *	Non-A.I. Liabilities *	Total
17. Bank loans payable:			
A. Includable in "Formula for Reserve Requirements"	\$ 1030	\$ 1240	\$ 104,235,452 1460
B. Other	1040	1250	0 1470
18. Securities sold under repurchase agreements.		1260	248,924,710 1480
19. Payable to brokers or dealers and clearing organizations:			
A. Failed to receive:			
1. Includable in "Formula for Reserve Requirements"	1050	1270	55,495,390 1490
2. Other	1060	1280	17,486,003 1500
B. Securities loaned:			
1. Includable in "Formula for Reserve Requirements"	1070		601,144,578 1510
2. Other	1080	1290	57,899,640 1520
C. Omnibus accounts:			
1. Includable in "Formula for Reserve Requirements"	1090		0 1530
2. Other	1095	1300	0 1540
D. Clearing organizations:			
1. Includable in "Formula for Reserve Requirements"	1100		6,594,255 1550
2. Other	1105	1310	0 1560
E. Other	1110	1320	175,936,719 1570
20. Payable to customers:			
A. Securities accounts - including free credits of	\$ 3,688,106,297 950	1120	3,737,093,378 1580
B. Commodities accounts	1130	1330	0 1590
21. Payable to non customers:			
A. Securities accounts	1140	1340	4,142,013 1600
B. Commodities accounts	1150	1350	0 1610
22. Securities sold not yet purchased at market value - including arbitrage of	\$ 960	1360	286,501,330 1620
23. Accounts payable and accrued liabilities and expenses:			
A. Drafts payable	1160		0 1630
B. Accounts payable	1170		737,113,156 1640
C. Income taxes payable	1180		0 1650
D. Deferred income taxes		1370	0 1660
E. Accrued expenses and other liabilities ..	1190		241,484,969 1670
F. Other	1200	1380	77,323,375 1680
G. Obligation to return securities		1386	1686
H. SPE Liabilities		1387	1687

OMIT PENNIES

*Brokers or Dealers electing the alternative net capital requirement method need not complete these columns.

FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
PART II

BROKER OR DEALER
RAYMOND JAMES & ASSOCIATES, INC. as of 05/31/16

STATEMENT OF FINANCIAL CONDITION
LIABILITIES AND OWNERSHIP EQUITY (continued)

	Liabilities	A.I. Liabilities	Non-A.I. Liabilities	Total
24. Notes and mortgages payable:				
A. Unsecured	\$	1210		\$ 0 1690
B. Secured		1211	1390	34,859,834 1700
25. Liabilities subordinated to claims of general creditors:				
A. Cash borrowings:				
1. from outsiders	\$	0970		
2. Includes equity subordination(15c3-1(d)) of	\$	0980		
B. Securities borrowings, at market value: from outsiders	\$	0990	1410	0 1720
C. Pursuant to secured demand note collateral agreements:				
1. from outsiders	\$	1000	1420	0 1730
2. Includes equity subordination(15c3-1(d)) of	\$	1010		
D. Exchange memberships contributed for use of company, at market value			1430	0 1740
E. Accounts and other borrowings not qualified for net capital purposes		1220	1440	0 1750
26. TOTAL LIABILITIES	\$	1230	1450	\$ 6,386,234,802 1760
<u>Ownership Equity</u>				
27. Sole proprietorship				\$ 0 1770
28. Partnership - limited partners	\$	1020		0 1780
29. Corporation:				
A. Preferred stock				0 1791
B. Common stock				108,350 1792
C. Additional paid- in capital				886,937,317 1793
D. Retained Earnings				859,821,960 1794
E. Total				1,746,867,627 1795
F. Less capital stock in treasury				0 1796
30. TOTAL OWNERSHIP EQUITY				\$ 1,746,867,627 1800
31. TOTAL LIABILITIES AND OWNERSHIP EQUITY				\$ 8,133,102,429 1810

OMIT PENNIES

* Brokers or Dealers electing the alternative net capital requirement method need not complete these columns.

FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
PART II

Status: Accepted BOS Packet p. 177/259

BROKER OR DEALER

RAYMOND JAMES & ASSOCIATES, INC.

as of 05/31/16

COMPUTATION OF NET CAPITAL

1. Total ownership equity (from Statement of Financial Condition - Item 1800)	\$	1,746,867,627	3480
2. Deduct: Ownership equity not allowable for Net Capital	(		3490
3. Total ownership equity qualified for Net Capital		1,746,867,627	3500
4. Add:			
A. Liabilities subordinated to claims of general creditors allowable in computation of net capital		0	3520
B. Other (deductions) or allowable credits (List)			3525
5. Total capital and allowable subordinated liabilities	\$	1,746,867,627	3530
6. Deductions and/or charges:			
A. Total non-allowable assets from			
Statement of Financial Condition (Notes B and C)	\$	1,200,825,874	3540
1. Additional charges for customers' and non-customers' security accounts		34,989,753	3550
2. Additional charges for customers' and non-customers' commodity accounts			3560
B. Aged fail-to-deliver:		2,439,719	3570
1. number of items	121	3450	
C. Aged short security differences-less reserve of	\$	3,891,894	3580
number of items	83	3470	
D. Secured demand note deficiency			3590
E. Commodity futures contracts and spot commodities - proprietary capital charges		144,150	3600
F. Other deductions and/or charges		1,349,175	3610
G. Deductions for accounts carried under Rule 15c3-1(a)(6), (a)(7) and (c)(2)(x)			3615
H. Total deductions and/or charges	(	1,243,640,565	3620
7. Other additions and/or allowable credits (List)			3630
8. Net Capital before haircuts on securities positions	\$	503,227,062	3640
9. Haircuts on securities: (computed, where applicable, pursuant to 15c3-1(f)):			
A. Contractual securities commitments	\$	6,092,767	3660
B. Subordinated securities borrowings			3670
C. Trading and investment securities:			
1. Bankers' acceptances, certificates of deposit and commercial paper		793,397	3680
2. U.S. and Canadian government obligations		8,630,622	3690
3. State and municipal government obligations		17,647,696	3700
4. Corporate obligations		39,744,683	3710
5. Stocks and warrants		4,224,156	3720
6. Options		0	3730
7. Arbitrage			3732
8. Other securities		0	3734
D. Undue concentration		0	3650
E. Other (List)		3,166,745	3736
10. Net Capital	\$	422,926,996	3750

OMIT PENNIES

**FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
PART II**

BROKER OR DEALER RAYMOND JAMES & ASSOCIATES, INC.	as of <u>05/31/16</u>
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COMPUTATION OF BASIC NET CAPITAL REQUIREMENT

11. Minimal net capital required (6-2/3% of line 19)	\$	3756
12. Minimum dollar net capital requirement of reporting broker or dealer and minimum net capital requirement of subsidiaries computed in accordance with Note (A)		3758
13. Net capital requirement (greater of line 11 or 12)	\$	3760
14. Excess net capital (line 10 less 13)	\$	3770
15. Net capital less greater of 10% of line 19 or 120% of line 12	\$	3780

COMPUTATION OF AGGREGATE INDEBTEDNESS

16. Total A.I. liabilities from Statement of Financial Condition	\$	3790
17. Add:		
A. Drafts for immediate credit	\$	3800
B. Market value of securities borrowed for which no equivalent value is paid or credited	\$	3810
C. Other unrecorded amounts (List)	\$	3820
18. Deduct: Adjustment based on deposits in Special Reserve Bank Accounts(15c3-1(c)(1)(vii))	\$	3838
19. Total aggregate indebtedness	\$	3840
20. Percentage of aggregate indebtedness to net capital (line 19 divided by line 10)	%	3850
21. Percentage of aggregate indebtedness to net capital after anticipated capital withdrawals (line 19 divided by line 10 less item 4880 page 12)	%	3853

COMPUTATION OF ALTERNATE NET CAPITAL REQUIREMENT

22. 2% of combined aggregate debit items as shown in Formula for Reserve Requirements pursuant to Rule 15c3-3 prepared as of the date of net capital computation including both brokers or dealers and consolidated subsidiaries' debits	\$	35,523,821	3870
23. Minimum dollar net capital requirement of reporting broker or dealer and minimum net capital requirement of subsidiaries computed in accordance with Note(A)	\$	1,000,000	3880
24. Net capital requirement (greater of line 22 or 23)	\$	35,523,821	3760
25. Excess net capital (line 10 less 24)	\$	387,403,175	3910
26. Percentage of Net Capital to Aggregate Debits (line 10 divided by line 18 page 8)	%	23.81	3851
27. Percentage of Net Capital, after anticipated capital withdrawals, to Aggregate Debits item 10 less Item 4880 page 12 divided by line 17 page 8)	%	21.60	3854
28. Net capital in excess of the greater of: 5% of combined aggregate debit items or 120% of minimum net capital requirement	\$	334,117,444	3920

OTHER RATIOS

29. Percentage of debt to debt-equity total computed in accordance with Rule 15c3-1 (d)	%	0.00	3860
30. Options deductions/Net Capital ratio (1000% test) total deductions exclusive of liquidating equity under Rule 15c3-1(a)(6), (a)(7) and (c)(2)(x) divided by Net Capital	%	0.00	3852

NOTES:

- (A) The minimum net capital requirement should be computed by adding the minimum dollar net capital requirement of the reporting broker dealer and, for each subsidiary to be consolidated, the greater of:
1. Minimum dollar net capital requirement, or
 2. 6-2/3% of aggregate indebtedness or 2% of aggregate debits if alternate method is used.
- (B) Do not deduct the value of securities borrowed under subordination agreements or secured demand notes covered by subordination agreements not in satisfactory form and the market values of memberships in exchanges contributed for use of company (contra to item 1740) and partners' securities which were included in non-allowable assets.
- (C) For reports filed pursuant to paragraph (d) of Rule 17a-5, respondent should provide a list of material non-allowable assets.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Status: Accepted BOS Packet p. 179/259

FORM
X-17A-5

FOCUS REPORT
(FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT)
PART II 11

(Please read instructions before preparing Form)

This report is being filed pursuant to (Check Applicable Block(s)):

- 1) Rule 17a-5(a) 16
- 2) Rule 17a-5(b) 17
- 3) Rule 17a-11 18
- 4) Special request by designated examining authority 19
- 5) Other 26

NAME OF BROKER-DEALER

MORGAN KEEGAN & COMPANY, LLC 13

ADDRESS OF PRINCIPAL PLACE OF BUSINESS (Do not use P.O. Box No.)

50 NORTH FRONT STREET 20

(No. and Street)

MEMPHIS 21 TN 22 38103-9980 23

(City)

(State)

(Zip Code)

SEC. FILE NO.

8-15001 14

FIRM ID NO.

4161 15

FOR PERIOD BEGINNING (MM/DD/YY)

04/01/16 24

AND ENDING (MM/DD/YY)

05/06/16 25

NAME AND TELEPHONE NUMBER OF PERSON TO CONTACT IN REGARD TO THIS REPORT(Area code) - Telephone No.

Marshall Ollia 30

(727)567-3601 31

NAME(S) OF SUBSIDIARIES OR AFFILIATES CONSOLIDATED IN THIS REPORT

OFFICIAL USE

32

33

34

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36

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39

DOES RESPONDENT CARRY ITS OWN CUSTOMER ACCOUNTS ? YES 40 NO 41

CHECK HERE IF RESPONDENT IS FILING AN AUDITED REPORT 42

EXECUTION:

The registrant/broker or dealer submitting this Form and its attachments and the person(s) by whom it is executed represent hereby that all information contained therein is true, correct and complete. It is understood that all required items, statements, and schedules are considered integral parts of this Form and that the submission of any amendment represents that all unamended items, statements and schedules remain true, correct and complete as previously submitted.

Dated the _____ day of _____ 20 _____

Manual Signatures of:

1) _____
Principal Executive Officer or Managing Partner

2) _____
Principal Financial Officer or Partner

3) _____
Principal Operations Officer or Partner

ATTENTION - Intentional misstatements or omissions of facts constitute Federal Criminal Violations. (See 18 U.S.C. 1001 and 15 U.S.C. 78:f (a))

FINRA

FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
PART II

BOS Packet p. 180/259
Status: Accepted

BROKER OR DEALER MORGAN KEEGAN & COMPANY, LLC	N2		100
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STATEMENT OF FINANCIAL CONDITION

as of (MM/DD/YY)	05/06/16	99
SEC FILE NO.	8-15001	98
Consolidated	<input type="checkbox"/>	198
Unconsolidated	<input checked="" type="checkbox"/>	199

ASSETS

Allowable

Nonallowable

Total

1. Cash	\$ 2,801,610	200		\$ 2,801,610	750
2. Cash segregated in compliance with federal and other regulations	0	210		0	760
3. Receivable from brokers or dealers and clearing organizations:					
A. Failed to deliver:					
1. Includable in "Formula for Reserve Requirements"	0	220			
2. Other	0	230		0	770
B. Securities borrowed:					
1. Includable in "Formula for Reserve Requirements"	0	240			
2. Other	0	250		0	780
C. Omnibus accounts:					
1. Includable in "Formula for Reserve Requirements"	0	260			
2. Other	0	270		0	790
D. Clearing Organizations:					
1. Includable in "Formula for Reserve Requirements"	0	280			
2. Other	0	290		0	800
E. Other	0	300	\$ 0	0	550
4. Receivables from customers:					
A. Securities accounts:					
1. Cash and fully secured accounts	0	310			
2. Partly secured accounts	0	320		0	560
3. Unsecured Accounts				0	570
B. Commodity accounts	0	330		0	580
C. Allowance for doubtful accounts	(0)	335	(0)	0	590
5. Receivables from non-customers:					
A. Cash and fully secured accounts	0	340			
B. Partly secured and unsecured accounts	0	350		0	600
6. Securities purchased under agreements to resell	0	360		0	605
7. Securities and spot commodities owned, at market value:					
A. Banker's acceptances, certificates of deposit and commercial paper	0	370			
B. U.S. and Canadian government obligations	0	380			
C. State and municipal government obligations	0	390			
D. Corporate obligations	0	400			

FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
PART II

BOS Packet p. 181/259
Status: Accepted

BROKER OR DEALER MORGAN KEEGAN & COMPANY, LLC	as of <u>05/06/16</u>
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STATEMENT OF FINANCIAL CONDITION

	ASSETS (continued)		
	Allowable	Nonallowable	Total
E. Stocks and warrants	\$ 0 410		
F. Options	0 420		
G. Arbitrage	0 422		
H. Other securities	0 424		
I. Spot Commodities	0 430		
J. Total inventory - includes encumbered securities of ... \$	0 120		\$ 0 850
8. Securities owned not readily marketable:			
A. At Cost	\$ 0 130	\$ 0 440	0 610
9. Other investments not readily marketable:			
..... \$	0 140		
B. At estimated fair value	0 450	0 620	0 870
10. Securities borrowed under subordination agreements and partners' individual and capital securities accounts, at market value:			
A. Exempted securities \$	0 150		
B. Other	\$ 0 160	0 460	0 630
11. Secured demand notes - market value of collateral:			
A. Exempted securities \$	0 170		
B. Other	\$ 0 180	0 470	0 640
12. Memberships in exchanges:			
A. Owned, at market value	\$ 0 190		
B. Owned at cost			0 650
C. Contributed for use of company, at market value			0 660
13. Investment in and receivables from affiliates, subsidiaries and associated partnerships	0 480	113,074 670	113,074 910
14. Property, furniture, equipment, leasehold improvements and rights under lease agreements:			
At cost (net of accumulated depreciation and amortization)	0 490	0 680	0 920
15. Other Assets:			
A. Dividends and interest receivable	0 500	0 690	
B. Free shipments	0 510	0 700	
C. Loans and advances	0 520	0 710	
D. Miscellaneous	0 530	39,346 720	
E. Collateral accepted under SFAS 140	536		
F. SPE Assets	537		39,346 930
16. TOTAL ASSETS	\$ 2,801,610 540	\$ 152,420 740	\$ 2,954,030 940

FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
PART II

BOS Packet p. 182/259
Status: Accepted

BROKER OR DEALER MORGAN KEEGAN & COMPANY, LLC	as of <u>05/06/16</u>
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STATEMENT OF FINANCIAL CONDITION
LIABILITIES AND OWNERSHIP EQUITY

Liabilities	A.I. Liabilities *	Non-A.I. Liabilities *	Total
17. Bank loans payable:			
A. Includable in "Formula for Reserve Requirements"	\$ 1030	\$ 1240	\$ 0 1460
B. Other	1040	1250	0 1470
18. Securities sold under repurchase agreements.		1260	0 1480
19. Payable to brokers or dealers and clearing organizations:			
A. Failed to receive:			
1. Includable in "Formula for Reserve Requirements"	1050	1270	0 1490
2. Other	1060	1280	0 1500
B. Securities loaned:			
1. Includable in "Formula for Reserve Requirements"	1070		0 1510
2. Other	1080	1290	0 1520
C. Omnibus accounts:			
1. Includable in "Formula for Reserve Requirements"	1090		0 1530
2. Other	1095	1300	0 1540
D. Clearing organizations:			
1. Includable in "Formula for Reserve Requirements"	1100		0 1550
2. Other	1105	1310	0 1560
E. Other	1110	1320	0 1570
20. Payable to customers:			
A. Securities accounts - including free credits of \$ 950	1120		0 1580
B. Commodities accounts	1130	1330	0 1590
21. Payable to non customers:			
A. Securities accounts	1140	1340	0 1600
B. Commodities accounts	1150	1350	0 1610
22. Securities sold not yet purchased at market value - including arbitrage of \$ 960		1360	0 1620
23. Accounts payable and accrued liabilities and expenses:			
A. Drafts payable	1160		0 1630
B. Accounts payable	1170		300,107 1640
C. Income taxes payable	1180		0 1650
D. Deferred income taxes		1370	0 1660
E. Accrued expenses and other liabilities	1190		0 1670
F. Other	1200	1380	0 1680
G. Obligation to return securities		1386	1686
H. SPE Liabilities		1387	1687

OMIT PENNIES

*Brokers or Dealers electing the alternative net capital requirement method need not complete these columns.

**FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
PART II**

BROKER OR DEALER MORGAN KEEGAN & COMPANY, LLC	as of <u>05/06/16</u>
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**STATEMENT OF FINANCIAL CONDITION
LIABILITIES AND OWNERSHIP EQUITY (continued)**

	<u>Liabilities</u>	<u>A.I. Liabilities</u> *	<u>Non-A.I. Liabilities</u> *	<u>Total</u>
24. Notes and mortgages payable:				
A. Unsecured	\$	<u>1210</u>		\$ 0 <u>1690</u>
B. Secured		<u>1211</u>	\$ <u>1390</u>	\$ 0 <u>1700</u>
25. Liabilities subordinated to claims of general creditors:				
A. Cash borrowings:			<u>1400</u>	0 <u>1710</u>
1. from outsiders \$	<u>0970</u>			
2. Includes equity subordination(15c3-1(d)) of	\$	<u>0980</u>		
B. Securities borrowings, at market value: from outsiders \$	<u>0990</u>		<u>1410</u>	0 <u>1720</u>
C. Pursuant to secured demand note collateral agreements:			<u>1420</u>	0 <u>1730</u>
1. from outsiders \$	<u>1000</u>			
2. Includes equity subordination(15c3-1(d)) of	\$	<u>1010</u>		
D. Exchange memberships contributed for use of company, at market value			<u>1430</u>	0 <u>1740</u>
E. Accounts and other borrowings not qualified for net capital purposes		<u>1220</u>	<u>1440</u>	0 <u>1750</u>
26. TOTAL LIABILITIES	\$	<u>1230</u>	\$ <u>1450</u>	\$ 300,107 <u>1760</u>
<u>Ownership Equity</u>				
27. Sole proprietorship				\$ 0 <u>1770</u>
28. Partnership - limited partners	\$	<u>1020</u>		0 <u>1780</u>
29. Corporation:				
A. Preferred stock				0 <u>1791</u>
B. Common stock				0 <u>1792</u>
C. Additional paid- in capital			1,216,391	<u>1793</u>
D. Retained Earnings			1,437,532	<u>1794</u>
E. Total			2,653,923	<u>1795</u>
F. Less capital stock in treasury			(0)	<u>1796</u>
30. TOTAL OWNERSHIP EQUITY				\$ 2,653,923 <u>1800</u>
31. TOTAL LIABILITIES AND OWNERSHIP EQUITY				\$ 2,954,030 <u>1810</u>

OMIT PENNIES

* Brokers or Dealers electing the alternative net capital requirement method need not complete these columns.

PART II

BROKER OR DEALER

MORGAN KEEGAN & COMPANY, LLC

as of 05/06/16

COMPUTATION OF NET CAPITAL

1. Total ownership equity (from Statement of Financial Condition - Item 1800)	\$	2,653,923	3480
2. Deduct: Ownership equity not allowable for Net Capital	(		3490
3. Total ownership equity qualified for Net Capital		2,653,923	3500
4. Add:			
A. Liabilities subordinated to claims of general creditors allowable in computation of net capital		0	3520
B. Other (deductions) or allowable credits (List)			3525
5. Total capital and allowable subordinated liabilities	\$	2,653,923	3530
6. Deductions and/or charges:			
A. Total non-allowable assets from			
Statement of Financial Condition (Notes B and C)	\$	152,420	3540
1. Additional charges for customers' and non-customers' security accounts		0	3550
2. Additional charges for customers' and non-customers' commodity accounts			3560
B. Aged fail-to-deliver:		0	3570
1. number of items		0	3450
C. Aged short security differences-less reserve of	\$		3460
number of items		0	3470
D. Secured demand note deficiency			3590
E. Commodity futures contracts and spot commodities - proprietary capital charges		0	3600
F. Other deductions and/or charges		0	3610
G. Deductions for accounts carried under Rule 15c3-1(a)(6), (a)(7) and (c)(2)(x)			3615
H. Total deductions and/or charges	(	152,420	3620
7. Other additions and/or allowable credits (List)			3630
8. Net Capital before haircuts on securities positions	\$	2,501,503	3640
9. Haircuts on securities: (computed, where applicable, pursuant to 15c3-1(f)):			
A. Contractual securities commitments	\$	0	3660
B. Subordinated securities borrowings			3670
C. Trading and investment securities:			
1. Bankers' acceptances, certificates of deposit and commercial paper		0	3680
2. U.S. and Canadian government obligations		0	3690
3. State and municipal government obligations		0	3700
4. Corporate obligations		0	3710
5. Stocks and warrants		0	3720
6. Options		0	3730
7. Arbitrage			3732
8. Other securities		0	3734
D. Undue concentration		0	3650
E. Other (List)		0	3736
10. Net Capital	\$	2,501,503	3750

OMIT PENNIES

FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
PART II

BROKER OR DEALER
MORGAN KEEGAN & COMPANY, LLC

as of 05/06/16

COMPUTATION OF BASIC NET CAPITAL REQUIREMENT

Part A

11. Minimal net capital required (6-2/3% of line 19)	\$	3756
12. Minimum dollar net capital requirement of reporting broker or dealer and minimum net capital requirement of subsidiaries computed in accordance with Note (A)	\$	3758
13. Net capital requirement (greater of line 11 or 12)	\$	3760
14. Excess net capital (line 10 less 13)	\$	3770
15. Net capital less greater of 10% of line 19 or 120% of line 12	\$	3780

COMPUTATION OF AGGREGATE INDEBTEDNESS

16. Total A.I. liabilities from Statement of Financial Condition	\$	3790
17. Add:		
A. Drafts for immediate credit	\$	3800
B. Market value of securities borrowed for which no equivalent value is paid or credited	\$	3810
C. Other unrecorded amounts (List)	\$	3820
18. Deduct: Adjustment based on deposits in Special Reserve Bank Accounts(15c3-1(c)(1)(vii))	\$	3838
19. Total aggregate indebtedness	\$	3840
20. Percentage of aggregate indebtedness to net capital (line 19 divided by line 10)	%	3850
21. Percentage of aggregate indebtedness to net capital after anticipated capital withdrawals (line 19 divided by line 10 less item 4880 page 12)	%	3853

COMPUTATION OF ALTERNATE NET CAPITAL REQUIREMENT

Part B

22. 2% of combined aggregate debit items as shown in Formula for Reserve Requirements pursuant to Rule 15c3-3 prepared as of the date of net capital computation including both brokers or dealers and consolidated subsidiaries' debits	\$	0	3870
23. Minimum dollar net capital requirement of reporting broker or dealer and minimum net capital requirement of subsidiaries computed in accordance with Note(A)	\$	250,000	3880
24. Net capital requirement (greater of line 22 or 23)	\$	250,000	3760
25. Excess net capital (line 10 less 24)	\$	2,251,503	3910
26. Percentage of Net Capital to Aggregate Debits (line 10 divided by line 18 page 8)	%	0.00	3851
27. Percentage of Net Capital, after anticipated capital withdrawals, to Aggregate Debits item 10 less item 4880 page 12 divided by line 17 page 8)	%	0.00	3854
28. Net capital in excess of the greater of: 5% of combined aggregate debit items or 120% of minimum net capital requirement	\$	2,201,503	3920

OTHER RATIOS

Part C

29. Percentage of debt to debt-equity total computed in accordance with Rule 15c3-1 (d)	%	0.00	3860
30. Options deductions/Net Capital ratio (1000% test) total deductions exclusive of liquidating equity under Rule 15c3-1(a)(6), (a)(7) and (c)(2)(x) divided by Net Capital	%	0.00	3852

NOTES:

- (A) The minimum net capital requirement should be computed by adding the minimum dollar net capital requirement of the reporting broker dealer and, for each subsidiary to be consolidated, the greater of:
 1. Minimum dollar net capital requirement, or
 2. 6-2/3% of aggregate indebtedness or 2% of aggregate debits if alternate method is used.
- (B) Do not deduct the value of securities borrowed under subordination agreements or secured demand notes covered by subordination agreements not in satisfactory form and the market values of memberships in exchanges contributed for use of company (contra to item 1740) and partners' securities which were included in non-allowable assets.
- (C) For reports filed pursuant to paragraph (d) of Rule 17a-5, respondent should provide a list of material non-allowable assets.

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BROKER OR DEALER MORGAN KEEGAN & COMPANY, LLC	For the period (MMDDYY) from	04/01/16	3932	to	05/06/16	3933
	Number of months included in this statement				2	3931

STATEMENT OF INCOME (LOSS)

REVENUE

1. Commissions:			
a. Commissions on transactions in listed equity securities executed on an exchange	.....	\$	0 3935
b. Commissions on transactions in exchange listed equity securities executed over-the-counter	.....		0 3937
c. Commissions on listed option transactions	.....		0 3938
d. All other securities commissions	.....		0 3939
e. Total securities commissions	.....		0 3940
2. Gains or losses on firm securities trading accounts			
a. From market making in over-the-counter equity securities	.....		0 3941
1. Includes gains or (losses) OTC market making in exchange listed equity securities	.....		3943
b. From trading in debt securities	.....		0 3944
c. From market making in options on a national securities exchange	.....		3945
d. From all other trading	.....		0 3949
e. Total gains or (losses)	.....		0 3950
3. Gains or losses on firm securities investment accounts			
a. Includes realized gains (losses)	.....		4235
b. Includes unrealized gains (losses)	.....	0	4236
c. Total realized and unrealized gains (losses)	.....		0 3952
4. Profits or losses from underwriting and selling groups			
a. Includes underwriting income from corporate equity securities	.....		4237
5. Margin interest	.....		0 3960
6. Revenue from sale of investment company shares	.....		0 3970
7. Fees for account supervision, investment advisory and administrative services	.....		0 3975
8. Revenue from research services	.....		0 3980
9. Commodities revenue	.....		0 3990
10. Other revenue related to securities business	.....		1,033 3985
11. Other revenue	.....		0 3995
12. Total revenue	.....	\$	1,033 4030

EXPENSES

13. Registered representatives' compensation	.....	\$	0 4110
14. Clerical and administrative employees' expenses	.....		0 4040
15. Salaries and other employment costs for general partners and voting stockholder officers	.....		0 4120
a. Includes interest credited to General and Limited Partners capital accounts	.....		4130
16. Floor brokerage paid to certain brokers (see definition)	.....		0 4055
17. Commissions and clearance paid to all other brokers (see definition)	.....		0 4145
18. Clearance paid to non-brokers (see definition)	.....		0 4135
19. Communications	.....		0 4060
20. Occupancy and equipment costs	.....		0 4080
21. Promotional costs	.....		34 4150
22. Interest expense	.....		0 4075
a. Includes interest on accounts subject to subordination agreements	.....		4070
23. Losses in error account and bad debts	.....		0 4170
24. Data processing costs (including service bureau service charges)	.....		0 4188
25. Non-recurring charges	.....		4190
26. Regulatory fees and expenses	.....		(10,796) 4195
27. Other expenses	.....		845 4100
28. Total expenses	.....	\$	(9,917) 4200

NET INCOME

29. Income (loss) before Federal income taxes and items below (Item 12 less Item 28)	.....	\$	10,950 4210
30. Provision for Federal Income taxes (for parent only)	.....		(935) 4220
31. Equity in earnings (losses) of unconsolidated subsidiaries not included above	.....		0 4222
a. After Federal income taxes of	.....		4238
32. Extraordinary gains (losses)	.....		0 4224
a. After Federal income taxes of	.....		4239
33. Cumulative effect of changes in accounting principles	.....		0 4225
34. Net income (loss) after Federal Income taxes and extraordinary items	.....	\$	11,885 4230

MONTHLY INCOME

35. Income (current month only) before provision for Federal income taxes and extraordinary items	\$	13,623 4211
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FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
PART II

BOS Packet p. 187/259
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BROKER OR DEALER
MORGAN KEEGAN & COMPANY, LLC

as of 05/06/16

FORMULA FOR DETERMINATION OF CUSTOMER ACCOUNT RESERVE REQUIREMENTS
OF BROKERS AND DEALERS UNDER RULE 15c3-3
(See Rule 15c3-3, Exhibit A and Related Notes)

CREDIT BALANCES

1. Free credit balances and other credit balances in customers' security accounts (See Note A)	\$	<u>4340</u>	
2. Monies borrowed collateralized by securities carried for the accounts of customers (See Note B)		<u>4350</u>	
3. Monies payable against customers' securities loaned (See Note C)		<u>4360</u>	
4. Customers' securities failed to receive (See Note D)		<u>4370</u>	
5. Credit balances in firm accounts which are attributable to principal sales to customers		<u>4380</u>	
6. Market value of stock dividends, stock splits and similar distributions receivable outstanding over 30 calendar days		<u>4390</u>	
7. ** Market value of short security count differences over 30 calendar days old		<u>4400</u>	
8. ** Market value of short securities and credits (not to be offset by longs or by debits) in all suspense accounts over 30 calendar days		<u>4410</u>	
9. Market value of securities which are in transfer in excess of 40 calendar days and have not been confirmed to be in transfer by the transfer agent or the issuer during the 40 days		<u>4420</u>	
10. Other (List)		<u>4425</u>	
11. TOTAL CREDITS	\$		<u>4430</u>

DEBIT BALANCES

12. ** Debit balances in customers' cash and margin accounts excluding unsecured accounts and accounts doubtful of collection (See Note E)	\$	<u>4440</u>	
13. Securities borrowed to effectuate short sales by customers and securities borrowed to make delivery on customers' securities failed to deliver		<u>4450</u>	
14. Failed to deliver of customers' securities not older than 30 calendar days		<u>4460</u>	
15. Margin required and on deposit with the Options Clearing Corporation for all option contracts written or purchased in customer accounts (See Note F)		<u>4465</u>	
16. Margin required and on deposit with a clearing agency registered with the Commission under section 17A of the Act (15 U.S.C. 78q-1) or a derivatives clearing organization registered with the Commodity Futures Trading Commission under section 5b of the Commodity Exchange Act (7 U.S.C. 7a-1) related to the following types of positions written, purchased or sold in customer accounts: (1) security futures products and (2) futures contracts (and options thereon) carried in a securities account pursuant to an SRO portfolio margining rule (See Note G)		<u>4467</u>	
17. Other (List)		<u>4469</u>	
18. ** Aggregate debit items	\$		<u>4470</u>
19. ** Less 3% (for alternative method only - see Rule 15c3-1(a)(1)(ii))		()	<u>4471</u>
20. ** TOTAL 15c3-3 DEBITS			<u>4472</u>

RESERVE COMPUTATION

21. Excess of total debits over total credits (line 20 less line 11)	\$	<u>4480</u>	
22. Excess of total credits over total debits (line 11 less line 20)		<u>4490</u>	
23. If computation is made monthly as permitted, enter 105% of excess of total credits over total debits		<u>4500</u>	
24. Amount held on deposit in "Reserve Bank Account(s)", including \$ <u>4505</u> value of qualified securities, at end of reporting period		<u>4510</u>	
25. Amount of deposit (or withdrawal) including \$ <u>4515</u> value of qualified securities		<u>4520</u>	
26. New amount in Reserve Bank Account(s) after adding deposit or subtracting withdrawal including \$ <u>4525</u> value of qualified securities	\$		<u>4530</u>
27. Date of deposit (MMDDYY)			<u>4540</u>

FREQUENCY OF COMPUTATION

OMIT PENNIES

28. Daily 4332 Weekly 4333 Monthly 4334

** In the event the Net Capital Requirement is computed under the alternative method, this "Reserve Formula" shall be prepared in accordance with the requirements of paragraph (a)(1)(ii) of Rule 15c3-1.

BROKER OR DEALER
MORGAN KEEGAN & COMPANY, LLC as of 05/06/16

FORMULA FOR DETERMINATION OF PAB ACCOUNT RESERVE REQUIREMENTS
OF BROKERS AND DEALERS UNDER RULE 15c3-3
(See Rule 15c3-3, Exhibit A and Related Notes*)

CREDIT BALANCES

1. Free credit balances and other credit balances in PAB security accounts (See Note A)	\$	2110
2. Monies borrowed collateralized by securities carried for the accounts of PAB (See Note B)		2120
3. Monies payable against PAB securities loaned (See Note C)		2130
4. PAB securities failed to receive (See Note D)		2140
5. Credit balances in firm accounts which are attributable to principal sales to PAB		2150
6. Market value of stock dividends, stock splits and similar distributions receivable outstanding over 30 calendar days		2152
7. ** Market value of short security count differences over 30 calendar days old		2154
8. ** Market value of short securities and credits (not to be offset by longs or by debits) in all suspense accounts over 30 calendar days		2156
9. Market value of securities which are in transfer in excess of 40 calendar days and have not been confirmed to be in transfer by the transfer agent or the issuer during the 40 days		2158
10. Other (List)		2160
11. TOTAL PAB CREDITS	\$	2170

DEBIT BALANCES

12. Debit balances in PAB cash and margin accounts excluding unsecured accounts and accounts doubtful of collection (See Note E)	\$	2180
13. Securities borrowed to effectuate short sales by PAB and securities borrowed to make delivery on PAB securities failed to deliver		2190
14. Failed to deliver of PAB securities not older than 30 calendar days		2200
15. Margin required and on deposit with the Options Clearing Corporation for all option contracts written or purchased in PAB accounts (See Note F)		2210
16. Margin required and on deposit with a clearing agency registered with the Commission under section 17A of the Act (15 U.S.C. 78q-1) or a derivatives clearing organization registered with the Commodity Futures Trading Commission under section 5b of the Commodity Exchange Act (7 U.S.C. 7a-1) related to the following types of positions written, purchased or sold in PAB accounts: (1) security futures products and (2) futures contracts (and options thereon) carried in a securities account pursuant to an SRO portfolio margining rule (See Note G)		2215
17. Other (List)		2220
18. TOTAL PAB DEBITS	\$	2230

RESERVE COMPUTATION

19. Excess of total PAB debits over total PAB credits (line 18 less line 11)	\$	2240
20. Excess of total PAB credits over total PAB debits (line 11 less line 18)		2250
21. Excess debits in customer reserve formula computation		2260
22. PAB Reserve Requirement (line 20 less line 21)		2270
23. Amount held on deposit in "Reserve Bank Account(s)", including \$ 2275 value of qualified securities, at end of reporting period		2280
24. Amount of deposit (or withdrawal) including \$ 2285 value of qualified securities		2290
25. New amount in Reserve Bank Account(s) after adding deposit or subtracting withdrawal including \$ 2295 value of qualified securities	\$	2300
26. Date of deposit (MMDDYY)		2310

FREQUENCY OF COMPUTATION

27. Daily 2315 Weekly 2320 Monthly 2330

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* See Notes regarding the PAB Reserve Bank Account Computation (Notes 1 through 10).
** In the event the Net Capital Requirement is computed under the alternative method, this "Reserve Formula" shall be prepared in accordance with the requirements of paragraph (a)(1)(ii) of Rule 15c3-1.

**FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
 PART II**

BROKER OR DEALER MORGAN KEEGAN & COMPANY, LLC	as of <u>05/06/16</u>
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**COMPUTATION FOR DETERMINATION OF RESERVE REQUIREMENTS
 FOR BROKER-DEALERS UNDER RULE 15c3-3 (continued)**

EXEMPTIVE PROVISIONS

26. If an exemption from Rule 15c3-3 is claimed, identify below the section upon which such exemption is based:
- | | | |
|--|------|------|
| A. (k) (1)-Limited business (mutual funds and/or variable annuities only) | \$ | 4550 |
| B. (k) (2)(i)-"Special Account for the Exclusive Benefit of customers" maintained | | 4560 |
| | X | |
| C. (k) (2)(ii)-All customer transactions cleared through another broker-dealer on a fully disclosed basis.
Name(s) of Clearing Firm(s) - Please separate multiple names with a semi-colon | | 4570 |
| | 4335 | 4570 |
| D. (k) (3)-Exempted by order of the Commission | | 4580 |

Information for Possession or Control Requirements Under Rule 15c3-3

State the market valuation and the number of items of:

- | | | |
|--|----|------|
| 1. Customers' fully paid securities and excess margin securities not in the respondent's possession or control as of the report date (for which instructions to reduce to possession or control had been issued as of the report date) but for which the required action was not taken by respondent within the time frames specified under Rule 15c3-3. Notes A and B. | \$ | 4586 |
| A. Number of items | | 4587 |
| 2. Customers' fully paid securities and excess margin securities for which instructions to reduce to possession or control had not been issued as of the report date, excluding items arising from "temporary lags which result from normal business operations" as permitted under Rule 15c3-3. Notes B,C and D | | 4588 |
| A. Number of items | \$ | 4589 |
| OMIT PENNIES | | |
| 3. The system and procedures utilized in complying with the requirement to maintain physical possession or control of customers' fully paid and excess margin securities have been tested and are functioning in a manner adequate to fulfill the requirements of Rule 15c3-3 ... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | | 4584 |
| | | 4585 |

NOTES

- A--Do not include in item one customers' fully paid and excess margin securities required by Rule 15c3-3 to be in possession or control but for which no action was required by the respondent as of the report date or required action was taken by respondent within the time frames specified under Rule 15c3-3.
- B--State separately in response to items one and two whether the securities reported in response thereto were subsequently reduced to possession or control by the respondent.
- C--Be sure to include in item two only items not arising from "temporary lags which result from normal business operations" as permitted under Rule 15c3-3.
- D--Item two must be responded to only with report which is filed as of the date selected for the broker's or dealer's annual audit of financial statements, whether or not such date is the end of a calendar quarter. The response to item two should be filed within 60 calendar days after such date, rather than with the remainder of this report. This information may be required on a more frequent basis by the Commission or the designated examining authority in accordance with Rule 17a-5(a)(2)(iv).

**SUPPLEMENT TO
 FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
 PART II**

BROKER OR DEALER MORGAN KEEGAN & COMPANY, LLC	as of <u>05/06/16</u>
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**STATEMENT OF SEGREGATION REQUIREMENTS AND FUNDS IN SEGREGATION
 FOR CUSTOMERS TRADING ON U.S. COMMODITY EXCHANGES**

SEGREGATION REQUIREMENTS (Section 4d(2) of the CEAct)

1. Net ledger balance			
A. Cash	\$		7010
B. Securities (at market)			7020
2. Net unrealized profit (loss) in open futures contracts traded on a contract market			7030
3. Exchange traded options			
A. Add market value of open option contracts purchased on a contract market			7032
B. Deduct market value of open option contracts granted (sold) on a contract market	(		7033
4. Net equity (deficit) (add lines 1, 2, and 3)			7040
5. Accounts liquidating to a deficit and accounts with debit balances			
- gross amount			7045
Less: amount offset by customer owned securities	(		7047
6. Amount required to be segregated (add lines 4 and 5)		\$	7060

FUNDS IN SEGREGATED ACCOUNTS

7. Deposited in segregated funds bank accounts			
A. Cash			7070
B. Securities representing investments of customers' funds (at market)			7080
C. Securities held for particular customers or option customers in lieu of cash (at market)			7090
8. Margins on deposit with derivatives clearing organizations of contract markets			
A. Cash	\$		7100
B. Securities representing investments of customers' funds (at market)			7110
C. Securities held for particular customers or option customers in lieu of cash (at market)			7120
9. Net settlement from (to) derivatives clearing organizations of contract markets			7130
10. Exchange traded options			
A. Value of open long option contracts			7132
B. Value of open short option contracts	(		7133
11. Net equities with other FCMs			
A. Net liquidating equity			7140
B. Securities representing investments of customers' funds (at market)			7160
C. Securities held for particular customers or option customers in lieu of cash (at market)			7170
12. Segregated funds on hand (describe: _____)			7150
13. Total amount in segregation (add lines 7 through 12)			7180
14. Excess (deficiency) funds in segregation (subtract line 6 from line 13)		\$	7190
15. Management Target Amount for Excess funds in segregation		\$	7194
16. Excess (deficiency) funds in segregation over (under) Management Target Amount Excess		\$	7198

SUPPLEMENT TO
FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
PART II

BOS Packet p. 191/259
Status: Accepted

BROKER OR DEALER MORGAN KEEGAN & COMPANY, LLC	as of <u>05/06/16</u>
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STATEMENT OF SEGREGATION REQUIREMENTS AND FUNDS IN SEGREGATION
FOR CUSTOMERS' DEALER OPTIONS ACCOUNTS

1. Amount required to be segregated in accordance with Commission regulation 32.6	\$ _____ 7200
2. Funds in segregated accounts	
A. Cash	\$ _____ 7210
B. Securities (at market)	_____ 7220
C. Total	_____ 7230
3. Excess (deficiency) funds in segregation (subtract line 2.C from line 1)	\$ _____ 7240

SUPPLEMENT TO
 FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
 PART II

BOS Packet p. 192/259
 Status: Accepted

BROKER OR DEALER MORGAN KEEGAN & COMPANY, LLC	as of <u>05/06/16</u>
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STATEMENT OF SECURED AMOUNTS AND FUNDS HELD IN SEPARATE ACCOUNTS
 PURSUANT TO COMMISSION REGULATION 30.7

FOREIGN FUTURES AND FOREIGN OPTIONS SECURED AMOUNTS

Amount required to be set aside pursuant to law, rule or regulation of a foreign government or a rule of a self-regulatory organization authorized thereunder		\$		7305
1. Net ledger balance - Foreign Futures and Foreign Option Trading - All Customers				
A. Cash		\$		7315
B. Securities (at market)				7317
2. Net unrealized profit (loss) in open futures contracts traded on a foreign board of trade				7325
3. Exchange traded options				
A. Market value of open option contracts purchased on a foreign board of trade				7335
B. Market value of open contracts granted (sold) on a foreign board of trade				7337
4. Net equity (deficit) (add lines 1, 2, and 3.)		\$		7345
5. Accounts liquidating to a deficit and accounts with debit balances - gross amount		\$		7351
Less: amount offset by customer owned securities			(	7352
				7354
6. Amount required to be set aside as the secured amount - Net Liquidating Equity Method (add lines 4 and 5)		\$		7355
7. Greater of amount required to be set aside pursuant to foreign jurisdiction (above) or line 6.		\$		7360

SUPPLEMENT TO
 FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
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BROKER OR DEALER

MORGAN KEEGAN & COMPANY, LLC

as of 05/06/16

STATEMENT OF SECURED AMOUNTS AND FUNDS HELD IN SEPARATE ACCOUNTS
 PURSUANT TO COMMISSION REGULATION 30.7

FUNDS DEPOSITED IN SEPARATE REGULATION 30.7 ACCOUNTS

1. Cash in banks		
A. Banks located in the United States	\$	<u>7500</u>
B. Other banks qualified under Regulation 30.7		
Name(s):	<u>7510</u>	<u>7520</u> \$ <u>7530</u>
2. Securities		
A. In safekeeping with banks located in the United States	\$	<u>7540</u>
B. In safekeeping with other banks qualified under Regulation 30.7		
Name(s):	<u>7550</u>	<u>7560</u> <u>7570</u>
3. Equities with registered futures commission merchants		
A. Cash	\$	<u>7580</u>
B. Securities		<u>7590</u>
C. Unrealized gain (loss) on open futures contracts		<u>7600</u>
D. Value of long option contracts		<u>7610</u>
E. Value of short option contracts	(	<u>7615</u> <u>7620</u>
4. Amounts held by clearing organizations of foreign boards of trade		
Name(s):	<u>7630</u>	
A. Cash	\$	<u>7640</u>
B. Securities		<u>7650</u>
C. Amount due to (from) clearing organizations - daily variation		<u>7660</u>
D. Value of long option contracts		<u>7670</u>
E. Value of short option contracts	(	<u>7675</u> <u>7680</u>
5. Amounts held by members of foreign boards of trade		
Name(s):	<u>7690</u>	
A. Cash	\$	<u>7700</u>
B. Securities		<u>7710</u>
C. Unrealized gain (loss) on open futures contracts		<u>7720</u>
D. Value of long option contracts		<u>7730</u>
E. Value of short option contracts	(	<u>7735</u> <u>7740</u>
6. Amounts with other depositories designated by a foreign board of trade		
Name(s):	<u>7750</u>	<u>7760</u>
7. Segregated funds on hand (describe: _____)		
		<u>7765</u>
8. Total funds in separate section 30.7 accounts		
	\$	<u>7770</u>
9. Excess (deficiency) set Aside Funds for Secured Amount (subtract Line 7 Secured Statement page T10-3 from Line 8)		
	\$	<u>7380</u>
10. Management Target Amount for Excess funds in separate section 30.7 accounts		
	\$	<u>7780</u>
11. Excess (deficiency) funds in separate 30.7 accounts over (under) Management Target		
	\$	<u>7785</u>

SUPPLEMENT TO
 FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
 PART II

BROKER OR DEALER
 MORGAN KEEGAN & COMPANY, LLC

as of 05/06/16

STATEMENT OF CLEARED SWAPS CUSTOMER SEGREGATION REQUIREMENTS AND
 FUNDS IN CLEARED SWAPS CUSTOMER ACCOUNTS UNDER 4D(F) OF THE CEA

Cleared Swaps Customer Requirements

1. Net ledger balance		
A. Cash	\$	8500
B. Securities (at market)		8510
2. Net unrealized profit (loss) in open cleared swaps		8520
3. Cleared swaps options		
A. Market value of open cleared swaps option contracts purchased		8530
B. Market value of open cleared swaps option contracts granted (sold)	(	8540
4. Net equity (deficit) (add lines 1, 2, and 3)	\$	8550
5. Accounts liquidating to a deficit and accounts with debit balances - gross amount	\$	8560
Less: amount offset by customer owned securities	(	8570
6. Amount required to be segregated for cleared swaps customers (add lines 4 and 5)	\$	8590

Funds in Cleared Swaps Customer Segregated Accounts

7. Deposited in cleared swaps customer segregated accounts at banks		
A. Cash	\$	8600
B. Securities representing investments of cleared swaps customers' funds (at market)		8610
C. Securities held for particular cleared swaps customers in lieu of cash (at market)		8620
8. Margins on deposit with derivatives clearing organizations in cleared swaps customer segregated accounts		
A. Cash		8630
B. Securities representing investments of cleared swaps customers' funds (at market)		8640
C. Securities held for particular cleared swaps customers in lieu of cash (at market)		8650
9. Net settlement from (to) derivatives clearing organizations		8660
10. Cleared swaps options		
A. Value of open cleared swaps long option contracts		8670
B. Value of open cleared swaps short option contracts	(	8680
11. Net equities with other FCMs		
A. Net liquidating equity		8690
B. Securities representing investments of cleared swaps customers' funds (at market)		8700
C. Securities held for particular cleared swaps customers in lieu of cash (at market)		8710
12. Cleared swaps customer funds on hand (describe: _____)		8715
13. Total amount in cleared swaps customer segregation (add lines 7 through 12)	\$	8720
14. Excess (deficiency) funds in cleared swaps customer segregation (subtract line 6 from line 13)	\$	8730
15. Management Target Amount for Excess funds in cleared swaps segregated accounts	\$	8760
16. Excess (deficiency) funds in cleared swaps customer segregated accounts over (under) Management Target Excess	\$	8770

SUPPLEMENT TO
 FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
 PART II

BROKER OR DEALER MORGAN KEEGAN & COMPANY, LLC	as of <u>05/06/16</u>
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COMPUTATION OF CFTC MINIMUM NET CAPITAL REQUIREMENT

Net Capital required

A. Risk-Based Requirement

i. Amount of Customer Risk

Maintenance Margin requirement 7415

ii. Enter 8% of line A.i

7425

iii. Amount of Non-Customer Risk

Maintenance Margin requirement 7435

iv. Enter 8% of line A.iii

7445

v. Add lines A.ii and A.iv.

7455

B. Minimum Dollar Amount Requirement

7465

C. Other NFA Requirement

7475

D. Minimum CFTC Net Capital Requirement.

Enter the greatest of lines A, B or C 7490

Note: If amount on Line D (7490) is greater than minimum net capital requirement computed on Line 3760 (Page 6) then enter this greater amount on Line 3760. The greater of the amount required by SEC or CFTC is the minimum net capital requirement.

CFTC Early Warning Level

7495

Note: If the Minimum Net Capital Requirement computed on Line D (7490) is:

- (1) Risk Based Requirement, enter 110% of Line A (7455), or
- (2) Minimum Dollar Requirement of \$1,000,000 enter 150% of Line B (7465), or
- (3) Minimum Dollar Requirement of \$20,000,000 for FCMs offering or engaging in retail forex transactions or Retail Foreign Exchange Dealers ("RFED"), enter 110% of Line B (7465), or
- (4) Other NFA Requirement of \$20,000,000 plus five percent of the FCM's offering or engaging in retail forex transactions or Retail Foreign Exchange Dealers ("RFED") total retail forex obligations in excess of \$10,000,000 enter 110% of Line C (7475), or
- (5) Other NFA Requirement, enter 150% of Line C (7475).

FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
PART II

BOS Packet p. 196/259
Status: Accepted

BROKER OR DEALER

MORGAN KEEGAN & COMPANY, LLC

as of 05/06/16

Ownership Equity and Subordinated Liabilities maturing or proposed to be
withdrawn within the next six months and accruals, (as defined below),
which have not been deducted in the computation of Net Capital.

Type of Proposed withdrawal or Accrual (See below for code to enter)	Name of Lender or Contributor	Insider or Outsider ? (In or Out)	Amount to be with- drawn (cash amount and/or Net Capital Value of Securities)	(MMDDYY) Withdrawal or Maturity Date	Expect to Renew (Yes or No)	
4600		4601	4602	4603	4604	4605
4610		4611	4612	4613	4614	4615
4620		4621	4622	4623	4624	4625
4630		4631	4632	4633	4634	4635
4640		4641	4642	4643	4644	4645
4650		4651	4652	4653	4654	4655
4660		4661	4662	4663	4664	4665
4670		4671	4672	4673	4674	4675
4680		4681	4682	4683	4684	4685
4690		4691	4692	4693	4694	4695

TOTAL \$ 4699*

OMIT PENNIES

* To agree with the total on Recap (Item No. 4880)

Instructions: Detail listing must include the total of items maturing during the six month period following the report date, regardless of whether or not the capital contribution is expected to be renewed. The schedule must also include proposed capital withdrawals scheduled within the six month period following the report date including the proposed redemption of stock and payments of liabilities secured by fixed assets (which are considered allowable assets in the capital computation pursuant to Rule 15c3-1(c) (2) (iv)), which could be required by the lender on demand or in less than six months.

WITHDRAWAL CODE:	DESCRIPTION
1.	Equity Capital
2.	Subordinated Liabilities
3.	Accruals
4.	15c3-1(c) (2) (iv) Liabilities

FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
Capital Withdrawals
PART II

BROKER OR DEALER MORGAN KEEGAN & COMPANY, LLC	as of <u>05/06/16</u>
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RECAP

Ownership Equity and Subordinated Liabilities maturing or proposed to be withdrawn within the next six months and accruals, which have not been deducted in the computation of Net Capital.

1. Equity Capital

A. Partnership Capital:	
1. General Partners	\$ 4700
2. Limited	4710
3. Undistributed Profits	4720
4. Other (describe below)	4730
5. Sole Proprietorship	4735
B. Corporation Capital:	
1. Common Stock	4740
2. Preferred Stock	4750
3. Retained Earnings (Dividends and Other)	4760
4. Other (describe below)	4770

2. Subordinated Liabilities

A. Secured Demand Notes	4780
B. Cash Subordinations	4790
C. Debentures	4800
D. Other (describe below)	4810

3. Other Anticipated Withdrawals

A. Bonuses	4820
B. Voluntary Contributions to Pension or Profit Sharing Plans	4860
C. Other (describe below)	4870
Total	\$ 4880

4. Description of Other

**STATEMENT OF CHANGES IN OWNERSHIP EQUITY
 (SOLE PROPRIETORSHIP, PARTNERSHIP OR CORPORATION)**

1. Balance, beginning of period	\$	2,642,038	4240
A. Net Income (loss)		11,885	4250
B. Additions (includes non-conforming capital of	\$	4262)	0 4260
C. Deductions (includes non-conforming capital of	\$	4272)	0 4270
2. Balance, end of period (From Item 1800)	\$	2,653,923	4290

**STATEMENT OF CHANGES IN LIABILITIES SUBORDINATED
 TO CLAIMS OF GENERAL CREDITORS**

3. Balance, beginning of period	\$	4300	
A. Increases		4310	
B. Decreases		4320	
4. Balance, end of period (From item 3520)	\$	0	4330

OMIT PENNIES

**FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
PART II**

BROKER OR DEALER

MORGAN KEEGAN & COMPANY, LLC

as of 05/06/16

FINANCIAL AND OPERATIONAL DATA

1. Month end total number of stock record breaks unresolved over three business days.	<u>Valuation</u>	<u>Number</u>
A. breaks long	\$ <u>4890</u>	<u>4900</u>
B. breaks short	\$ <u>4910</u>	<u>4920</u>
2. Is the firm in compliance with Rule 17a-13 regarding periodic count and verification of securities positions and locations at least once in each calendar quarter? (Check one)	Yes <input checked="" type="checkbox"/> <u>4930</u>	No <input type="checkbox"/> <u>4940</u>
A) If response is negative attach explanation of steps being taken to comply with Rule 17a-13.		
3. Personnel employed at end of reporting period:		
A. Income producing personnel		<u>4950</u>
B. Non-income producing personnel (all other)		<u>4960</u>
C. Total		<u>4970</u>
4. Actual number of tickets executed during current month of reporting period		<u>4980</u>
5. Number of corrected customer confirmations mailed after settlement date		<u>4990</u>

	<u>No. of Items</u>	<u>Debit (Short Value)</u>	<u>No. of Items</u>	<u>Credit (Long Value)</u>
6. Money differences	<u>5000</u>	\$ <u>5010</u>	<u>5020</u>	\$ <u>5030</u>
7. Security suspense accounts	<u>5040</u>	\$ <u>5050</u>	<u>5060</u>	\$ <u>5070</u>
8. Security difference accounts	<u>5080</u>	\$ <u>5090</u>	<u>5100</u>	\$ <u>5110</u>
9. Commodity suspense accounts	<u>5120</u>	\$ <u>5130</u>	<u>5140</u>	\$ <u>5150</u>

10. Open transactions with correspondents, other brokers, clearing organizations, depositories and interoffice and intercompany accounts which could result in a charge-unresolved amounts over 30 calendar days	<u>5160</u>	\$ <u>5170</u>	<u>5180</u>	\$ <u>5190</u>
11. Bank account reconciliations-unresolved amounts over 30 calendar days	<u>5200</u>	\$ <u>5210</u>	<u>5220</u>	\$ <u>5230</u>
12. Open transfers over 40 calendar days, not confirmed	<u>5240</u>	\$ <u>5250</u>	<u>5260</u>	\$ <u>5270</u>
13. Transactions in reorganization accounts-over 60 calendar days	<u>5280</u>	\$ <u>5290</u>	<u>5300</u>	\$ <u>5310</u>
14. Total	<u>5320</u>	\$ <u>5330</u>	<u>5340</u>	\$ <u>5350</u>

	<u>No. of Items</u>	<u>Ledger Amount</u>	<u>Market Value</u>
15. Failed to deliver 5 business days or longer (21 business days or longer in the case of Municipal Securities)	<u>5360</u>	\$ <u>5361</u>	<u>5362</u>
16. Failed to receive 5 business days or longer (21 business days or longer in the case of Municipal Securities)	<u>5363</u>	\$ <u>5364</u>	<u>5365</u>
17. Security concentrations (See instructions in Part I):			
A. Proprietary positions		\$	<u>5370</u>
B. Customers' accounts under Rule 15c3-3		\$	<u>5374</u>
18. Total of personal capital borrowings due within six months		\$	<u>5378</u>
19. Maximum haircuts on underwriting commitments during the period		\$	<u>5380</u>
20. Planned capital expenditures for business expansion during next six months		\$	<u>5382</u>
21. Liabilities of other individuals or organizations guaranteed by respondent		\$	<u>5384</u>
22. Lease and rentals payable within one year		\$	<u>5386</u>
23. Aggregate lease and rental commitments payable for entire term of the lease			
A. Gross		\$	<u>5388</u>
B. Net		\$	<u>5390</u>

OMIT PENNIES

FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT
PART I (OR PART II)

BOS Packet p. 199/259
Status: Accepted

BROKER OR DEALER
MORGAN KEEGAN & COMPANY, LLC

as of 05/06/16

FINANCIAL AND OPERATIONAL DATA
Operational Deductions From Capital (Note A)

	I No. of Items	II Debits (Short Value)	III Credits (Long Value)	IV Deductions In Computing Net Capital
1. Money suspense and balancing differences	5610	\$ 5810	\$ 6010	\$ 6012
2. Security suspense and differences with related money balances				
L	5620	5820	6020	6022
S	5625	5825	6025	6027
3. Market value of short and long security sus- pense and differences without related money (other than reported in line 4., below)	5630	5830	6030	6032
4. Market value of security record breaks	5640	5840	6040	6042
5. Unresolved reconciling differences with others:				
A. Correspondents and Broker/Dealers				
L	5650	5850	6050	6052
S	5655	5855	6055	6057
B. Depositories	5660	5860	6060	6062
C. Clearing Organizations				
L	5670	5870	6070	6072
S	5675	5875	6075	6077
D. Inter-company Accounts	5680	5880	6080	6082
E. Bank Accounts and Loans	5690	5890	6090	6092
F. Other	5700	5900	6100	6102
G. (Offsetting) Items A. through F. TOTAL Line 5	5720	5920	6120	
6. Commodity Differences	5730	5930	6130	6132
7. Open transfers and reorganization account items over 40 days not confirmed or verified	5740	5940	6140	6142
8. TOTAL (Line 1.-7.)	5760	5960	6160	6162
9. Lines 1.-6. resolved subsequent to report date	5770	5970	6170	6172
10. Aged Fails -to deliver	5775	5975	6175	6177
-to receive	5780	5980	6180	6182
-to receive	5785	5985	6185	6187
		(Omit 000's)	(Omit 000's)	(Omit Pennies)

NOTE A - This section must be completed as follows:

- All member organizations must complete column IV, lines 1. through 8. and 10., reporting deductions from capital as of the report date whether resolved subsequently or not (see instructions relative to each line item).
- a. Columns I, II and III of lines 1. through 8. and 10. must be completed when a Part II filing is required.
b. Columns I, II and III of lines 1. through 8. must be completed with a Part I filing, only if the total deduction on line 8 column IV equals or exceeds 25% of excess net capital as of the prior month end reporting date. All columns of line 10. require completion.
- A response to line 9., cols. I through IV and the "Potential Operational Charges Not Deducted From Capital" schedule on p. 3 are required only if:
 - the parameters cited in 2.b. above exist, and
 - the total deduction, line 8. column IV, for the current month exceeds the total deductions for the prior month by 50% or more.
- All columns and line items (1. through 10.) must be answered if required. If respondent has nothing to report enter -0-.

Other Operational Data (Items 1., 2. and 3. below require an answer)

- Item 1. Have the accounts enumerated on line 5.A. through F. above been reconciled with statements received from others within 35 days for lines 5.A. through D. and 65 days for lines 5.E. and F. prior to the report date and have all reconciling difference been appropriately comprehended in the computation of net capital at the report date? If this has not been done in all respects, answer No.
- Yes 5600
No 5601
- Item 2. Do the respondent's books reflect a concentrated position (See Instruction) in commodities? If yes report the totals (\$000 omitted) in accordance with the specific instructions; if No answer -0- for:
- A. 5602
B. 5603
- Item 3. Does respondent have any planned operational changes? (Answer Yes or No based on specific instructions.)
- Yes 5604
No 5605

BROKER OR DEALER MORGAN KEEGAN & COMPANY, LLC	as of <u>05/06/16</u>
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FINANCIAL AND OPERATIONAL DATA
Potential Operational Charges Not Deducted From Capital (Note B)

	I No. of Items	II Debits (Short Value)	III Credits (Long Value)	IV Deductions In Computing Net Capital
1. Money suspense and balancing differences	6210	\$ 6410	\$ 6610	\$ 6612
2. Security suspense and differences with related money balances	L 6220	6420	6620	6622
	S 6225	6425	6625	6627
3. Market value of short and long security sus- pense and differences without related money (other than reported in line 4., below)	6230	6430	6630	6632
4. Market value of security record breaks	6240	6440	6640	6642
5. Unresolved reconciling differences with others:				
A. Correspondents and Broker/Dealers	L 6250	6450	6650	6652
	S 6255	6455	6655	6657
B. Depositories	6260	6460	6660	6662
C. Clearing Organizations	L 6270	6470	6670	6672
	S 6275	6475	6675	6677
D. Inter-company Accounts	6280	6480	6680	6682
E. Bank Accounts and Loans	6290	6490	6690	6692
F. Other	6300	6500	6700	6702
G. (Offsetting) Items A. through F.	6310	(6510)	(6710)	
TOTAL (Line 5.)	6330	6530	6730	6732
6. Commodity Differences	6340	6540	6740	6742
TOTAL (Line 1.-6.)	6370	\$ 6570	\$ 6770	\$ 6772

(Omit 000's) (Omit 000's) (Omit Pennies)

- NOTE B - This section must be completed as follows:**
1. All line items (1. through 6.) and columns (I through IV) must be completed only if:
 - a. the total deductions on line 8., column IV, of the "Operational Deductions From Capital" schedule equal or exceed 25% of excess net capital as of the prior month end reporting date; and
 - b. the total deduction on line 8., column IV, for the current month exceeds the total deductions for the prior month by 50% or more. If respondent has nothing to report enter -0-.
 2. Include only suspense and difference items open at the report date which were NOT required to be deducted in the computation of net capital AND which were not resolved seven (7) business days subsequent to the report date.
 3. Include in column IV only additional deductions not comprehended in the computation of net capital at the report date.
 4. Include on line 5. A. through F. unfavorable differences offset by favorable differences (see instructions for line 5) at the report date if resolution of the favorable items resulted in additional deductions in the computation of net capital subsequent to the report date.
 5. Exclude from lines 5. A. through F. new reconciling differences disclosed as a result of reconciling with the books of account statements received subsequent to the report date.
 6. Line items 1. through 5. above correspond to similar line items in the "Operational Deductions From Capital" schedule (page 2) and the same instructions should be followed except as stated in Note (B-1 through 5.) above.

Raymond James Proposed Fees to Fluvanna County (Revised 8/18/2016)
Request for Proposal 2016-06
Financial Advisory Services

Transaction-Related Services

For services rendered that relate directly to the issuance of municipal securities, we would propose that fees be charged on a per-bond basis as outlined in the table below. We would not expect a difference in fee whether a transaction is deemed bank qualified or non-bank qualified. We would expect that the fees will remain fixed for the initial 3 year term of the contract.

Fees for Transaction-Related Services			
Description	Per \$1,000	Minimum	Maximum
General Obligation & Stand-alone VPSA Bonds:			
First \$10 million	\$2.00		
Amounts over \$10 million	\$1.00	\$20,000	\$50,000
Subject to Appropriation Bonds (Lease Revenue Bonds):			
First \$10 million	\$2.50		
Amounts over \$10 million	\$1.00	\$25,000	\$60,000
Utility System Revenue Bonds:			
First \$10 million	\$2.50		
Amounts over \$10 million	\$1.00	\$25,000	\$60,000
Bonds issues as Private Placements, Bank Loans, or through VRA, VPSA (Pool) or other pooled financing programs		Billed based on Hourly Rates	

Proposed Fees – General Services

For services not directly related to the issuance of debt (e.g. review of policies, rating agency presentations, long-term capital planning), we would propose charging on an hourly basis as detailed below:

Hourly Rates for Services Provided. Fees for services delivered that do not relate directly to the issuance of debt would be billed on an hourly basis. The following hourly charges would apply:

	<u>Proposed</u>	<u>Revised</u>
Managing Director:	\$350	\$325
Senior Vice President:	\$300	\$275
Vice President:	\$250	\$225
Associate / Analyst:	\$160	\$160

Other

- For services related to the investment of Bond Proceeds, including Escrows Funds (Non-SLGS), Project Funds, and Reserve Funds, fees shall be negotiated separately from the fee schedules provided above prior to the delivery of services.
- All expenses are billed at cost and no secretarial or administrative time is ever billed. Prior to the initiation of any transaction, we will provide the County with a detailed listing of our anticipated expenses for its approval. Excluding any visits to New York for a rating agency presentation, our typical out-of-pocket expenses for an advisory engagement would be less than \$800.

EXHIBIT 4
ADVISOR'S GENERAL PROVISIONS

1. The County understands and acknowledges that the Advisor or its affiliates may have trading and other business relationships with members of the County's underwriting team, or other participants in the proposed transaction. Additionally, the Advisor or its affiliates may have trading and other business relationships with potential purchasers of the obligations, bonds, notes, other financing matter (hereinafter collectively referred to as "Obligations"). These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which Advisor may have, among other things, an economic interest. Notwithstanding the foregoing, Advisor will not receive any compensation with respect to the issuance of the Obligations other than as disclosed above. Advisor is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but of which none of the Advisor's personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining Advisor's responsibilities to the County.
2. Both parties acknowledge and agree that the Advisor is acting solely as a financial Advisor to the County with respect to the Obligations as defined in the Contract. Advisor's engagement by the County is limited to providing financial Advisory services to the County with respect to the Obligations. Advisor has been engaged to compare alternatives to the Obligations. Advisor is a fiduciary of any other party to the transaction. Advisor will not (i) provide any assurances that any investment made in connection with the Obligations during its engagement is the best possible investment available for the County's situation or that every possible alternative or provider has been considered and/or solicited, (ii) investigate the veracity of any certifications provided by any party, (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law, or (iv) be liable to any party if any of the Obligations an investment fails to close or for default of same. Advisor's limited engagement terminates upon the closing and settlement date of the Obligations/financing described in this Contract and Advisor shall have no further duties or obligations thereafter.
3. MSRB Rule G-42 requires that Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Advisor's Disclosure Statement delivered to the County as Exhibit 5 to this Contract. Advisor agrees to update and notify the County in writing of any material conflicts of interest and of information regarding certain legal events and disciplinary history required under MSRB Rules that occur or Advisor becomes aware of during the performance of the services required under this Contract which are not disclosed in the attached Exhibit 5.
4. The Advisor agrees to assist the County as provided only on the basis that it is expressly understood and agreed that the Advisor assumes no responsibility to the County or any

person for the accuracy or completeness of any information contained in any Preliminary Official Statement or Final Official Statement issued in connection with the Obligations.

5. Unless terminated earlier as provided below, the term of this Contract shall end upon the close of business on the date of issuance of the Obligations, or closing of the financing, as applicable. This Contract may be terminated by either party hereto with ten (10) business days prior written notice to the other. In the event of such termination, whether by either party hereto, the Advisor shall promptly submit for payment, and County shall promptly pay, a final bill for the payment of all unpaid fees and unreimbursed costs and expenses then due and owing. Other than the foregoing, neither party shall incur any liability to the other arising out of the termination of this Contract. However, this Article 5 shall survive any such termination.

6. In the absence of violation of applicable law, regulation, or ordinance (state, federal or local), willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Advisor or any of its associated persons, Advisor and its associated persons shall have no liability to the County for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from County's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Advisor to County. No recourse shall be had against Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of County arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Obligation or otherwise relating to the tax treatment of any Obligation, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Contract shall constitute a waiver by County of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Advisor's fiduciary duty to County under Section 15B(c) (1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

Exhibit 5
Disclosure Letter for Advisor Agreement

Mr. Steve Nichols, County Administrator
Fluvanna County, Virginia

This letter is provided under new Municipal Securities Rulemaking Board (MSRB) Rule G-42 in connection with our engagement as financial advisor and municipal advisor under the Advisor Agreement to which this letter is attached (the "Agreement") between **Raymond James & Associates, Inc.** ("Raymond James") and **Fluvanna County, Virginia** (the "Client"). This letter will serve as written documentation required under MSRB Rule G-42 of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship.

1. Scope of Services. (a) ***Services to be provided.*** The scope of services with respect to Raymond James's engagement with the Client is as provided in the Agreement (the "Scope of Services").

(b) ***Limitations on Scope of Services.*** The Scope of Services is subject to such limitations as may be provided in the Agreement.

(c) ***IRMA status.*** If the Client has designated Raymond James as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the Scope of Services is not deemed to be expanded to include all actual or potential issuances of municipal securities or municipal financial products merely because Raymond James, as IRMA, reviews a third-party recommendation relating to a particular actual or potential issuance of municipal securities or municipal financial product not otherwise considered within the Scope of Services. Raymond James is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Raymond James requests that the Client provide to it, for review, any written representation of the Client contemplated under SEC Rule 15Ba11(d)(3)(vi)(B) that references Raymond James, its personnel and its role as IRMA. In addition, Raymond James requests that the Client not represent, publicly or to any specific person, that Raymond James is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, not within the Scope of Services without first discussing such representation with Raymond James.

2. Raymond James's Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Raymond James make a reasonable inquiry as to the facts that are relevant to the Client's determination whether to proceed with a course of action or that form the basis for and advice provided by Raymond James to the Client. The rule also requires that Raymond James undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Raymond James is also required under the rule to use reasonable diligence to know the essential facts about the Client and the authority of each person acting on the Client's behalf.

Accordingly, Raymond James will seek the Client's assistance and cooperation, and the assistance and cooperation of Client's agents, with the carrying out by Raymond James of these regulatory duties, including providing to Raymond James accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent the Client seeks to have Raymond James provide advice with regard to any recommendation made by a third party, Raymond James

requests that the Client provide to Raymond James written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. **Term.** We understand that our engagement will end upon closing/settlement of the issue identified in the Scope of Services.

4. **Compensation.** The form and basis of compensation for Raymond James's services as municipal advisor are as provided in the Agreement.

5. **Required Disclosures.** MSRB Rule G-42 requires that Raymond James provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) **Disclosures of Conflicts of Interest.** MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, Raymond James makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Raymond James addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Raymond James mitigates such conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates Raymond James to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to Raymond James's financial or other interests. In addition, because Raymond James is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Raymond James is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity and quality of service. Furthermore, Raymond James's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Raymond James potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

II. Compensation-Based Conflicts.

The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Raymond James of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Raymond James. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Raymond James may suffer a loss. Thus, Raymond James may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above;

AND

The fees due under this Agreement are based on hourly fees of Raymond James's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and Raymond James do not agree on a reasonable maximum amount at the outset of the engagement, because Raymond James does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

III. Other Advisor or Underwriting Relationships. Raymond James serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, Raymond James serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Raymond James could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Raymond James to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Raymond James serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Raymond James's ability to fulfill its regulatory duties to the Client.

IV. Broker-Dealer and Investment Advisory Business. Raymond James is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the Client, may be undertaken on behalf of, or as counterparty to, the Client, personnel of the Client, and current or potential investors in the securities of the Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Client, such as when their buying or selling of the Client's securities may have an adverse effect on the market for the Client's securities, and the interests of such other clients could create the incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from Raymond James effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Raymond James to the Client under this Agreement.

V. Secondary Market Transactions in Client's Securities. Raymond James, in connection with its sales and trading activities, may take a principal position in securities, including securities of the Client, and therefore Raymond James could have interests in conflict with those of the Client with respect to the value of the Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, Raymond James or its affiliates may submit orders for and acquire the Client's securities issued in an issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with the Client in that it could create the

incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing of the Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Raymond James to the Client under this Agreement.

(b) **Disclosures of Information Regarding Legal Events and Disciplinary History.** MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Raymond James sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event

Raymond James discloses the following legal or disciplinary events that may be material to the Client's evaluation of Raymond James or the integrity of Raymond James's management or advisory personnel:

- To the best of our knowledge there are no such events at this time.

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. If any of the above DRPs provides that a DRP has been filed on Form ADV, BD, or U4 for the applicable event, information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is 161 59 1905.

II. How to Access Form MA and Form MA-I Filings. Raymond James's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=000 072 4743>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is 161 59 1905.

III. Most Recent Change in Legal or Disciplinary Event Disclosure. Raymond James has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(c) **Future Supplemental Disclosures.** As required by MSRB Rule G-42, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated

information with regard to any legal or disciplinary events of Raymond James. Raymond James will provide the Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Raymond James & Associates, Inc.

By: _____

Title: __Senior Vice President, Public Finance

Date: _____

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

MEETING DATE:	September 7, 2016				
AGENDA TITLE:	Palmyra Rescue Building Repairs Funding				
MOTION(s):	I move the Board of Supervisors approve an FY17 transfer of \$50,000.00 from the Capital Reserve Maintenance Fund Budget to a new FY17 Capital Improvements Project for repairs to the Palmyra Rescue Building.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, Deputy County Administrator/Finance Director				
PRESENTER(S):	Eric Dahl, Deputy County Administrator/Finance Director				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • The County is in the process of working back and forth with Fluvanna Rescue Squad, Inc. and attorneys for transferring ownership of the Palmyra Rescue Building to the County. • It has been determined that there is not a survey for the property from when the building was built. • It is certainly desirable to have a physical survey for documentation of what is being acquired and for minimizing the risk of unknown problems prior to taking ownership of a property. • Barring no major delays with getting a survey completed, all transfer of ownership documents are planned for the 9/21/16 or 10/5/16 Board of Supervisors meeting. • As previously discussed, Public Works has determined that the estimated costs to get the Palmyra Rescue Building up to standards will cost ~\$105K. • After reviewing required repairs, it was determined the best course of action was to request \$50K now and the remaining ~\$55K in the FY18 CIP. 				
FISCAL IMPACT:	This would decrease the Capital Reserve Maintenance Fund balance and increase the funding for a new CIP project.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				

ENCLOSURES:	none				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		XX			

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

MEETING DATE:	September 7, 2016				
AGENDA TITLE:	FY17 Ambulance CIP Funding				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$39,000.00 from the Unassigned Fund Balance to the FY17 Capital Improvements Budget for Ambulance replacement.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, Deputy County Administrator/Finance Director				
PRESENTER(S):	Eric Dahl, Deputy County Administrator/Finance Director				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • The County currently owns (4) ambulances that have been used by Fluvanna Rescue and the Contract Crew <ul style="list-style-type: none"> ○ #45 – 2003: Chassis Damaged ○ #47 – 2006: Constant Repairs and In/Out of Service Frequently ○ #48 – 2008: Constant Repairs and In/Out of Service Frequently ○ #49 – 2011: In Service • The County has (3) ambulances that are in need of replacement. • Fluvanna Rescue only needs (3) ambulances in total to operate. 				
	Action		Amount		
	#45 - Chassis Damaged		\$ -		
	#46 - Sold in FY16 (went to Fund Balance, appropriate in FY17)		\$ 9,546		
	#47 - Trade-In Value		\$ 25,000		
	#48 - Trade-In Value		\$ 25,000		
	#49 - Keep		\$ -		
	FY17 CIP Funding		\$ 245,000		
	Total Funding Available		\$ 304,546		
	Re-Chassis Ambulance #45		\$ 115,261		
	New Ambulance – replace #47 & #48		\$ 218,603		
	New Funding Shortage (appropriate in FY17)		\$ (29,318)		
Total Funding Request (Shortage + Sold #46)		\$ 38,864			

FISCAL IMPACT:	This would increase the Ambulance Capital Improvement Budget by \$39,000. It is appropriate to use Fund Balance for this request, since the EMS Cost Recovery was budgeted for \$250K in revenue for FY16 and the actual revenue was ~\$375k. The additional \$125K in revenue will go into Fund Balance for FY16.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		XX			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

MEETING DATE:	9/7/16				
AGENDA TITLE:	Ambulance Purchase and Re-Chassis				
MOTION(s):	<p>Motion #1. - I move the Board of Supervisors approve the purchase from Northwestern Emergency Vehicles, Inc. by the County of Fluvanna of one ambulance totaling \$193,603.00, which includes a credit of \$25,000.00 for the trade-in of Unit #47 Fork Union, subject to the drafting of the County Attorney of a proper agreement, and further authorize the County Administrator to execute the agreement once drafted and subject to approval as to form by the County Attorney.</p> <p>Motion #2. - I move the Board of Supervisors approve the purchase from Northwestern Emergency Vehicles, Inc. by the County of Fluvanna of the re-chassis of ambulance #45 totaling \$90,261.00, which includes a credit of \$25,000.00 for the trade-in of Unit #48 Kents Store, subject to the drafting of the County Attorney of a proper agreement, and further authorize the County Administrator to execute the agreement once drafted and subject to approval as to form by the County Attorney.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		x			
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:	Immediate				
DISCUSSION:	<ul style="list-style-type: none"> • Ambulance #45 has been damaged and will require a re-chassis. • Ambulance #47 has electrical Issues, #48 has mechanical issues making both unreliable and mostly unusable. • If more than (1) ambulance is needed, the county has had to borrow an ambulance from either Lake Monticello or other jurisdictions. • The plan is to trade in #'s 47 & 48 for \$25,000 each, • Re-chassis ambulance #45 for \$115,261.00, • Purchase (1) new ambulance for \$218,603.00. <p>This will leave the county with 3 dependable working ambulances. We are working on a Cooperative agreement with HGAC and once the county attorney receives the full contract they will be able to draft a county contract based on it.</p>				
FISCAL IMPACT:	Additional funding request in being presented on the Board of Supervisors meeting for 9/7/16.				

POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	HGAC contract pricing worksheet for Ambulance Purchase HGAC contract pricing worksheet for Ambulance Re-chassis				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	x	x	x		

ADDITIONAL PUBLISHED OPTIONS

Description	Cost	Description	Cost
EA22 ONSPOT CHAINS	2,938.00	SO05 SHORELINE, 20 AMP, AUTO EJE	314.00
EL41 M9 SERIES LIGHTS X 15	4,440.00	SS22 CPI SIREN SPEAKERS	185.00
CA49 SOLID CORIAN TRAY - LONGER 24"	870.00	TS20 DIVIDER, ADJ OPTION # 5	145.00
CA49A SOLID CORIAN TRAY - SHORTER 24"	764.00	WL03 CUSTOM LETTERING/STRIPING	3,500.00
EA11 REAR MUD FLAPS	68.00	EA35 GRILLE GUARD	1,093.00
EA13 RUBBER DOCK PADS / REAR	77.00	XX08 COT: STRYKER - BARIATRIC TRAN	7,689.00
MH08 RECESSED IV HANGERS X 2	218.00	XX11 STRYKER: 3 STAGE IV POLE	335.00
MH14 CRASH NET	295.00	XX13 STRYKER: KNEE CATCH	778.00
SS07 DUAL TONE SIREN	222.00	XX14 STRYKER: FOWLER O2 BOTTLE	253.00
SE07 VACUUM FORMED UPHOLSTERY	301.00	XX15 STRYKER: XPS SIDE RAIL	1,875.00
IL00 LED DOME LIGHTS X 11	2,497.00		
MC17 INTELIC CLOCK	324.00		
FM06A FLOORING, LONPLATE ILOS MOD	312.00		
FM11 DRI-DEK - COMPT FLOORS & SHELVES	229.00		
IG03 INVERTER, VANNER 20-1050 CUL	1,409.00		
OS05 ZICO OTS "M" ILOS	2,049.00		
RR02A DRINK HOLDERS FOR CONSOLE	23.00		
RR14 RADIO, CONSOLE, SINGLE SLOT	175.00		
SE02 SEAT, EVS CHILD SAFETY SEAT	896.00	TOTAL:	33,491.00

ADDITIONAL UNPUBLISHED OPTIONS

Description	Cost	Description	Cost
MASTER SWITCH FRONT AND REAR	170.00		
BACKUP CAMERA W/ MONITOR	835.00		
M1 ELCTRICAL COMPT	495.00		
ZICO PORTABLE O2 HOLDERS (2)	520.00		
X SERIES SKIRT RAILS W/ LED WARNING LTS	1,196.00		
X SERIES REAR STYLE BUMPER	750.00		
M9 SERIES LED LOAD AND SCENE LIGHTS	2,760.00		
CUSTOM ALS CABINET / LOCKING DRUG BOX	1,546.00		
CHROME BRUSH GUARD	925.00		
		TOTAL:	\$9,197.00

Contract document Pending Draft by
County Attorney.

HGACBuy		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	AM10-14	Date Prepared:	8/29/2016
<p>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</p>							
Buying Agency:	FLUVANNA COUNTY			Contractor:	AEV / NORTHWESTERN EMERGENCY VEHICLES		
Contact Person:	CYNDI TOLER			Prepared By:	RICHARD HAMBY		
Phone:	434-591-1900			Phone:	800-536-8488 or 336-467-1936 (cell)		
Fax:	434-591-1931			Fax:	336-246-8978		
Email:	ctoler@fluvannacounty.org			Email:	richard@nwev.com		
Product Code:	AE06	Description:	2017 FORD E450 GAS TYPE III BASE AMBULANCE REMOUNT				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							\$58,095.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
WL03 CUSTOM LETTERING		4,500.00	YY32 NEW KINEQUIP DOME LIGHTS X 8		904.00		
YY00 WHEEL SIMULATORS		385.00	YY37 ADD CONCEALED DOOR LOCK SWITCH		85.00		
YY01 RUNNING BOARDS		467.00	YY33 WHELEN LED DOME LIGHTS		1,888.00		
YY06 NEW LONCOIN FLOORING		1,780.00	YY16 NEW WEATHER STRIPING		750.00		
YY12 NEW REAR BUMPER		1,800.00	YY46 REVERSE CAMERA SYSTEM		1,250.00		
YY13 NEW DIAMOND PLATE		2,500.00	EA22 ONSPOT CHAINS		2,938.00		
YY15 NEW WHEEL MOLDING		400.00					
YY18 NEW DRIP RAILS		170.00					
YY23 NEW REAR HEAT / AC-HOSELINE		1,045.00					
YY26 PAINT: MODULE		7,500.00					
YY28 WHELEN SIREN		595.00	Subtotal From Additional Sheet(s):				
YY31 LED LIGHTING UPGRADE		5,662.00	Subtotal B:		34,619.00		
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
CHROME BRUSH GUARD		925.00	STRYKER POWER LOAD COT W/ COMP KIT		16,200.00		
6-PT HARNESS (2) SQ BENCH; (1) CPR SEAT		1,500.00	Subtotal From Additional Sheet(s):				
STRYKER PERFORMANCE LOAD COT MOUNT		4,322.00	Subtotal C:		22,947.00		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		25%	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							
Quantity Ordered:	1	X Subtotal of A + B + C:		\$115,661.00	=	Subtotal D:	115,661.00
E. H-GAC Order Processing Charge (Amount Per Current Policy)						Subtotal E:	600.00
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges							
Description		Cost	Description		Cost		
TRADE-IN ALLOWANCE: CUTAWAY CHASSIS		-\$1,000.00					
					Subtotal F:		
					-\$1,000.00		
Delivery Date:		90 days		G. Total Purchase Price (D+E+F):		\$115,261.00	

Less Credit for Trade-In of Fluvanna County Unit 47 Fork Union,
2006 Ford E-450, 1FDXE45P36HB33712

-\$25,000.00

Actual Total Price to be Paid By Fluvanna County

\$90,261.00

Contract document Pending Draft by
County Attorney.

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: September 6, 2015

AGENDA TITLE:	TJPDC Legislative Priorities Update				
MOTION(s):	N/A				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Steve Nichols, County Administrator				
PRESENTER(S):	David Blount, TJPDC Legislative Liaison				
RECOMMENDATION:	Information				
TIMING:	Current				
DISCUSSION:	Legislative priorities update from TJPDC.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	TJPDC 2016 Legislative Priorities				
REVIEWS	Legal	Finance	Purchasing	HR	Other



2016 Legislative Priorities

(Counties of Albemarle, Fluvanna, Greene, Louisa and Nelson & Charlottesville City)

TOP LEGISLATIVE PRIORITIES

PUBLIC EDUCATION FUNDING: We urge the State to fully fund its share of the realistic costs of the Standards of Quality without making policy changes that reduce funding or shift funding responsibility to localities.

- Local governments boost education funding by \$3.6 billion more per year than required.
- K-12 policy changes since 2009 have reduced state funding obligations; school divisions have reduced staffing and increased class sizes and added duties for existing staff during that time.

EQUALIZED REVENUE AUTHORITY: We urge the governor and legislature to equalize the revenue-raising authority of counties with that of cities.

- State-level studies, as far back as 30 years, recommend this difference be eliminated.
- This proposal removes restrictions on meals, lodging, cigarette and admissions taxes.
- It would help diversify and broaden the revenue base of counties.

STATE MANDATES and FUNDING OBLIGATIONS: We urge the State to not 1) impose financial or administrative mandates on localities; 2) shift costs for state programs to localities; and 3) further restrict local revenue authority.

- Unfunded mandates and shifted costs strain local ability to craft effective budgets.
- The State should examine how services are delivered and paid for in the future as a different economy takes hold in Virginia.

OTHER PRIORITY ITEMS

TRANSPORTATION: We support additional revenues for secondary/urban construction and unpaved roads, and we oppose secondary road devolution.

WATER QUALITY: We support financial and technical assistance from the federal and state governments for improving water quality, including for stormwater management.

LAND USE and GROWTH MANAGEMENT: We encourage the state to provide local governments with additional tools to manage growth, without preempting or circumventing existing authorities.

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

MEETING DATE:	September 7, 2016				
AGENDA TITLE:	2016 Fluvanna County Fair				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		x			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			x		
STAFF CONTACT(S):	Aaron Spitzer, Director of Parks and Recreation				
PRESENTER(S):	Aaron Spitzer, Director of Parks and Recreation				
RECOMMENDATION:	Info Only				
TIMING:					
DISCUSSION:	2016 County Fair update brief.				
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



2016 FLUVANNA COUNTY FAIR



August 17-20, 2016



Attendance

- This year's County Fair was a success with **6,500 to 7,500 visitors** over the four days (rain only on the first night)



- Fair Attendees came from:
 - Virginia
 - Most from Fluvanna County, Albemarle, Charlottesville, Goochland, Louisa, and Orange
 - Some from Augusta, Buckingham, Cumberland, Greene, Rockingham, Hanover, Afton, Roanoke, Farmville, Lynchburg, Newport News, and Virginia Beach
 - Out of State
 - Washington DC, Maryland, North Carolina, South Carolina, and Texas



Parks and Recreation Expenses

- **Advertising - \$489.48**
 - Fluvanna Review and Lowe's

- **General Supplies - \$4,407.00**
 - Fun Zone, Horse Pull, Staff T-Shirts, Walmart, EW Thomas, and Wrist Bands

- **Contract Services - \$9,898.50**
 - Event Sound, VA Tent Rental, Sunbelt (lights), Porta Johns, Dumpster, Security, Juggler, Balloon Art, and Helicopter Rides

- **Total Expenses = \$14,794.98**





Parks and Recreation Revenue

- **Gate Sales - \$10,073.00**
 - 5,037 paying visitors; we did not take gate sales on Wednesday or for anyone under 18 years old on Thursday and everyday children under the age of 2 years old got in free

- **Carnival Ride Sales - \$9,484.00**
 - \$500 for each food/concession as well as 25% of all ticket sales

- **Fair Vendors - \$1,120.00**
 - 7 food, 19 non-food, 2 non-profits

- **Total Revenue = \$20,677.00**





Parks and Recreation 2016 Result

▪ Total Revenue	\$20,677.00
▪ Total Expenses	<u>\$14,794.98</u>
▪ 2016 Balance	\$ 5,882.02
▪ 2015 Balance	\$ 1,610.00



Special Needs Event

- **Valley Amusements** Carnival opened up rides for area youth and adults with special needs on Friday from Noon-2pm.
 - Approx. 50 participants that came to this event.
- **EW Thomas** provided meals for the children and carnival staff.
- **Wade Parrish, the Fluvanna County Public Schools, and Parks and Recreation** partnered together to provide this unique experience.





Recognitions

■ 2016 Fair Board

- President – George Goin
- Vice President – Jonathan Pace
- Treasurer – Wade Parrish
- Secretary – John Thompson
- Home Arts Director – Tee White
- 4-H Director – Kim Mayo
- Marketing Director – Lynnley Coleman
- Pageant Director – Schuyler Thornton

■ Main Event Sponsor

- Farm Bureau

■ Platinum

- A.G. Dillard

■ Gold

- Snoddy's Electrical Service Inc.

■ Silver

- Strong Team Realtors
- E. W. Thomas Inc.
- Tavern on the James

■ Bronze

- Envoy of the Village

■ Sponsor Row

- ME2 Market & Eatery
- The Thistle & Stag Meadery
- Inklings Ink Screen Printing
- Embroidery & Ad Specialties
- Fork Union and Scottsville Pharmacy
- Bartlett Milling
- Bowles and Associates Inc.
- Jam and Candy LLC
- Drs. Douglas & Victoria M. Weiss, Optometrists

■ People Movers

- Osteen Plumbing
- James River Brewery
- Lake Chiropractic LLC

■ Hayride Stops

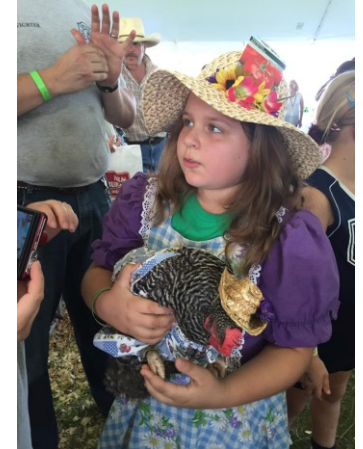
- James River Brewery

■ Friend of the Fair

- Stayton-Eurell Graphics
- Virginia Tent Rental



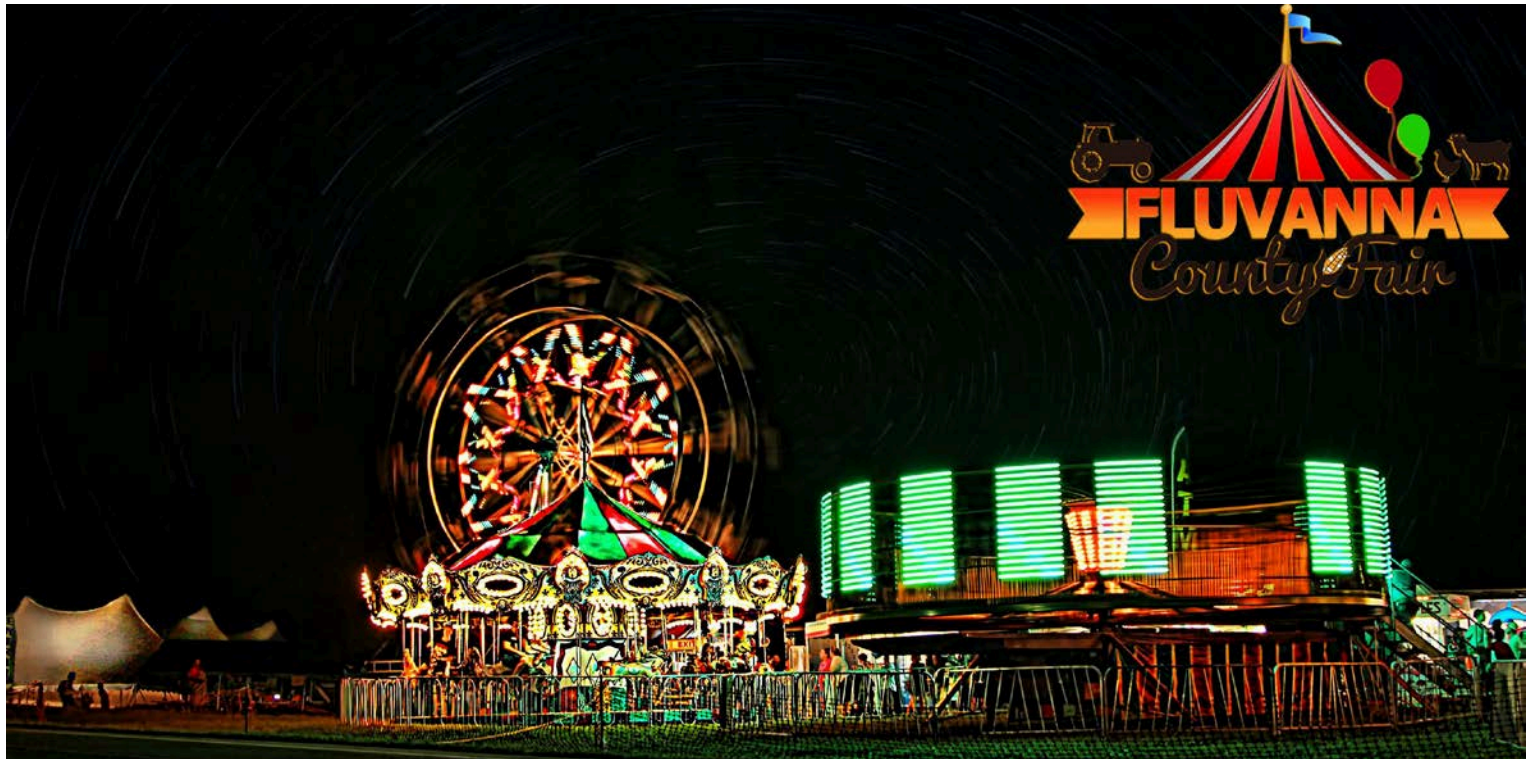
Pictures from the Fair...





2016 Fluvanna County Fair

Questions?



FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: September 7, 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, August 17, 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 August 17, 2016				
REVIEWS	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
August 17, 2016
Work Session 4:00pm
Regular Meeting 7:00 pm

MEMBERS PRESENT: John M. (Mike) Sheridan, Columbia District, Chair
Mozell Booker, Fork Union District, Vice Chair
Patricia Eager, Palmyra District
Tony O'Brien, Rivanna District
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 WORK SESSION

At 4:03pm, Chair Sheridan called the Work Session of August 17, 2016, 2016 to order. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

WORK SESSION DISCUSSION ITEMS

Mr. Nichols, County Administrator, introduced the Work Session topics, Land Use, Revenue Enhancement, and Expense Reductions, noting that Land Use would be discussed first, with the other topics covered if time allows. Mr. Nichols then introduced the guests and speakers, and their topics:

- Dr. Gordon D. Groover, Extension Economist and Dr. Lex Bruce, Senior Research Associate, both from the Department of Agricultural & Applied Economics at Virginia Tech, presented, "How it Works: Virginia's Use-value Assessment Program"
- Mr. Dean Cumbia, Forest Management Chief, presented, "Forestry Land Use: Overview and Update."
- Mr. Andy Sorrell, Coordinator, Office of Farmland Preservation, Virginia Department of Agriculture and Consumer Sciences, presented, "Commissioner's Standards for Classification of Agricultural or Horticultural Use."

Also in attendance was Mr. Andrew "Mel" Sheridan, Commissioner of the Revenue, Mr. Mark Campbell, Senior District Field Services Director, Central District Farm Bureau, John Thompson, County Extension Agent, Chuck Wright, Area Forester, Virginia Department of Forestry, and Mr. Channing Snoddy, Vice President, Fluvanna County Farm Bureau. Following wide-ranging discussion prompted by the presenters' topics, Mr. Snoddy gave a personal and detailed account of what the Land Use Valuation programs means to small farmers in Fluvanna County.

CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING

At 6:09pm, 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 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Real Estate, and Investment of Funds. 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 7:05pm, 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.

RECONVENE IN OPEN SESSION

CALL TO ORDER

At 7:05 pm reconvened the August 17, 2016 Regular Meeting into Open Session.

ADOPTION OF AGENDA

MOTION

Mr. Booker moved to accept the Agenda, as presented, for the August 17, 2016 Regular Meeting of the Board of Supervisors. Mr. Weaver seconded and the Agenda was adopted by a vote of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

SPECIAL PRESENTATION

Mr. Nichols invited the Board and Mr. Rudy Garcia forward for a special presentation of the Community Service Award, with presentation of the "Community Service Award Resolution Recognizing Rudy Garcia." Mr. Garcia was joined by his wife Catherine for the presentation.

COUNTY ADMINISTRATOR'S REPORT

Mr. Nichols reported on the following topics:

- Congratulations to Florin Moldovan, Building Official--Awarded the "Small Town Leaders" Competitive Scholarship this year to attend the International Code Council Conference in Kansas City, Missouri, October 19-25.
- Library Happenings:
- Shark Week at the Library - 250 people learned about sharks.
 - Wizard of Oz - the play was a great success for a Saturday program – 61 attendees
 - Harry Potter Day - Celebrated Harry Potter's birthday and the release of his new book with the community - 120 people
 - Makers Camp is the most popular workshop all summer! Every week is full with 24 kids!
 - This week is Mini Golf Week at the Fluvanna County Library! Celebrate the end of summer and stop in to play 9 holes of mini golf at the Library.
- Fluvanna Review names new Editor--Congratulations to Christina Dimeo!
- Overall SOL Pass Rates for Reading and Mathematics--Fluvanna Leads the Pack for surrounding counties!
- New Partnership with Fluvanna Chamber of Commerce and CVSBDC-- FREE business advice and counseling, Chamber hosts every 2nd Tuesday each month from 9 am – 3 pm, appointments required, assists new and current entrepreneurs looking for help in marketing, business plans, financing, etc.
- Elected Officials Breakfast—Trying to schedule for Wednesday, Sep 20th, 8:30 am, Library
- EMS Cost Recovery—YTD Net Collections (as of 8/9/16) = \$351,735
- LMOA Board to consider Registered Boat List request at August 25th Meeting
- "Where are You From" Entry Survey at County Fair--To help determine source of tourism attendance at PG Park events

BOARD OF SUPERVISORS UPDATES

Sheridan— Manny Scott, speaker at FCHS, Vacation, Finance Board meeting for August postponed.

Booker— Mobilizing Action through Planning and Partnership (MAPP), Manny Scott, speaker at FCHS,

Eager— Staff Meeting, 08-04-2016, Manny Scott, speaker at FCHS, EDTAC Meeting, Marta Keane and Frank Bevins from JABA, visited Palmyra Rescue Building.

O'Brien—Vacation.

Weaver— CVRJ.

PUBLIC COMMENTS #1

At 7:31pm Chair Sheridan opened the first round of Public Comments.

- Sam Patterson, Palmyra District, first recounted a conversation had with Dr. Groover during the break, that Fluvanna has very poor soils, leading to a negative crop production number for hay and the like. Mr. Patterson spoke about the Land Use Valuation program and advocated for its continuance.
- Mark Campbell, Senior District Field Services Director, Virginia Farm Bureau, continuing the Work Session conversation, noted several factors about the Land Use Valuation program, with Fluvanna County specifics.
- Andrew Pullen, Columbia District, spoke in favor of the Land Use Valuation program.
- Carolyn Ley, Cunningham District, spoke in favor of the Land Use Valuation program.
- Suzy Morris, 6840 Thomas Jefferson Parkway, spoke in favor of the Land Use Valuation program.
- Minor Eager, Palmyra District, spoke in favor of the Land Use Valuation program.
- Eugene Goins, Fork Union District, 5th generation farmer in Fluvanna, spoke in favor of the Land Use Valuation program.

With no one else wishing to speak, Chair Sheridan closed the first round of Public Comments at 8:03pm.

PUBLIC HEARING

ZMP 16:01 Nahor Village Amendment—James Newman, Planner, presented a request for to amend the Nahor Village Master Plan in regards to the number and type of single family dwellings, with respect to the entirety of Nahor Village, centered around 2.84 acres of Tax Map 17, Section A, Parcel 1F. The property is located at the intersection of Village Boulevard and Thomas Jefferson Highway (State Route 600) is located in the Cunningham Election District, within the Rivanna Community Planning Area. Mr. Newman noted that Staff has received numerous letters of support for the amendment, and there was only one citizen present at the Neighborhood Meeting, who also spoke in favor of the amendment.

Mr. Newman asked for questions from the Board.

Mr. Weaver asked for clarification on language in the request, noting that the Staff Report notes that the plan "appears to conform to the Comprehensive Plan." Mr. Payne noted that this is a conceptual plan, and the final plan and decision regarding conformance will be made when the final site plan is submitted.

Mrs. Eager asked if this change to the Master Plan affects original proffers; Mr. Jason Stewart, Planning and Zoning Administrator, clarified that proffers are not affected by this Master Plan Amendment.

Chair Sheridan invited the Applicant to speak, there being no questions for the Applicant, Chair Sheridan opened the Public hearing at 8:10pm.

There being no one wishing to speak, Chair Sheridan closed the Public Hearing.

With no further discussion,

MOTION

Mrs. Booker moved that the Board of Supervisors approve ZMP 16:01, a request to amend the Nahor Village Master Plan in regards to the number and type of single family dwellings, with respect to the entirety of Nahor Village, centered around 2.84 acres of Tax Map 17, Section A, Parcel 1F. Mr. O'Brien offered second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

ZTA 16:02 Fluvanna County Subdivision Ordinance—Brad Robinson, Senior Planner, presented a request to amend and reenact the Fluvanna County Subdivision Ordinance to exempt County-owned property used for County purposes from the applicable fee schedule of the Subdivision Ordinance. The fee schedule change applies to public hearings of both the Planning Commission and the Board of Supervisors (Governing Body). The amendment will affect Subdivision Ordinance Subsection 19-9-6.

There being no questions from the Board, Chair Sheridan opened the Public Hearing at 8:12pm.

With no one wishing to speak, Chair Sheridan closed public hearing.

With no further discussion,

MOTION

Mrs. Eager moved that the Board of Supervisors approve/deny/defer ZTA 16:02, an amendment and accompanying resolution to the Fluvanna County Subdivision Ordinance entitled "AN ORDINANCE TO AMEND AND REENACT CHAPTER 19, ARTICLE 9 OF THE FLUVANNA COUNTY CODE BY CERTAIN AMENDMENTS TO SECTION AND SUBSECTION 19-9-6, THEREOF, AMENDING AND REENACTING THE FLUVANNA COUNTY SUBDIVISION ORDINANCE TO CONFORM TO THE CURRENT ENABLING LEGISLATION, AS AMENDED." Mr. Weaver seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

SUP 16:07 Sycamore Square LLC—James Newman, Planner, presented a request to clarify language from Special Use Permit (SUP) 04:20. The use of an Assisted Living Facility was previously approved by the Board; this request updates the language of this Special Use Permit, bringing it more closely into conformity with County Code. The requested change is, "Request for a special use permit to allow for an assisted living facility in accordance with section 22-7-9(2)(d) of the Zoning Ordinance." At 8:15pm, Chair Sheridan opened the Public Hearing.

With no one desiring to speak, the Public Hearing was closed at 8:15pm.

There being no questions for the applicant,

MOTION

Mrs. Eager moved that the Board of Supervisors approve/deny/defer SUP 16:07, a request to amend Special Use Permit 04:20, with respect to 3.36 acres of Tax Map 9, Section A, Parcel 14, [if approved] subject to the six (6) conditions listed in the staff report. Mrs. Booker offered second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

Conditions:

1. Satisfying all requirements of the Virginia Department of Transportation
2. Satisfying all requirements of the Thomas Jefferson Soil and Water Conservation District
3. Satisfying all requirements of the Health Department
4. A site development plan shall be required per Article 23 of the County Zoning Ordinance
5. Violation of any of the conditions of this permit shall be grounds for revocation of this special use permit

Further conditions are:

6. Development must adhere to the definition of 'Assisted Living Facility' as defined in County Code 22-22-1

SUP 16:06 Silver Lining Flowers LLC—Brad Robinson, Senior Planner, presented a request for a special use permit to operate a commercial greenhouse, with respect to 35.26 acres of Tax Map 40, Section 19, Parcel D. (Attachment A)

Location: The property is located south of Haden Martin Road (State Route 640), approximately one mile north-east of the intersection of Haden Martin Road and Forest Glen Lane. The parcel is zoned A-1. The parcel is within a Rural Preservation Planning Area and the Fork Union Election District.

Chair Sheridan opened Public Hearing at 8:20pm.

With no one wishing to speak, Chair Sheridan closed the Public Hearing at 8:20pm.

There being no discussion,

MOTION

Mr. Weaver moved that the Board of Supervisors approve/deny/defer SUP 16:06, a request for a special use permit to operate a commercial greenhouse, with respect to 35.26 acres of Tax Map 40, Section 19, Parcel D, subject to the nine (9) conditions listed in the staff report. Mr. O'Brien seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

Staff Conditions:

1. Prior to development of the site, a site development plan that meets the requirements of the Fluvanna County Zoning Ordinance, must be submitted for review and approval.
2. The site must meet all Virginia Department of Transportation requirements.
3. Hours of operation shall be 7am-5pm Monday-Sunday, and deliveries and pickups will occur 7am-5pm Monday-Friday.
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. All outdoor storage of materials shall be screened from the view of public roads, rights-of-way, and adjacent properties as required by Sec. 22-24-7 3. iii of the Zoning Ordinance.
6. The Board of Supervisors, or its representative, reserves the right to inspect the business for compliance with these conditions at any time.
7. 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.
8. For so long as the use permitted by this special use permit shall remain in effect, the owner of such use shall be solely responsible for maintenance of the private road serving the subject property.

9. A Hydrangea Festival shall be permitted on the property once per year meeting the provisions of the Zoning Ordinance.

ACTION MATTERS

Ordinance Amendment – Vehicle License Fees – Steven M. Nichols, County Administrator, brought to the Board a request to approve an advertisement for a Public Hearing to amend County Code to clarify owner responsibility regarding vehicle fees. After general discussion,

MOTION

Mrs. Eager moved the Board of Supervisors authorize staff to advertise a Public Hearing on September 21, 2016, entitled, "AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE 2, SEC. 15-2-2 OF THE FLUVANNA COUNTY CODE TO CLARIFY THAT VEHICLE LICENSE FEES ARE ONLY REQUIRED FOR VEHICLES THAT ARE REGISTERED BY THE DEPARTMENT OF MOTOR VEHICLES." Mr. Weaver seconded and the motion passed 4-1. AYE: Sheridan, Eager, O'Brien, and Weaver. NAY: Booker. ABSENT: None.

County Attorney Agreement – Steven M. Nichols, County Administrator, presented the County Attorney Agreement. With no discussion:

MOTION

Mr. Weaver moved to approve the County Attorney's Compensation Agreement for services, effective September 1, 2016. Mrs. Eager seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

FY17 Staff Pay Plan – Steven M. Nichols, County Administrator, presented an updated FY17 Pay Plan based on projections of a State revenue decrease.

MOTION

Mrs. Eager moved to defer action on the FY17 Staff Pay Plan until a later date. Mr. Weaver seconded and the motion passed 4-1. AYE: Sheridan, Eager, O'Brien, & Weaver. NAY: Booker. ABSENT: None.

Louisa Raw Water Line Project - Site Plan Reviews Fee Waiver—Jason Smith, Director of Community and Economic Development, brought forward a request to waive all fees associated with the Louisa County raw water pipeline related to Erosion and Sediment, Building and Zoning, and site plan review.

After wide-ranging discussion,

MOTION

Mrs. Booker moved that the Board of Supervisors waive all fees associated with the Erosion and Sediment Control as well as Planning and Zoning application and site plan review fees connected with the Louisa County raw water line project. Mr. O'Brien seconded and the motion passed 4-1. AYE: Sheridan, Booker, O'Brien, and Weaver. NAY: Eager. ABSENT: None.

FY18 Budget Calendar—Martin Brookhart, Management Analyst, brought forward the proposed Budget Calendar for Fiscal Year 2018.

MOTION

Mrs. Booker moved the Board of Supervisors approve the FY18 Budget Calendar. Mr. O'Brien seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, & Weaver. NAY: None. ABSENT: None.

Social Services Request to Consolidate Two Part-Time Benefit Programs Specialist positions to One Full-Time position—Kim Mabe, Director of Social Services, presented a request to combine two part-time positions, into one full-time position. Mrs. Mabe noted these two positions were originally a full-time position that was split to accommodate retired employees who returned to work part-time.

With no discussion,

MOTION

Mr. O'Brien moved the Board of Supervisors approve the consolidation of two existing Part-Time Benefit Programs Specialist positions to one Full-Time Benefit Programs Specialist position. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, & Weaver. NAY: None. ABSENT: None.

Appointment to Recreation Advisory Board, Youth Position—Steven M. Nichols, County Administrator, presented the slate of candidates to replace Abigail Lintecum in the Youth Position of the Parks and Recreation Advisory Board.

With no discussion,

MOTION

Mr. O'Brien moved to appoint Hattie Lintecum, to the Parks and Recreation Advisory Board, replacing Abigail Lintecum, with a term to begin September 1, 2016 and to terminate June 30, 2019. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, & Weaver. NAY: None. ABSENT: None.

Appointment of the Fluvanna County Representative on the Blue Ridge Juvenile Detention (BRJD) Commission – Steve Nichols, County Administrator, brought forward a request to appoint Deputy County Administrator Eric Dahl as the County Representative for the Blue Ridge Juvenile Detention Commission.

There being no discussion,

MOTION

Mrs. Eager moved to appoint Deputy County Administrator Eric Dahl as the Fluvanna County representative on the Blue Ridge Juvenile Detention (BRJD) Commission, replacing County Administrator Steve Nichols, effective September 1, 2016. Mr. O'Brien seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, & Weaver. NAY: None. ABSENT: None.

Appointment to the Central Virginia Regional Jail Authority, Alternate Position – Steve Nichols, County Administrator, requested Deputy County Administrator Eric Dahl be appointed to the Central Virginia Regional Jail Authority, Alternate.

With no discussion,

MOTION

Mrs. Eager moved to appoint Deputy County Administrator Eric Dahl to the Central Virginia Regional Jail Authority, Fluvanna County Alternate Position, replacing County Administrator Steve Nichols, effective September 1, 2016. Mr. Weaver seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, & Weaver. NAY: None. ABSENT: None.

PRESENTATIONS

Fluvanna Rescue Facilities Update – Eric Dahl, Deputy County Administrator/Finance Director, presented a comprehensive update on the state of Rescue Facilities and Vehicles in the County. At their July 28, 2016 meeting, Fluvanna Rescue voted to sell the Fork Union Rescue building and land, and to gift the Palmyra Rescue Building and land to the County. Mr. Dahl noted that significant repairs are required to bring the building to necessary standards and presented a tiered proposal to address the needs. Mr. Dahl gave a brief synopsis of what this transfer would entail. Mr. Dahl also detailed the current condition of County rescue vehicles and proposed plans for maintaining the vehicles including trading vehicles, purchasing new vehicles, and scheduled rechassis on at least one of the vehicles. Mr. Dahl noted that funds are approximately \$35,000 short of purchasing a new ambulance and rechassis of #45 and asked the Board for direction.

VDOT Quarterly Report – Alan Saunders, VDOT Fluvanna/Louisa Residency Administrator, in his first appearance before the Board, joined by Tabitha Carpenter, Office Specialist, introduced himself and Ms. Carpenter and provided the Board with an update of proposed and scheduled projects in Fluvanna County.

CONSENT AGENDA

The following items were discussed before approval:

Tab A: Minutes of August 3, 2016—changes renamed three items to:

Tab G: Gas Monitoring for Closed Landfill

Tab H: Groundwater Monitoring Program for Closed Landfill

Tab I: Quarterly Site Inspection for Closed Landfill

Tab B: Accounts Payable Report, July 2016 – Eric Dahl, Finance Director

Tab F: FY17 County Administrator Pay Increase - DEFERRED

The following items were approved under the Consent Agenda for June 15, 2016:

Minutes of August 3, 2016—Kelly Belanger Harris, Clerk of the Court

Accounts Payable, July 2016—Eric Dahl, Deputy County Administrator and Finance Director

Update Procurement Policies and Procedures Manual—Cyndi Toler, Purchasing Agent

Social Services Facility Upgrades – Wayne Stephens, Public Works Director / County Engineer

Secondary Street Acceptance – Villages at Nahor—Jason Stewart, Planning and Zoning Administrator

FY17 County Administrator Pay Increase—Gail Parrish, Human Resources Manager - **DEFERRED**

FY16 Four-For-Life Supplemental Appropriation—Martin Brookhart, Management Analyst

Virginia Information Technologies Agency FY18 E-911 PSAP Education Program Grant Award—Andrea Gaines, Communication Director

Virginia Information Technologies Agency FY18 E-911 PSAP Grant—Andrea Gaines, Communication Director

GO Virginia Support Resolution – Jason Smith, Community & Economic Development Director

Economic Development and Tourism Advisory Council (EDTAC) Bylaws—Jason Smith, Director of Community and Economic Development

MOTION

Mr. Weaver moved to approve the items on the Consent Agenda for August 17, 2016, and ratifying Accounts Payable and Payroll for July 2016, in the amount of \$7,494,588.53. Mrs. Eager seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, and Weaver. NAY: None. ABSENT: None. (NOTE: Mr. O'Brien abstained on voting to adopt the Minutes of Aug 3, 2016, since he was not present at the meeting.)

UNFINISHED BUSINESS

Mrs. Booker reported to the Board the condition of unmaintained grass in the Fork Union Village Streetscape. Staff will contact VDOT.

NEW BUSINESS

None.

PUBLIC COMMENTS #2

At 9:53 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 9:54pm.

CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING

At 9:54, 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, of the Code of Virginia, 1950, as amended, for the purpose of

discussing Personnel, Real Estate, and Investment of Funds.. 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.

10:32 MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 10:32pm, 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.

ADJOURN

MOTION:

At 10:34pm Mrs. Booker moved to adjourn the regular meeting of Wednesday, August 17, 2016. Mr. Weaver 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

DRAFT



BOARD OF SUPERVISORS

County of Fluvanna

Palmyra, Virginia

RESOLUTION No. 27-2016

RESOLUTION OF SUPPORT

VIRGINIA INITIATIVE FOR GROWTH & OPPORTUNITY GO VIRGINIA

WHEREAS, the Virginia Initiative for Growth and Opportunity (GO Virginia) was initiated to encourage collaboration on private-sector growth and job creation by business, education, and government in each region; and

WHEREAS, the GO Virginia coalition's work is guided by three main points: (1) Virginia urgently needs strong private-sector growth; (2) Growth in Virginia's diverse regions requires collaboration; and (3) State government must be a catalyst and partner; and

WHEREAS, GO Virginia supports a voluntary, incentive-based approach as the best way to encourage regional cooperation on private-sector growth; and

WHEREAS, the General Assembly has approved \$35.95 million for GO! Grants, enacted legislation effective on July 1, 2016 and directed that guidelines be developed to implement the legislation by October 15, 2016; and

WHEREAS, as a regional economic development organization, the Central Virginia Partnership for Economic Development's main focus – fostering collaboration to promote economic growth and job creation in the region – aligns exactly with the GO Virginia initiative; and

WHEREAS, the Partnership has led a successful collaboration of public, private and educational stakeholders for two decades and is uniquely positioned to foster the regional cooperation required to successfully execute GO Virginia; and

WHEREAS, Fluvanna County agrees that the success and sustainability of Virginia's economic future depends on strong private-sector growth and supports state policies that encourage business, education, and local government to work together to create jobs and achieve shared economic development goals; and

WHEREAS, it is anticipated that Planning Districts 9 and 10 will be combined to serve as a single region for the GO Virginia program and both Planning District Commission Directors have agreed to be integrally involved in supporting the Partnership in this endeavor;

NOW, THEREFORE BE IT RESOLVED, on this 17th day of August, 2016, that the Fluvanna County Board of Supervisors supports the GO Virginia initiative to strengthen Virginia's economy in each region and, in the event that Planning Districts 9 and 10 are combined to serve as one of the defined regions for implementation of GO Virginia, supports the Central Virginia Partnership for Economic Development as the lead organization for GO Virginia in our region.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 17th day of August, 2016, on a motion by Weaver, seconded by Eager, and by the following vote:

AYES: Sheridan, Booker, Eager, O'Brien, Weaver

NAYS: None

ABSENT: None.

John M. Sheridan, Chair

Fluvanna County Board of Supervisors



BOARD OF SUPERVISORS

County of Fluvanna

Palmyra, Virginia

RESOLUTION No. 28-2016

**A Resolution to Take Streets in the Nahor Village 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, August 17, 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 Nahor Village 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 17th day of August, 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 17th day of August, 2016 on a motion by Mr. Weaver, seconded by Mrs. Eager, and by the following vote:

AYES: Sheridan, Booker, Eager, O'Brien, & Weaver **NAYS:** None **ABSENT:** None

John M. Sheridan, Chair

Board of Supervisors

Fluvanna County, Virginia

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

MEETING DATE:	September 7, 2016				
AGENDA TITLE:	FY17 County Administrator Salary Increase				
MOTION(s):	I move the Board of Supervisors approve a base salary increase of \$3,000 for Mr. Steven M. Nichols, the County Administrator, effective November 13, 2016, with the total salary and benefits amount of \$3,526.10 to be transferred from FY17 BOS Contingency to the FY17 County Administration budget.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Gail Parrish, Human Resource Manager				
PRESENTER(S):	Gail Parrish, Human Resource Manager				
RECOMMENDATION:	Approval				
TIMING:	Effective November 13, 2016 (First December 2016 payroll) based on BOS approved FY17 Pay Plan				
DISCUSSION:	Salary increase as approved by the Board during the County Administrator's Annual Performance Review process.				
FISCAL IMPACT:	Cat	Current Plan	With 0.25% Decrease	With 0.5% Decrease	
	Salary	\$3,000.00	\$2,706.00	\$2,410.00	
	FICA	\$229.50	\$207.01	\$184.37	
	VRS	\$250.50	\$225.95	\$201.24	
	VRS HRIC	\$6.60	\$5.95	\$5.30	
	Group Life	\$39.50	\$35.45	\$31.57	
	TOTAL	\$3,526.10	\$3,180.36	\$2,832.47	
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				X	

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

MEETING DATE:	September 7, 2017				
AGENDA TITLE:	FY17 FCPS CTE Supplemental Appropriation				
MOTION(s):	I move the Board of Supervisors approve the supplemental appropriation of \$8,054.18 to the FY17 Fluvanna County Public Schools budget for funds received from the Commonwealth of Virginia for Career & Technical Education (CTE) programs.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Martin Brookhart, Management Analyst				
PRESENTER(S):	Ed Breslauer, FCPS Director of Finance				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Routine				
DISCUSSION:	<p>Fluvanna County Public Schools was recently notified of funding for Career & Technical Education programs.</p> <p>The funds will allocated to Instruction as follows:</p> <ul style="list-style-type: none"> • \$6,072.87 to update CTE equipment to industry standards • \$1,981.31 to support industry credentials for STEM-H CTE Programs <p>This will increase FCPS State Revenue from \$19,470,642 to \$19,478,696.18.</p> <p>This will increase the overall FCPS budget from \$38,296,423 to \$38,304,477.18</p>				
FISCAL IMPACT:	<p>Approval of this supplemental appropriation will authorize staff to increase State Revenue and Instruction Expense by \$8,054.18.</p> <p>There is no County match required.</p>				
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:	September 7, 2016				
AGENDA TITLE:	The Walmart Community Grant Program				
MOTION(s):	<p>1.) I move to authorize submission of the Walmart Community Grant Program application and if awarded, accept an award in the amount of up to \$2,500 to fund the purchase of equipment to support the agency's volunteer programs.</p> <p>2.) Further, I move to authorize the County Administrator to execute contracts and agreements associated with this grant, subject as to form by the County Attorney; and authorize a supplemental appropriation for the FY'17 -FY'18 E 9-1-1 Center in the amount of up to \$2,500 to revenue and expenditure accounts assigned by Finance.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):	Strategic Initiative B6	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrea Gaines, Sheriff's Office Staff; Sheriff Eric B. Hess, Sheriff				
PRESENTER(S):	Andrea Gaines, Sheriff's Office Staff; Sheriff Eric B. Hess, Sheriff				
RECOMMENDATION:	Ratify and accept the Walmart Community Grant Program Grant.				
TIMING:	Routine.				
DISCUSSION:	Grant funds will be used to purchase equipment and supplies to support agency volunteer programs, which include Volunteers in Police Service (VIPS) and TRIAD.				
FISCAL IMPACT:	<ul style="list-style-type: none"> • Grant award of up to \$2,500. • This state grant award is to be used to purchase equipment and supplies for the Sheriff's Office VIPS and TRIAD volunteer programs. • Award period: Feb. 1, 2016 to Dec. 31, 2016. • No additional match funding is required. <p>***No extensions are allowed.</p>				
POLICY IMPACT:	None.				
LEGISLATIVE HISTORY:	This grant was previously awarded to the E-911 Center in FY'16(for the amount of \$1,000).				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

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

Meeting Date:	September 7, 2016				
AGENDA TITLE:	Land Use Program Policies and Procedures				
MOTION(s):	<p>I move to reaffirm and retain current Fluvanna County Land Use Program ordinances, policies, and procedures.</p> <p align="center">OR</p> <p>I move to modify current Fluvanna County Land Use Program ordinances, policies, and procedures as follows: _____.</p>				
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):	Steve Nichols, County Administrator				
PRESENTER(S):	Steve Nichols, County Administrator				
RECOMMENDATION:	Board Preference				
TIMING:	Current				
DISCUSSION:	<p>The Board of Supervisors has been holding an ongoing discussion regarding County policies and procedures for our Land Use Program. The issues have been discussed during several work sessions and the County invited a number of Land Use program experts from around the Commonwealth to make Board presentations regarding program laws, policies, procedures, enforcement, and benefits. Local residents have also had multiple opportunities to comment on the program.</p> <p>Staff and the Commissioner of the Revenue’s Office need direction from the Board regarding any changes to Land Use Program ordinances, policies, and procedures.</p>				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX				XX

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS Packet p. 255/259
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: September 7, 2016
From: Martin Brookhart – Management Analyst
To: Board of Supervisors
Subject: FY17 Capital Reserve Balances

The FY17 Capital Reserve account balances are as follows:

County Capital Reserve:

FY16 Carryover	\$14,370
FY17 Beginning Budget:	\$200,000
Plus: FY15 & FY16 Projects Completed Under Budget	\$50,323
Available:	\$264,693

Schools Capital Reserve:

FY16 Carryover	\$193,243
FY17 Beginning Budget:	\$100,000
Plus: FY15 & FY16 Projects Completed Under Budget	\$48,168
Less: FCHS Equipment Shed Replacement 8.3.16	-\$5,400
Less: FCPS Floor Scrubber Replacement 8.3.16	-\$11,300
Available:	\$324,711

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MEMORANDUM

Date: September 7, 2016
From: Martin Brookhart – Management Analyst
To: Board of Supervisors
Subject: FY17 BOS Contingency Balance

The FY17 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000.00
Available:	\$150,000.00

Culpeper District
Louisa Residency
Fluvanna County
Monthly Report: September 2016

Projects In Development
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 (UPC:96938)	Scoping	Design	November 2019
Roundabout at US 15 and Route 53 (UPC:98213)	Advertise	Award	Advertised
Route 600 North Boston Road	Authorize PE	On hold pending decision by County	TBD
Route 633 North Boston Road – Reconstruction	--	On hold pending decision by County	2023
Route 629 Deep Creek Road– Bridge Replacement	--	Project Scoping	TBD
Route 1102 – Rural Rustic (UPC:107315)	--	Project Scoping	October 2016
Route 680 – Rural Rustic(UPC:107558)	--	Project Scoping	May 2023
Route 1101 – Rural Rustic (UPC:109165)	--	Project Scoping	October 2019
Route 1103 – Rural Rustic (UPC:109167)	--	Project Scoping	October 2019
Route 1106 – Rural Rustic (UPC:109169)	--	Project Scoping	October 2019
Route 1108 – Rural Rustic (UPC:109185)	--	Project Scoping	October 2019

Projects Under Construction

Road Projects

- Route 15/53 Roundabout – Grading, drainage and pavement. Recommended for Award. Contract Execution (Expected by 8-31-16). Fixed completion date of 8-23-17.

Fluvanna County

Monthly Report: September 2016

Bridge Projects

- Route 6 Rivanna River Bridge—Bridge is currently closed. Continue work on Phase 2 Structure (Deck Placement, rails, etc...). Anticipate Completion early September.
- Bridge Deck Cleaning and Washing – Complete. Renewal work will start in Spring 2017
- SF – 652 (Str. 6030) Superstructure Replacement – Bridge is closed and work is underway.
- SF – 0629 (Str. 6021) Superstructure Replacement – November 2016 anticipated start

Resurfacing Projects

- Plant Mix—Work is underway. See attached route listing.
- Surface Treatment—See attached route listing.

Traffic Engineering

Studies Under Review:

- Route 652 Academy Road, Traffic Safety Study

Completed Studies

- Route 53 from Route 600 to Fluvanna County line Speed/Safety study; under review VDOT Study Number—065-0053-20160801-011

Maintenance Activities

VDOT Area Headquarter crews completed the following activities during the past month.

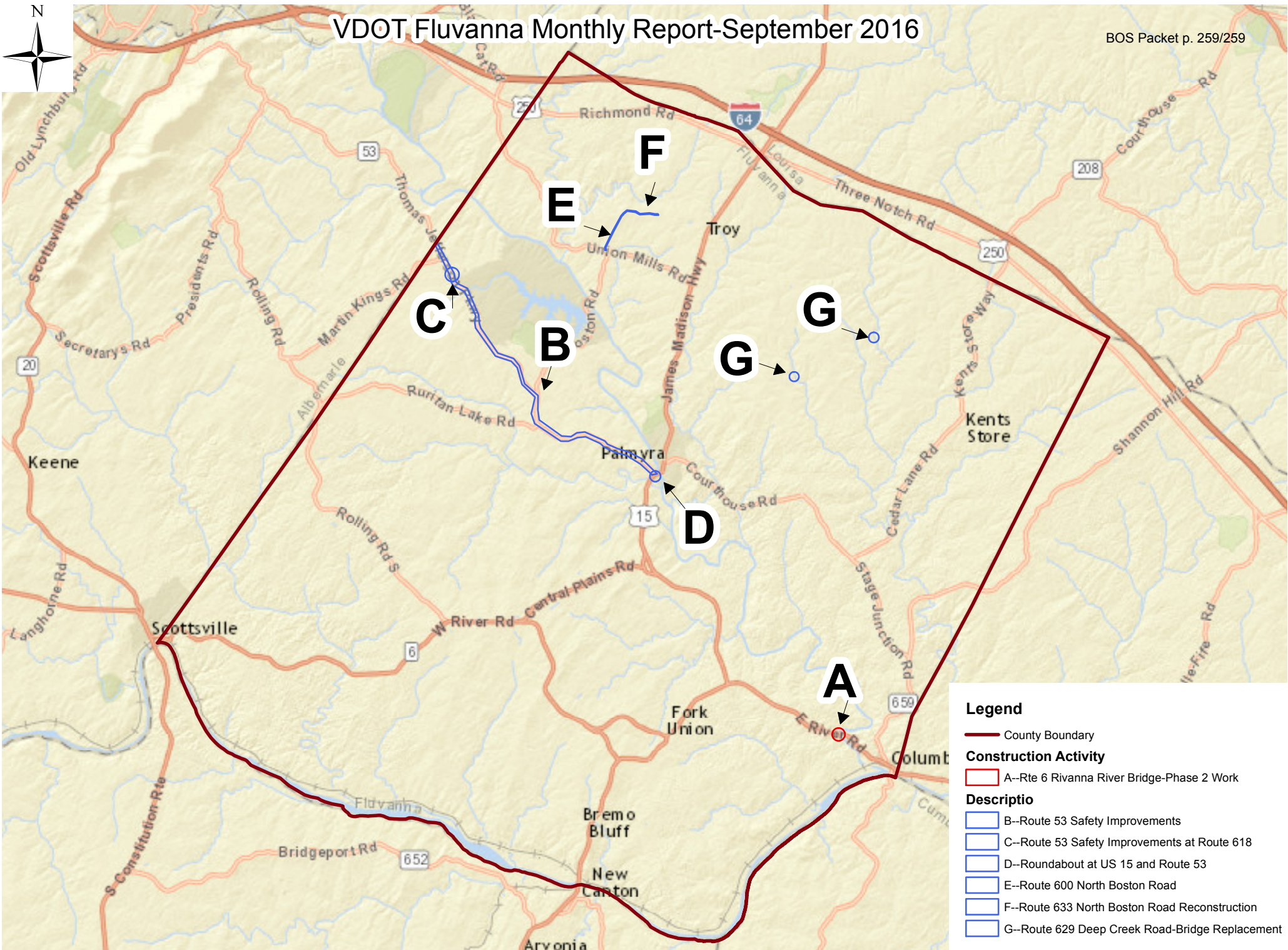
- Mowing operations on 13 routes
- Patching operations performed on 4 routes
- Tree cutting and removal performed on 8 routes

BOS Manual:

http://www.virginiadot.org/business/resources/local_assistance/BOSManual-2015.pdf

Alan Saunders, P.E.
Resident Engineer
VDOT Louisa Residency
540-967-3710

VDOT Fluvanna Monthly Report-September 2016



- Legend**
- County Boundary
 - Construction Activity**
 - A--Rte 6 Rivanna River Bridge-Phase 2 Work
 - B--Route 53 Safety Improvements
 - C--Route 53 Safety Improvements at Route 618
 - D--Roundabout at US 15 and Route 53
 - E--Route 600 North Boston Road
 - F--Route 633 North Boston Road Reconstruction
 - G--Route 629 Deep Creek Road-Bridge Replacement



BUILDING INSPECTIONS MONTHLY REPORT

County of Fluvanna, Virginia

Building Official:	Period:
Florin Moldovan	Aug-2016

Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
BUILDING PERMITS ISSUED														
NEW - Single Family Detached	2014	7	1	4	6	9	16	5	12	6	8	4	9	87
	2015	4	5	10	9	12	12	14	13	2	4	7	3	95
	2016	11	11	8	15	9	19	6	5					84
NEW - Single Family Attached	2014	0	0	6	0	0	0	0	0	0	0	2	0	8
	2015	2	0	0	0	0	0	0	2	0	0	0	0	4
	2016	0	0	0	0	0	0	0	0	0				0
NEW - Mobil Homes	2014	0	1	1	0	0	1	1	0	1	0	0	0	5
	2015	0	0	0	0	1	1	0	2	0	0	0	0	4
	2016	0	1	0	0	0	0	0	1					2
Additions and Alterations	2014	22	12	17	29	31	28	18	28	31	36	25	25	302
	2015	21	30	38	28	21	30	22	25	23	27	35	18	318
	2016	13	10	31	27	29	29	15	32					186
Accessory Buildings	2014	2	0	2	0	4	1	3	5	1	2	2	1	23
	2015	4	4	3	4	1	0	0	2	6	0	0	3	27
	2016	3	4	4	6	2	2	1	2					24
Swimming Pools	2014	0	0	0	1	0	0	0	0	0	0	0	1	2
	2015	0	0	0	0	0	0	0	1	1	0	0	0	2
	2016	0	0	0	0	0	1	1	0					2
Commercial/Industrial Bldgs	2014	0	0	0	0	0	2	1	0	0	0	0	1	4
	2015	1	0	0	0	0	0	2	0	0	1	1	1	6
	2016	0	0	2	2	0	0	1	0					5
Land Disturbing Permits	2014	8	1	10	4	8	16	3	10	5	9	6	10	90
	2015	6	5	9	10	10	12	15	16	3	5	10	5	106
	2016	12	11	8	14	10	18	7	6					86
TOTAL PERMITS	2014	39	14	30	36	44	48	28	45	39	46	33	37	431
	2015	32	39	51	41	35	43	38	45	32	32	43	25	456
	2016	27	26	45	50	40	51	24	40	0	0	0	0	303

BUILDING VALUES FOR PERMITS ISSUED														
TOTAL BUILDING VALUES	2014	1,902,399	453,326	1,783,992	2,540,111	2,570,600	3,119,333	1,724,192	2,586,705	1,353,471	1,922,260	1,461,680	2,563,409	\$ 23,981,478
	2015	1,384,631	1,560,716	2,916,520	3,567,237	2,999,918	4,280,357	5,272,378	3,107,731	2,625,563	2,203,913	1,931,893	6,252,403	\$ 38,103,260
	2016	1,817,981	2,555,455	5,552,458	3,711,821	2,447,891	5,311,921	3,611,179	1,817,783	0	0	0	0	\$ 26,826,489

INSPECTIONS COMPLETED														
TOTAL INSPECTIONS	2014	135	149	103	180	113	168	173	148	155	167	112	162	1765
	2015	105	137	146	214	113	232	193	181	208	206	149	149	2033
	2016	116	91	153	157	155	214	249	230					1365

FEES COLLECTED														
Building Permits	2014	\$9,160	\$2,655	\$10,041	\$11,601	\$11,808	\$18,950	\$6,913	\$12,848	\$8,080	\$11,602	\$9,740	\$11,568	\$ 124,965
	2015	\$6,731	\$8,351	\$13,711	\$16,037	\$13,508	\$16,628	\$14,931	\$18,895	\$10,411	\$8,558	\$10,381	\$9,575	\$ 147,717
	2016	\$11,850	\$11,954	\$11,576	\$14,889	\$8,447	\$19,247	\$12,947	\$7,537					\$ 98,446
Land Disturbing Permits	2014	\$2,125	\$1,225	\$2,400	\$2,300	\$1,310	\$8,500	\$2,739	\$2,850	\$625	\$2,839	\$2,450	\$2,850	\$ 32,213
	2015	\$1,775	\$875	\$1,425	\$3,425	\$1,750	\$1,850	\$2,325	\$3,338	\$1,085	\$2,819	\$10,450	\$2,298	\$ 33,414
	2016	\$3,200	\$2,575	\$1,700	\$1,950	\$2,250	\$2,325	\$4,020	\$875					\$ 18,895
Zoning Permits/Proffers	2014	\$1,000	\$250	\$1,800	\$1,100	\$14,200	\$2,400	\$1,050	\$19,900	\$1,400	\$1,350	\$950	\$1,700	\$ 47,100
	2015	\$1,200	\$1,000	\$1,650	\$2,600	\$1,500	\$1,850	\$1,850	\$2,400	\$1,650	\$1,050	\$900	\$850	\$ 18,500
	2016	\$1,150	\$1,250	\$1,800	\$2,450	\$1,650	\$2,800	\$1,150	\$1,150					\$ 13,400
TOTAL FEES	2014	\$ 12,285	\$ 4,130	\$ 14,241	\$ 15,001	\$ 27,318	\$ 29,850	\$ 10,702	\$ 35,598	\$ 10,105	\$ 15,790	\$ 13,140	\$ 16,118	\$ 204,278
	2015	\$ 9,706	\$ 10,226	\$ 16,786	\$ 22,062	\$ 16,758	\$ 20,328	\$ 19,106	\$ 24,632	\$ 13,146	\$ 12,427	\$ 21,731	\$ 12,722	\$ 199,631
	2016	\$ 16,200	\$ 15,779	\$ 15,076	\$ 19,289	\$ 12,347	\$ 24,372	\$ 18,117	\$ 9,562	\$ -	\$ -	\$ -	\$ -	\$ 130,741