



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

February 21, 2018

Budget Work Session - 4:00 pm

Regular Meeting - 7:00 pm

TAB AGENDA ITEMS

A – CALL TO ORDER

B – PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

C – FCPS BUDGET PRESENTATION AND DISCUSSION

D – 2018-19 STRATEGIC INITIATIVES REVIEW

E – CLOSED MEETING AND DINNER RECESS

RECESS – DINNER BREAK

RECONVENE @ 7:00pm

TAB AGENDA ITEMS

1 - CALL TO ORDER

2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

3 – ADOPTION OF AGENDA

ACTION ITEM

W Community Service Award Resolution Honoring Chief Mike Brent – Steve Nichols, County Administrator

SPECIAL PRESENTATIONS

Community Service Award Resolution Honoring Chief Mike Brent – Steve Nichols, County Administrator

Sheriff's Office Commendations – Von Hill

Certificate of Commendation Recognizing A. Gail Parrish – Steve Nichols, County Administrator

4 – COUNTY ADMINISTRATOR'S REPORT

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 – PUBLIC HEARING

XYZ ZTA 18-01: Rezoning Fees—James Newman, Planner

A County Code Amendment - Strategic Zoning—James Newman, Planner

7 – ACTION MATTERS

B Appraisal Services—Cyndi Toler, Purchasing Officer

C Fluvanna County Timber Sale Agreement—Cyndi Toler, Purchasing Officer

D Carysbrook Softball Fields Improvements—Aaron Spitzer, Director of Parks and Recreation

E Tourism Strategic Plan 2018-2020—Jason Smith, Community and Economic Development Director

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

- F 2018-2019 Strategic Initiatives – Steve Nichols, County Administrator
- G Appointment/Reappointment to the Jefferson Area Board for Aging (JABA) Board of Directors – Steve Nichols, County Administrator
- H ARC Building Repair and Maintenance—Wayne Stephens, Public Works Director and County Engineer

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

- I VDOT Quarterly Report—Alan Saunders, PE, VDOT Louisa Residency
- J Request for Communications Tower Support - Michael Winget-Hernandez, Winget-Hernandez, P.C.

9 – CONSENT AGENDA

- K Minutes of January 20, 2018—Kelly Belanger Harris, Clerk to the Board
- L Minutes of February 7, 2018—Kelly Belanger Harris, Clerk to the Board
- M Minutes of February 14, 2018—Kelly Belanger Harris, Clerk to the Board
- Mc Accounts Payable, January 2018—Eric Dahl, Deputy County Administration/Finance Director
- N FY18 FCPS Career Switcher New Teacher Mentor Program Supplemental Appropriation—Mary Anna Twisdale, Management Analyst
- O FY18 FCPS Families Learning Together Walmart Community Grant Supplemental Appropriation—Mary Anna Twisdale, Management Analyst
- P FY18 FCPS Mentor Teacher Program Supplemental Appropriation—Mary Anna Twisdale, Management Analyst
- Q Byrne/Justice Assistance Grant—Mary Anna Twisdale, Management Analyst

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

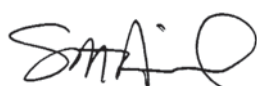
TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



Digitally signed by Steven
M. Nichols
Date: 2018.02.16 07:56:40
-05'00'

County Administrator Review

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

PLEDGE OF ALLEGIANCE

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

ORDER

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

PUBLIC HEARING RULES OF PROCEDURE

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

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

TAB W

MEETING DATE:	February 21, 2018				
AGENDA TITLE:	Community Service Award Resolution – Chief Mike Brent				
MOTION(s):	I move to approve the Community Service Award Resolution honoring Chief Mike Brent, as presented.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Debbie Smith, Emergency Management Coordinator				
PRESENTER(S):	Steve Nichols, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Routine				
DISCUSSION:	To honor Chief Brent’s significant contributions to the E911 Emergency Radio System project.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Resolution				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 02-2018

COMMUNITY SERVICE AWARD RESOLUTION HONORING FIRE CHIEF G. MICHAEL BRENT

WHEREAS, Chief Michael Brent has served as Fluvanna County Fire Chief for 31 years; and

WHEREAS, Chief Brent's leadership and service to Fluvanna County has been both admirable and worthy of esteem; and

WHEREAS, Chief Brent served on the Emergency Radio Project Committee from its inception in 1990's, remained engaged throughout the project, attended Radio Committee meetings, and continues to assist with project closure; and

WHEREAS, he has attended numerous advanced trainings, system testing and staging in Illinois, train the trainer sessions, system coverage testing events, and system acceptance testing prior to cut-over, all without compensation; and

WHEREAS, Chief Brent coordinated with all Fire Companies and Rescue Stations during the successful cut-over day process, ensuring a smooth transition during a stressful time; and

WHEREAS, this \$8 million dollar project resulted in significant improvement to 99% radio coverage for areas throughout Fluvanna County, ensuring significant improvement in communications and safety for county sheriffs, firefighters, rescue personnel, and citizens; and

WHEREAS, he continues to serve as a member of the Local Emergency Planning Committee, holds a key position in the Emergency Operations Plan for fire service, and assists the Emergency Management Coordinator with key planning duties; and

WHEREAS, Chief Brent serves as a liaison with many outside agencies, including insurance companies, the Virginia Department of Emergency Management, the Virginia Department of Forestry, the State Fire Marshal's Office, and the local Red Cross; and

NOW, THEREFORE BE IT RESOLVED, on this 21st day of February, 2018, that the Fluvanna County Board of Supervisors hereby recognizes the significant Civic Responsibility, Community Leadership, Volunteer Services, and Mentoring & Coaching contributions of Fire Chief Michael Brent.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at the Regular Meeting of the Board held on the 21st day of February, 2018, on a motion by Mr. Weaver, seconded by Mrs. Eager, and by the following vote:

AYES: Booker, Eager, O'Brien, Sheridan, Weaver

NAYS: None

ABSENT: None

John M. Sheridan, Chair
Fluvanna County Board of Supervisors

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

TAB XYZ

MEETING DATE:	February 21, 2018				
AGENDA TITLE:	ZTA 18-01: Rezoning Fee				
MOTION(s):	I move that the Board of Supervisors [<i>approve/deny/defer</i>] Zoning Text Amendment 18:01, an amendment and accompanying resolution to the Fluvanna County Zoning Ordinance to amend Chapter 22, Article 17, Section 7 of the Fluvanna County Code, Thereof, Amending the Fluvanna County Zoning Ordinance. The public purpose of these amendments is to aid in the economic development of the County				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		A2
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	James Newman, Planner				
PRESENTER(S):	James Newman, Planner				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	Reduction of rezoning fee by eliminating the \$50-per-acre application charge. Fee would become a flat \$1,000, plus applicable mailing costs.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	Conforms to Strategic Initiative Goal A2				
LEGISLATIVE HISTORY:	Planning Commission unanimously recommended Approval on Feb 13, 2018				
ENCLOSURES:	Staff Report				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS 2018-02-21 p.11/331
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: ZTA 18:01

From: James Newman
Date: February 21, 2018

General Information: This request is to be heard by the Fluvanna County Board of Supervisors on Wednesday February 21, 2018 at 7:00 pm in the Circuit Court Room at the Fluvanna County Courts Building.

Applicant/Representative: Fluvanna County

Requested Action: Amend the Fluvanna County Zoning Ordinance

- Amend Fluvanna County Code Section 22-17-7. The proposed amendment reduces the rezoning fee by eliminating the \$50-per-acre charge, so as to aid in the economic development of the county.

Background

Project Timeline:

Item discussed by the Planning Commission at their work session on December 12, 2017. Planning Commission voted 5-0 to recommend **approval** at their February 13, 2018 meeting.

Planning Commission

The Planning Commission heard this item at their regular public meeting on February 13, 2018. There were no public comments. Sue Cotellessa and Lewis Johnson wanted to know if the new fee would be levied per application or per parcel being rezoned. The fee is for the application, regardless of how many parcels are being rezoned. Planning Commission voted 5-0 to recommend **approval**.

Analysis

The proposed amendments amend the Fluvanna County Zoning Ordinance. The amendments are made to reduce the rezoning fee to a flat fee of \$1,000, plus mailing costs. The \$50-per-acre cost would be stricken from the Ordinance.

Comprehensive Plan

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

Chapter 2 Goals:

A.1: “Develop new zoning and subdivision regulations that will further the desired growth patterns and property uses, and to protect the rural preservation area...”

D.2 “Encourage the establishment of new local business and support existing local business in village cores.”

Chapter 5 Goal:

C.6.: “Streamline the application and permitting process by working with business to help them locate in the appropriate area of the county...”

Conclusion

The proposed amendment to the Fluvanna County Zoning Ordinance will:

- Provides an incentive for economic development by making it cheaper to rezone property
- Make the Zoning Ordinance conform with the goals of the 2015 Comprehensive Plan

Suggested Motion

I move that the Board of Supervisors [*approve/deny/defer*] Zoning Text Amendment 18:01, an amendment and accompanying resolution to the Fluvanna County Zoning Ordinance to amend Chapter 22, Article 17, Section 7 of the Fluvanna County Code, Thereof, Amending the Fluvanna County Zoning Ordinance. The public purpose of these amendments is to aid in the economic development of the County

Attachments: A: Zoning Chapter 22, Article 17, Section 7, proposed changes

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

Sec. 22-17-7. – Fees

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

Site Plan Review

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

* If not part of a site plan review

Special Use Permit

	\$ 800.00 plus Mailing costs•
Amendment of Condition	\$ 400.00 plus Mailing costs•
Telecommunications Towers	\$1,500.00 plus mailing costs• \$5,500.00 w/consultant review
Mobile Home	\$ 350.00 plus mailing costs•
Permit Extension (Mobile Home)	\$ 200.00 plus mailing costs•

Rezoning

	\$1,000.00 plus \$50.00 per acre plus mailing costs•
Proffer or Master Plan Amendment	\$750.00 plus mailing costs•

Zoning Text Amendment

Map	\$550.00 \$750.00 plus \$ 50.00 per acre
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Variance

Appeal of Administrator	\$550.00 plus mailing costs• \$125.00
BZA Interpretation of Map	\$ 50.00

Zoning Permit

	\$100.00 Primary Structures \$ 50.00 Accessory Bldgs.
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<u>Sign Permit</u>	\$155.00
<u>Copy of Ordinances</u> ••	\$ 30.00
<u>Comprehensive Plan</u> ••	\$ 50.00
<u>Tax Map Book</u> ••	\$ 30.00
<u>Request for Temporary Exception</u> <u>Outdoor Light Control</u>	\$ 50.00
<u>Street Sign Installation</u>	\$200.00 per intersection
<u>Sign Deposit for Public Hearing</u>	\$ 90.00 per sign

- Mailing Costs – \$20.00 per Adjacent Property Owner (APO) after 1st 15 APO’s, Certified Mail,
- Available on-line for free

And be it further resolved that the public purpose for the proposed amendments is to promote the economic development of the County.

DRAFT

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

TAB A

MEETING DATE:	February 21, 2018				
AGENDA TITLE:	County Code Amendment - Strategic Zoning				
MOTION(s):	I move that the Board of Supervisors [<i>approve/deny</i>] an ordinance to amend Fluvanna County Code Chapter 20, Article 4, Section 8 ' <i>Roll Back Taxes Generally</i> ' with changes to subsection D and the addition of a subsection E, concerning roll-back taxes for properties in the Land Use Valuation Program in the Zion Crossroads Community Planning Area.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):	C1	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	James Newman - Planner				
PRESENTER(S):	James Newman - Planner				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	Board of Supervisors may approve or deny this Ordinance change.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	Would institute 'Strategic Zoning' tax changes for properties enrolled in the Land Use Valuation Program within Zion Crossroads CPA				
LEGISLATIVE HISTORY:	Planning Commission was informed of draft language at January 9, 2018 work session, and recommended approval. Board authorized public hearing on Jan. 31, 2018.				
ENCLOSURES:	Staff Report and Draft Ordinance				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X



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STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: N/A

From: James Newman
Date: February 21, 2018

General Information: This request is to be heard by the Fluvanna County Board of Supervisors on Wednesday February 21, 2018 at 7:00 pm in the Circuit Courtroom in the Fluvanna County Courts Building.

Applicant/Representative: Fluvanna County

Requested Action: Amend the Fluvanna County Code

- *An ordinance to amend Fluvanna County Code Section 20-4-8 with changes to subsection D and the addition of a subsection E, concerning roll-back taxes for properties in the Land Use Valuation Program in the Zion Crossroads Community Planning Area, so as to aid in the economic development of the county.*

Background

Project Timeline:

Item discussed by the Board of Supervisors at their session on April 19, 2017, and at work sessions at later dates. Board approved a public hearing for this item at their January 31, 2018 regular session.

Overview

- The proposed amendments amend the Fluvanna County Code. The amendments are made to amend Fluvanna County Code Section 20-4-8 with changes to subsection D and the addition of a subsection E, concerning roll-back taxes for properties in the Land Use Valuation Program in the Zion Crossroads Community Planning Area, so as to aid in the economic development of the county. The proposed changes allow properties to stay in Land Use Valuation Program when zoning is changed, so long as the use does not change.

The article contains a new subsection, 'E':"

(E) Notwithstanding the provisions of subsection (D), above, in the case of property located within the Zion Crossroads Community Planning Area as designated in the then current Comprehensive Plan, (i) when a change in zoning of real estate to a more intensive use at the request of the owner or his agent occurs, roll-back taxes shall not

become due solely because the change in zoning is for specific more intensive uses set forth in the ordinance, (ii) such real estate may remain eligible for use value assessment and taxation, in accordance with the provisions of this article, as long as the use by which it qualified does not change to a nonqualifying use, and (iii) no roll-back tax shall become due with respect to the real estate until such time as the use by which it qualified changes to a nonqualifying use.

Analysis

Issue is that taxes for Land Use Valuation Program properties come due when zoning changes, resulting in no incentive to change zoning to a commercial category for State marketing if there is no assurance of a sale.

Solution is to amend county code so that properties within Land Use Valuation Program that seek a rezoning are not taken out of the Program when zoning changes, only when use changes. This allows roll-back taxes to be dealt with as part of the sale of land to an industrial or commercial buyer.

Would apply **only** to Zion Crossroads Community Planning Area, and only to parcels within that area that are enrolled in the Land Use Valuation Program.

“Zion Crossroads is envisioned to be the most intensely developed part of the county” 2015 Comprehensive Plan, pg. 44

A change in use can be ascertained when a Certificate of Occupancy is granted by the Building Department, and verified by the office of the Commissioner of the Revenue. Actual method will need to be determined by appropriate policy makers.

Conclusion

The proposed amendment to the Fluvanna County Code will:

- The proposed changes allow properties to stay in Land Use Valuation Program when zoning is changed, so long as the use does not change.
- Therefore allow for additional economic development opportunities within the County

Suggested Motion

I move that the Board of Supervisors [*approve/deny*] an ordinance to amend Fluvanna County Code Chapter 20, Article 4, Section 8 ‘*Roll Back Taxes Generally*’ with changes to subsection D and the addition of a subsection E, concerning roll-back taxes for properties in the Land Use Valuation Program in the Zion Crossroads Community Planning Area.

Attachments: A: Proposed Code Change language for Chapter 10, Article 1 of the Fluvanna County Code

ATTACHMENT A

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF FLUVANNA COUNTY that the Fluvanna County Code be, and it is hereby, amended, in Section 20-4-8, as follows:

Sec. 20-4-8. Roll-back taxes generally.

(A).....

1. (D) *Except as provided in subsection (E) of this section, real property rezoned to a more intensive use, at the request of the owner or his agent, shall be subject to the roll-back tax at the time the zoning is changed. Real property rezoned to a more intensive use before July 1, 1988, at the request of the owner or his agent, shall be subject to the roll-back tax at the time the qualifying use is changed to a nonqualifying use. No real property rezoned to a more intensive use at the request of the owner or his agent shall be eligible for taxation and assessment under this article; provided, that these provisions shall not be applicable to any rezoning which is required for the establishment, continuation or expansion of a qualifying use. If the property is subsequently rezoned to agricultural, horticultural or open space, it shall be eligible for consideration for assessment and taxation under this article only after three (3) years have passed since the rezoning was effective.*

(E) Notwithstanding the provisions of subsection (D), above, in the case of property located within the Zion Crossroads Community Planning Area as designated in the then current Comprehensive Plan, (i) when a change in zoning of real estate to a more intensive use at the request of the owner or his agent occurs, roll-back taxes shall not become due solely because the change in zoning is for specific more intensive uses set forth in the ordinance, (ii) such real estate may remain eligible for use value assessment and taxation, in accordance with the provisions of this article, as long as the use by which it qualified does not change to a nonqualifying use, and (iii) no roll-back tax shall become due with respect to the real estate until such time as the use by which it qualified changes to a nonqualifying use.

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

TAB B

MEETING DATE:	2/21/18				
AGENDA TITLE:	APPRAISAL SERVICES OF REAL PROPERTY CONTRACT				
MOTION(s):	I move the Board of Supervisors approve the term contract between Fluvanna County and Bowman Consulting Group, LTD., for Appraisal Services of real property including Project Agreement # 1 totaling \$9,222.50 and further authorize the County Administrator to execute the agreement subject to the County Attorney revisions for a proper agreement and approval as to form.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):	C7	
	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:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • RFP issued January 23; Closed February 6 <ul style="list-style-type: none"> ○ We received 3 submissions ○ All 3 were interviewed by a committee consisting of County Staff and Chris Tate, the Assistant County Attorney ○ Bowman was chosen as the highest scoring proposal • This contract will primarily be used for the easement and fee simple acquisitions for the Zion Crossroads Water and Sewer lines, however, it will be a term contract for any additional appraisal services the county may need over the next, possibly, 5 years. • The first Project Agreement issued will be for the appraisals of the Fee Simple properties that will be the future site of the Water Storage tank and the Pump Station. Also, included will be the beginning Negotiations with the state for the easements needed on the Prison site. <ul style="list-style-type: none"> ○ This Project Agreement is not to exceed an estimated \$9,222.50; Depending on Actual Hours worked by the contractor. • Future Project Agreements will include the valuations of all properties we will need to purchase easements on in order to determine fair value for offers to be made. • As needed, Bowman will be available to assist with any negotiations or public outreach. • Bowman will also be tasked with any other full appraisals that will be required. <ul style="list-style-type: none"> ○ Any property acquisition estimated at over \$25,000 a full appraisal will be required. ○ Any property that the acquisition will result in official litigation will require a full appraisal. • Bowman will also provide litigation support services as an expert appraiser witness, when necessary. 				

FISCAL IMPACT:	<ul style="list-style-type: none"> Budgeted within the Zion Crossroads Water and Sewer budget 				
POLICY IMPACT:	NA				
LEGISLATIVE HISTORY:	NA				
ENCLOSURES:	Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	x		x		

**COUNTY OF FLUVANNA, VIRGINIA
APPRAISAL SERVICES OF REAL PROPERTY CONTRACT**

This **APPRAISAL SERVICES OF REAL PROPERTY CONTRACT** (collectively with all exhibits hereto, the “Contract”) dated this ____ day of _____, 2018 is between The **COUNTY OF FLUVANNA** (the “County”), a political subdivision of the Commonwealth of Virginia, and **Bowman Consulting Group, LTD.** (“Contractor”), a Virginia corporation, and is binding among and between these parties as of the date of the County’s signature. The parties hereto agree as follows:

1. PURPOSE, EXHIBITS AND SCOPE OF WORK: The Contractor shall perform appraisal and other related services for the Zion Crossroads Water and Sewer Line Project (the “Water Project”) and other as-needed appraisal services for real property located in or near Fluvanna County, Virginia, from time to time for the County as needed by the County so as to meet or exceed the requirements of: (i) the Request for Proposals, Appraisal Services issued January 23, 2018, RFP Number 2018-03, (the “**RFP**”), which RFP is attached hereto as **Exhibit 1** and made a material part of this Contract; and (ii) the Contractor’s Proposal in response to the RFP dated February 2, 2018, (the “Original Proposal”), which is attached hereto as **Exhibit 2** and made a material part of this Contract; and (iii) the Revised Fee Proposal dated February 6, 2018 (the “**Revised Fee Proposal**”) which is attached hereto as **Exhibit 3** and made a material part of this Contract. The “Fee Proposal” in the Original Proposal, being page 16 thereof, is hereby replaced in its entirety with the Revised Fee Proposal; and the Original Proposal as amended by that Revised Fee Proposal is hereinafter referred to collectively as the “**Proposal**”. The on-call appraisal services, including, but not limited to, any labor, services, work, materials and other items related thereto for the Water Project or any other project/purpose and requirements of the RFP and Proposal related or applicable thereto are hereinafter collectively referred to as the “**On-Call Services**”. The On-Call Services requirements and details are more specifically laid out in the RFP and Proposal, with specific reference to Articles 1, 2 and 3 of the RFP and the Proposal Sections entitled “Approach to Completion” and “Timeline” being pages 12-14 of the Proposal. **Nothing herein requires the County to purchase any On-Call Services; and any On-Call Services must be authorized in writing by the County in a proper Project Agreement as laid out specifically in the RFP.** Further, as laid out in the RFP, the County may award multiple contracts under the RFP and may use other contractors or persons of any kind for any On-Call Services.

PROJECT AGREEMENT NO. 1

The County wishes to issue its first Project Agreement under this Contract. For the Zion Crossroads Water and Sewer Line Project (the “Water Project”) the County will be proceeding under Virginia Code 25.1-100 *et seq.* in acquiring three (3) utility lot parcels in fee for public use to construct portions of the Water Project (more specifically described in the RFP). Attached hereto as **Exhibit 4** are the draft proposed plans for the Water Project which show the utility lot parcels for the “Proposed Water Storage Tank Site” and the “Proposed Wastewater Pump Station”. The County requests and the Contractor agrees to provide formal appraisal services (being specifically described in Section 3(C) of the RFP) defined as **Partial Appraisal **AA**

Report in the Revised Fee Proposal and including some hourly services for project management and project reports as well (for the following described parcels):

- 1) That approximately $\frac{1}{4}$ acre portion of Fluvanna County Tax Map Parcel 5 A 52 (Current Owner: Glass, R S, approximately 14.7 acres total, more or less) shown on page 1 of Exhibit 4 as the portion of the “Proposed Water Storage Tank Site” colored in orange and labeled as “Glass Fee Simple”;
- 2) That $\frac{1}{3}$ acre portion of Fluvanna County Tax Map Parcel 5 7 9 (Current Owner: B Properties II LLC, approximately 19.5 acres total, more or less) page 1 of Exhibit 4 as the portion of the “Proposed Water Storage Tank Site” colored in yellow and labeled as “B Properties Fee Simple”; and
- 3) That $\frac{1}{2}$ acre portion of Fluvanna County Tax Map Parcel 5 A 55X (Current Owner: Macon Properties, LLC, approximately 5.789 acres total, more or less) shown on page 2 of Exhibit 4 as “Proposed Waste Water Pump Station Site”.

Collectively the above-described services are hereinafter referred to as “Project Agreement No. 1 Appraisal Services”. The County and Contractor understand that the Contractor is to begin preliminary work on the Project Agreement No. 1 Appraisal Services, however the work cannot be completed until the final plans for the Water Line with all required approvals have been obtained (“Final Plans”). The County and Contractor agree that plans attached as Exhibit 4 are subject to modification which will not affect the pricing hereunder for the Project Agreement No. 1 Appraisal Services. The County agrees to provide the Final Plans to Contractor when available. The Contractor agrees that the Project No. 1 Appraisal Services will be complete and all work related to the same compiled and presented to the County, including all deliverables, within fourteen (14) days of the County’s sending the Final Plans to the Contractor.

The County also desires that the Contractor begin discussions with the Commonwealth of Virginia, Department of Corrections, (the “Commonwealth”) regarding those easements required for the Water Line on portions of Fluvanna County Tax Map Parcel 4 A 97 owned by the Commonwealth (the “Easement Discussion Services”). Relevant to the Easement Discussion Services attached as **Exhibit 5** is a Memorandum of Agreement between the County and Commonwealth dated October 16, 2013 regarding the County’s purchase of water from the Commonwealth; and attached as **Exhibit 6** is a Memorandum of Agreement for Treatment of Wastewater between the County and Commonwealth dated October 16, 2013. The Contractor agrees as a part of the Easement Discussion Services to: (i) contact the Commonwealth regarding the appropriate process for acquiring said easements; (ii) contact the Commonwealth regarding the appropriate persons, applications, requirements, and forms, if any, to move forward on acquiring the easements; (iii) present the easements in “draft” plans when provided to Contractor by the County and present the Final Design to the Commonwealth as a part of said discussions; and (iv) work with the Commonwealth on coming to an agreement which would allow the County to acquire the necessary easements for the Water Line as shown in the Final Plans. The County and Contractor agree that any draft plans are subject to modification. The County agrees to provide the Final Plans to Contractor when available. Notwithstanding the foregoing, the Contractor cannot bind the County and any agreement with the Commonwealth is subject to approval of the County in writing.

Together the Project Agreement No. 1 Appraisal Services and the Easement Discussion Services are referred to as the “Project Agreement No. 1 Services”.

The fees for the Project Agreement No. 1 Services are detailed in the “Right of Way Scope of Services and Fee Proposal Parcel Breakdown” attached hereto as **Exhibit 7** and incorporated herein by reference as a material part of this Contract.

Contractor shall also provide the Project Agreement No. 1 Services so as to meet or exceed the requirements of: (i) the RFP (with specific reference to Section 3 of the RFP); and (ii) the Proposal. The Project Agreement No. 1 Services includes any and all labor, services, work, materials and other provisions related thereto and all requirements of the RFP and Proposal related or applicable. The Project Agreement No. 1 Appraisal Services requirements and details are more specifically laid out in Article 3, Section C and D of the RFP.

Collectively the On-Call Services and the Project Agreement No. 1 Services shall be referred to as the “Services”. The Contractor is required to perform the all Services and work in a good and workmanlike manner of the highest professional standards so as would pass without exception in the industry and so as to meet or exceed all of the requirements of the RFP, Proposal and this Contract. Time is of the essence for all services and work to be provided under this Contract.

3. OTHER REQUIREMENTS: In performing any Services under this Contract, in addition to all other requirements heretofore noted, the Contractor further agrees that:

- i. Contractor shall comply with applicable local, state and federal requirements while performing work;
- ii. Contractor shall assure that all employees who will be performing the Services receive any required training necessary to perform the work and, if applicable, have any licensures, certifications or other prerequisite necessary or appropriate for completing the Services. The County reserves the right to review any Contractor training, licensure, or certification documentation upon request.
- iii. Contractor shall meet or exceed all Insurance Requirements of the RFP for the entire Term of this Contract, to include all renewals.

4. PROJECT AGREEMENTS FOR ON-CALL SERVICES: In addition to the requirements relating to estimates for On-Call Services and Project Agreements under the RFP (including, but not limited to, Article 3(B)(viii) of the RFP) the following additional provisions shall apply:

- i) The Project Agreement must be signed by an authorized representative of the County to be valid and binding on the County;
- ii) The Contractor shall have no claim for compensation greater than the approved amount in the Project Agreement;
- iii) The Contractor agrees that it is willing and able during the Contract term to provide Services on an “as needed” basis during the Contract term. The work may include, but is not limited to, formal appraisal services, valuation services, expert witness

services, and related or similar services as more specifically described in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the task or particular project will be set forth in a Project Agreement between the County and Contractor.

- iv) Each project will be negotiated at a lump sum amount or based on hourly rates (subject to not to exceed amounts if so indicated in a Project Agreement) consistent with the Revised Fee Schedule.
- v) Project Agreements shall be entered into for each project or group of projects hereunder, specifying additional contract terms applicable to the individual project, including but not limited to the following: (i) detailed scope of work for the project; (ii) pricing of the project; (iii) billing schedule for the project (whether periodic or on completed project basis); (iv) timing requirements for project performance; (v) identification of the County's project manager for the project, to whom invoices and other contacts regarding the specific project shall be directed.

5. **TERM OF CONTRACT:** The initial term of this Contract for On-Call Services shall be one (1) year beginning on the date the County executes this Agreement. This Agreement may then be renewed at the County's option for four (4) additional one (1) year terms. Said renewal shall be automatic each year. Should the County desire not to automatically renew the Contract, then the County shall send the Contractor written notice of nonrenewal at least thirty (30) days' prior to termination of the current term. Term shall be defined to include the initial term and any renewals thereof until this Contract has ended by its terms or has been terminated. Notwithstanding any other provision of this Contract, the County is not required to purchase any On-Call Services from Contractor and the County may choose to purchase On-Call Services or similar services from any other person or entity at any time for any reason.

6. **PROJECT AGREEMENT NO. 1 SERVICES DEADLINE:** Notwithstanding any other provision of this Contract or any attachment hereto, the Project Agreement No. 1 Appraisal Services must be completed consistent with the terms of this Contract and to the sole reasonable satisfaction of the County within fourteen (14) days from the date the County sends the Contractor the Final Plans (the "Deadline"); **time being of the essence.** If the Project Agreement No. 1 Services are not complete by the Deadline the Contractor shall be material breach of this Contract and shall be in default hereunder. The provisions of Section 51 of the General Terms (as defined in Section 13 below) shall apply to such default by the Contractor.

7. **ONE TIME COSTS OF PROJECT AGREEMENT NO. 1 APPRAISAL SERVICES:**

Consistent with Exhibit 7, the County will pay the Contractor a not to exceed amount of TWO THOUSAND EIGHT HUNDRED FIFTY-SEVEN AND 50/100 (\$2,857.50) per utility lot, being a not to exceed total of EIGHT THOUSAND FIVE HUNDRED SEVENTY-TWO AND 50/100 (\$8,572.50) for all of the Project Agreement No. 1 Appraisal Services. The not to exceed total includes a flat fee of \$2,500 per utility lot for the Partial Appraisal **AA Report services being \$7,500.00 total for all three utility lots, and an additional 6 hours total of Project Management services billed at a rate of \$130.00 per hour and an additional 4.5 hours of Right of Way Tech services billed at a rate of \$65.00 per hour. Notwithstanding the foregoing, for hourly services the Contractor must keep strict track of all hours work and shall only bill for actual hours worked (work on the Partial Appraisal **AA Report services shall not count toward the

billable hours worked since that portion of the work is being done at a flat rate of \$2,500 per utility lot). Contractor shall complete all work on the Project Agreement No. 1 Appraisal Services for the not too exceed total even if additional hourly work is required. Notwithstanding provisions to the contrary in the Proposal, all such payments shall be made in accordance with this paragraph and Section 47 "Payment" of the General Terms, defined below, and in no event shall Contractor be paid prior to the Completion Date, as defined below in Section IV. The date that all Project Agreement No. 1 Appraisal Services are fully functional, installed, and in compliance with this Contract, the RFP and the Proposal to the satisfaction of the County is the **"Completion Date"**.

8. **COST OF EASEMENT DISCUSSION SERVICES AND PRICING FOR ON-CALL SERVICES:**

Consistent with Exhibit 7 The County will pay the Contractor a flat fee of SIX HUNDRED FIFTY AND NO/100 (\$650.00) for the Easement Discussion Services. Any payments shall be made in accordance with this Section and Section 47 "Payment" of the General Terms, defined below in Section 13, and in no event shall Contractor be paid prior to the Completion Date of Easement Discussion Services. The date that all services and work related to or necessary for completion of the Easement Discussion Services are finished, complete and finally prepared in full compliance with this Contract, to the sole satisfaction of the County is the **"Completion Date of the Easement Discussion Services"**.

Except as specifically modified by this Contract, the County shall pay the Contractor for all On-Call Services based on the Revised Fee Schedule and as set forth in each Project Agreement.

All hourly Services work shall be billable to the County in increments of a quarter of an hour or less if that is the standard practice of Contractor. The minimum charge shall be a quarter of an hour or less if that is the standard practice of the Contractor. Pursuant to the RFP, the Contractor cannot charge for administrative costs, copies, printing, travel time, lunch or other non-working time.

Should any Services include reimbursable expenses approved by the County in advance in a Project Agreement, such shall be invoiced at cost without mark-up of any kind.

Any payments shall be made in accordance with this Section and Section 47 "Payment" of the General Terms, defined below in Section 13, and in no event shall Contractor be paid prior to the On-Call Completion Date of any one project under a Project Agreement. The date that all Services and work related to or necessary for completion of any On-Call Services task under any one Project Agreement is finished, complete and finally prepared in full compliance with this Contract, to the sole satisfaction of the County is the **"On -Call Completion Date"**.

Notwithstanding any of the foregoing, the cost of any Services under a Project Agreement shall not exceed any not to exceed amount set out in such Project Agreement. The Contractor agrees to complete the Services under any Project Agreement with a not to exceed cost for the not to exceed amount set out therein.

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

ATTN: Ms. Cyndi Toler
County of Fluvanna
P.O. Box 540
Palmyra, VA 22963
Telephone: (434) 591-1930
Facsimile: (434) 591-1911
Email: ctoler@fluvanna.org

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

Contractor:
ATTN: G. Lee Cooper, Project Manager
Bowman Consulting Group, Ltd.
3951 Westerre Parkway
Suite 150
Richmond, VA 23233

10. ADDITIONAL TERMS:

The County of Fluvanna General Terms, Conditions and Instructions to Bidders and Contractors (the "General Terms") are attached to the RFP and incorporated herein by reference and made a material part of this Contract. Where any of the provisions of this Contract, the General Terms, RFP or Proposal directly conflicts with the other, the following shall be the order of preference: (1) Contract; (2) Proposal; (3) RFP; (4) General Terms. With (1) controlling over (2), (3) and (4); (2) controlling over (3) and (4); and so forth. When ever possible this Contract, the General terms, RFP and Proposal shall be read together.

The parties hereto understand and agree that nothing herein shall obligate the County to purchase any Services from the Contractor and that the County may have similar contracts for on-call services with other contractors and may purchase services from other contractors and sources. During the Term, the Contractor agrees to provide any Services requested of it under a Project Agreement issued by the County.

[Signature page to follow.]

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

Contractor:
Bowman Consulting Group, Ltd.

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

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

Name: _____ Name: _____

Title: _____ Title: _____

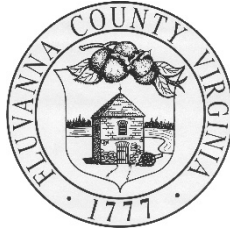
APPROVED AS TO FORM:

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

DRAFT

Exhibit 1
RFP

DRAFT



**COUNTY OF FLUVANNA, VIRGINIA
Request for Proposals (RFP) #2018-03
APPRAISAL SERVICES**

Issue Date: January 23, 2018

Due Date: February 6, 2018 at 2 p.m. EST

Procurement Contact:

County of Fluvanna
Cyndi Toler, Purchasing Officer
132 Main Street
P.O. Box 540
Palmyra, VA 22963
Ph: (434) 591-1930 ext. 1124
Email: ctoler@fluvannacounty.org

All sealed proposals shall be turned in no later 2:00 p.m. EST, Tuesday, February 6, 2018. All Proposals that are delivered via mail or are hand delivered must be addressed to the "Procurement Contact" listed above. Any Proposals that are turned in late will be rejected and returned unopened. Any Proposals sent in via facsimile, telephone, or email shall not be considered.

Proposal documents may be picked up at the Fluvanna County Department of Finance located at 132 Main Street, 2nd floor, Palmyra, VA 22963 or by clicking on the following link: <http://www.fluvannacounty.org/services/finance/procurement/solicitations>.

1. PURPOSE

- A. The Fluvanna County Board of Supervisors is requesting sealed proposals from qualified appraisers ("Appraiser" also referred to herein as "Offeror" or "Consultant") to perform appraisal and other related services relating to the Zion Crossroad Water and Sewer Line Project and other as-needed appraisal services for real properties located in or near Fluvanna County. Offerors shall have the necessary licensure and expertise in the field of property appraisal, for commercial and residential properties, and for fee simple and easement acquisition, and for eminent domain appraisals.
- B. The purpose of this Request for Proposal ("RFP") is to solicit sealed proposals to establish a contract through competitive negotiations with one (1) or more qualified firm(s) specializing in the appraisal of both commercial and residential real estate in Fluvanna County and its surrounding areas and to perform real estate appraisals and other-related services on an as-needed basis for the County of Fluvanna, Virginia, (the "County"). The primary need for valuations (some not requiring formal appraisals) and appraisals is related to land acquisition (including easements), however valuations and appraisals for other reasons may also be conducted under the resulting contract. The successful firm(s) shall provide all labor,

supervision, and materials required to perform the appraisal work. In addition, the successful firm(s) shall provide expert witness and other consulting work as it relates to real estate appraisal services, as needed. The County intends to award a one (1) year contract with up to four (4) additional one (1) year renewal periods. The County may award contracts to more than one offeror for these services or may choose to award one contract. Offerors may submit proposals for residential appraisal services and/or commercial appraisal services. The number of offeror(s) awarded will depend on the quality and quantity of proposals received.

- C. When any such appraisal services relate to eminent domain by the County or another state agency the Consultant shall proceed in strict conformance with Virginia Code 25.1-100 et seq. and all real property shall be valued at its fair market value in money. All services shall be provided in accordance with the specifications contained herein and attached hereto.

2. BACKGROUND

- A. The County of Fluvanna is located in the central Piedmont region of Virginia, approximately one hundred eighteen miles (118) miles southwest of Washington, DC, and sixty-five (65) miles west of Richmond, Virginia. The County encompasses a land area of approximately 290 square miles, with an estimated 2012 population of 25,967. Fluvanna County is surrounded by several other local jurisdictions including the Counties of Albemarle, Louisa, Buckingham, Cumberland, and Goochland.
- B. The County is proceeding with work on the Zion Crossroads Water and Sewer Line Project (the "Water Project") which will run generally along routes 250 and 15 and is more particularly described in that Scope of Work attached to the Contract between the County and Dewberry Engineers, Inc. under that RFP #2015-03, as amended. The Zion Crossroads Water and Sewer Line Project phase 1 generally includes the following work:
- a. Water System Components in Phase 1: (i) Approximately 21,000 linear feet (LF) of 12" water main along Route 250 and Route 15, to connect to the existing water system at the Fluvanna Correctional Center for Women, which is operated by the Virginia Department of Corrections (DOC), and dead ends at the end of Service Area 1-D. A connection to the Louisa County water system at Zion Crossroads will also be provided along this route. It is anticipated that the connection to Louisa County will consist of a vault housing a meter and control valve and be integrated into the SCADA system; (ii) One (1) 500,000-gallon elevated water storage tank at a location to be determined near the intersection of Route 250 and Route 15; and (iii) One (1) water booster station at a location to be determined to deliver water from the DOC water system to the new Zion Crossroads water system and elevated tank; and
 - b. Sewer System Components in Phase 1 1: (i) Approximately 23,000 linear feet (LF) of 10" sewer force main along Route 250 and Route 15, from the end of Service Area 1-D to the Wastewater Treatment Plant (WWTP) at the DOC Fluvanna Correctional Center for Women; and (ii) One (1) duplex submersible sewage pump station at a location to be determined near the intersection of Route 250 and Route 15 to pump sewage back to the DOC WWTP.

3. STATEMENT OF WORK AND QUALIFICATIONS

- A. Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.
- i. Offerors must have staff that has at least one of the following designations making them eligible to operate in the Commonwealth of Virginia: General Appraiser (MAI), Certified General Appraiser, Licensed Residential Appraiser, or an equivalent

certification/license. Offerors MUST provide copies of licenses/certifications with the Proposal.

- ii. Offerors not having certified staff will not be considered for this RFP.
- B. All Offerors must be able to meet or exceed all the requirements contained herein and the County's General Terms Conditions and Instructions to Bidders and Contracts, attached hereto as Appendix I. All Offerors must be able to provide all of the following services from time to time as requested by the County (and the Offerors must be prepared to proceed with the Water Project Services immediately upon execution of a Contract with the County):
- i. The Consultant(s) shall provide real estate appraisal services on an as needed basis throughout the Contract period.
 - ii. The Consultant(s) shall provide a cost estimate for the requested appraisal report based on contracted rates within two (2) business days after a request from the County.
 - iii. The Consultant(s) shall disclose any potential conflict of interest that it may have prior to commencing any appraisal services or at the time of submitting its response to this Proposal if any conflict is known or anticipated.
 - iv. The Consultant(s) shall conduct all appraisals based on the guidelines described herein and consistent with any requirements of Applicable Law. Applicable Law means any applicable federal, state, or local laws, statutes, ordinances, rules, regulations or guidelines
 - v. The Consultant(s) shall submit an invoice for each as-needed appraisal or other service conducted consistent with this RFP.
 - vi. The Consultant(s) shall deliver any appraisals or other as-needed service within twenty-one (21) calendar days of request for the same by the County unless specifically agreed to otherwise in writing by the County.
 - vii. The Consultant(s) shall also provide as needed real estate appraisal consulting services to the County at hourly rates set forth in any Contract between the parties (and subject to not-to-exceed limitations if specifically set forth in any task-order, Project Agreement, or amendment).
 - viii. All task-order based services provided by the Consultant under any Contract resulting from this RFP must be set forth in a written Project Agreement signed by both parties setting forth at minimum the services to be completed, the cost of such services (or the hourly rate with an estimated number of hours for completion and subject to a not to exceed price if so indicated in the Project Agreement), and the timeline for completion. All work and services provided under a Project Agreement must meet or exceed all requirements set forth in this RFP including the exhibit(s) and the Offeror's Response.
- C. Formal Appraisal Services: When the County requests a formal appraisal (Phase I formal appraisal services are required for any eminent domain acquisition where the property or interest therein being acquired is estimated to have a value of \$25,000.00 or more) the Consultant agrees to perform the following labor, work and services and to produce the deliverables specified herein:
- i. PHASE I – Requirements of the formal appraisal. The appraiser agrees to provide a written summary appraisal report of its findings and conclusions. The written report must comply with the Uniform Standards of Professional Appraisal Practice (USPAP) and with Applicable Law. This appraisal will be the value of the land acquired and/or damages, if any, used in the bona fide offer to the landowner under Virginia Code 25.1-100 et seq. The estimate for these services will be included in the appraiser's response to this RFP. Phase 1 must include at minimum:
 - 1. SITE VISIT AND PROPERTY VIEWING. The appraiser will personally complete an exterior view of the captioned property, and if allowed, complete and

verify the measurements of all improvements. If allowed (and necessary), the appraiser will complete an interior viewing of improvements. The appraiser agrees to comply with any requirements of Applicable Law, including without limitation any notice requirements to the owner(s) of property, prior to entering upon any property for purposes of conducting any appraisal or other services pursuant to any Contract awarded under this RFP consistent with Applicable Law and USPAP.

2. **EVALUATING THE PROPERTY, THE ACQUISITION, AND ANY DAMAGES AND/OR ENHANCEMENTS.** The appraiser will review the project and plan sheets specific to the property and gain a thorough understanding about the property in the "before" situation without considering any project influence. If a partial acquisition (including acquisition of an easement) is being made, the appraiser will evaluate the impact of the acquisition on the remaining property and also any existing easement(s). In addition, the appraiser will evaluate the effects of the project improvements on the remaining property. If the appraiser cites damages to the remaining property that result from the project, they should contact the County Attorney's Office to ensure that the damages identified are compensable by law. Any enhancements to the remaining property, irrespective of whether or not damages may be present, should be identified and evaluated.
3. **VALUATION APPROACHES.** The appraiser will use all valuation approaches required by Applicable Law to provide a reliable and credible estimate of value. If the appraiser excludes any approach to value, they will state which approach was excluded and explain why it was excluded. It should be noted that when completing the income approach a discounted cash flow analysis should not be relied upon. However, it may be used as a test of reasonableness when determining the property value when using the income approach. The capitalization rate selected should be supported and explained. Cost estimate sources should be cited and whenever practical and possible, estimates from Consultants and/or developers should be considered.
4. **MARKET ANALYSIS AND HIGHEST AND BEST USE.**
 - a. The appraiser is expected to complete a market analysis that examines the supply and demand of properties that have the same highest and best use as the subject property. The appraiser is expected to fully develop and report on the properties highest and best use including providing relevant information with respect to soil conditions and/or any physical limitations that may impede site development. If the appraiser requires additional expertise (e.g. engineers, land planners, etc.), the appraiser will make a request to the County.
 - b. If and as required by Applicable Law, the appraiser should fully develop and explain potential uses that are legally permissible and comment upon their financial feasibility prior to concluding which use is maximally productive for the site as if vacant and available for its highest and best use. If the appraiser concludes that the site should be held for future development, the appraiser is expected to estimate the amount of holding time anticipated before the property can be developed to its highest and best use.
5. **RESEARCH.** The appraiser is expected to conduct an exterior inspection of all comparables used to derive a value estimate and, if possible and

necessary, also conduct an interior inspection. Whenever possible, the appraiser will verify all comparables with a party to the transaction. Alternatively, the appraiser may state secondary sources of verification if a party to the transaction will not comment or is otherwise unavailable. The appraiser will list all resources used to find and evaluate sales comparables, if applicable lease/rent comparables, if applicable direct capitalization rates, if applicable support cost estimates and if applicable interview and/or survey market participants.

6. ADJUSTMENTS. When completing quantitative, or qualitative, adjustments the appraiser will explain and provide a basis for making the adjustment. Adjustments may be made for factors such as existing easements, rights of way or other matters affecting the use or value of the property proper for consideration under Applicable Law.
7. DEFINITION OF MARKET VALUE. Unless otherwise instructed by the County in writing, the appraiser will use the following definition of Market Value:
 - a. The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress (The Appraisal of Real Estate 13th Edition); and
 - b. The price which one, under no compulsion, is willing to take for property which he has for sale, and for which another, under no compulsion being desirous and able to buy, is willing to pay for the article. *l'albot vs. Norfolk 158 Va. 387, 163 S.E. 100 (1932)*.
 - c. "Market Value" and Fair Market Value are synonymous as used herein.
8. DATE OF VALUATION. For the initial appraisal to be made with the offer, it shall be within 21 days of request for a formal Appraisal by the County made to the Consultant under a Contract resulting from this RFP. For post-certificate cases, if necessary and requested by the County, it shall be the date of the certificate of take.
9. HYPOTHETICAL CONDITIONS and EXTRAORDINARY ASSUMPTIONS. When estimating the "after value" it is assumed that the project is completed as of the effective date of the appraisal. If the appraiser uses any other hypothetical condition or extraordinary assumption, it will be clearly defined within the appraisal report and should be approved in advance by the County Attorney.
 - ii. PHASE II. Only if requested by the County, the Consultant will provide an updated appraisal based on the date of the take, which is generally the date the certificate of take is filed. The appraiser agrees to provide a written summary appraisal report of its findings and conclusions similar to that provided pursuant to Phase I. The Offerors should provide a flat rate or an hourly rate for such services in their Response. At the time these services are requested, the appraiser will provide the County with its **estimated time** for completion of these services, if the services are billed hourly. A Project Agreement for such services may include a not-to-exceed cost.
 - iii. PHASE III. Only if requested by the County, he Appraiser agrees to provide litigation support services as an expert appraiser witness. The scope of service requested may include testifying at trial as an expert appraiser witness, testifying as a rebuttal

witness and providing technical support with evaluating opposing counsel's expert appraiser witness work product (e.g. responses to interrogatories, depositions, and written appraisal reports and with evaluating their testimony at trial). The appraiser will provide the County with its **hourly rate** for these services, which are as-needed.

- D. **Water Project Services.** The County requires certain specific eminent domain services related to acquisitions for the Zion Crossroads Water and sewer Line Project (the "Water Project"). The County will require the Consultant examine the properties and portions thereof including easements over property which will be acquired by the County for the Water Project. The County will provide the Consultant with a plat of the affected properties and the property, portions of property or locations of easements to be acquired. The County anticipates it will acquire in fee only a few properties for the Water Project. The County anticipates it will need to acquire easements (permanent and/or temporary construction) over approximately 50-100 properties as a part of the Water Project. The County will require formal appraisals (as described herein) for any property acquisition estimated to be valued at \$25,000.00 or more. The County will require consultation and assistance with valuations (without formal appraisal) for all properties, portions thereof, of easements to be acquired where the value of the property or interest therein to be acquired is less than \$25,000.00 including confirmation that the estimated value is less than \$25,000.00. Such services may include review of assessments, valuations, and offer letters. Offerors shall provide the County with an hourly rate or per property fee associated with the valuations related to the Water Project not requiring a formal appraisal. The County may determine that a formal appraisal is necessary for any taking with an estimated value at less than \$25,000.00 and the Offeror should be prepared to provide such services at the rate set forth for a formal appraisal in Section C above. All reports, documents, consultations and work provided by the Consultant to the County under any Contract resulting from this RFP relating to the Water Project shall be confidential and may be disclosed only by the County unless otherwise required by Applicable Law. It is not contemplated that the Consultant will (i) draft any purchase offer letters, or (ii) engage in any negotiations or communicate directly with any property owner related to the Water Project. However, the Consultant should include its flat or hourly fees for such work in any Response to this RFP. It is contemplated the Consultant might be asked to review a draft purchase offer letter or advise the County with respect to negotiations with a property owner relating to acquisitions for the Water Project. If expert witness services for any judicial or other proceeding are needed by the County with respect to any acquisitions relating to the Water Project, the Consultant should be prepared to provide such services at hourly rates set forth in a Contract under this RFP.
- E. **General Requirements** for all services, labor and work provided by Consultant under this RFP include the following:
- i. The County is seeking the services of a fully qualified and experienced appraisal firm to provide general as-need appraisal services and those specific services relating the Water Project. The successful Offeror shall demonstrate a knowledge of Fluvanna County, shall have proven experience in the evaluation of residential, rural, and other properties like those located in the County, and shall demonstrate knowledge of property values in the surrounding areas. The intent of these specifications is to have appraisals at its fair market value in money as required by Applicable Law.
 - ii. All appraisal work, included any work related to eminent domain, shall be conducted in a manner consistent with accordance with Applicable Law. Appraisals shall be complete, uniform and at the fair market value for the property, portion of property or easement being acquired.

- iii. **APPLICABLE REQUIREMENTS.** All services of Consultant hereunder, including without limitation any appraisal and any appraisal report submitted to the County, will comply with:
 - 1. USPAP;
 - 2. The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute if the Appraiser is a Member of the Appraisal Institute;
 - 3. The Virginia Department of Transportation Manual of Instructions for Appraisals, when applicable; and
 - 4. If the Appraiser is a Member of the Appraisal Institute, they must comply with the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice.
 - iv. **CONFIDENTIALITY.** Appraiser shall not provide any documentation, including without limitation a copy of any Appraisal Report, to, or disclose the results of the appraisal or other work prepared in accordance with any Contract resulting from this RFP with, any party other than the County and the County Attorney, unless the County authorizes the same in writing unless required by Applicable Law.
 - v. **General Requirements:** The Consultant(s) shall provide the County with three (3) copies of any reports and any final appraisal report. Any documentation prepared by Consultant under this any Contract resulting from this RFP including any appraisal report shall become the exclusive property of the County. Cost for delivery/shipping any documents or reports shall be included in the quoted rates. All reports shall also be provided in pdf or commonly used electronic format. All documentation supporting the appraisal process shall be included in the Reports.
 - vi. Where the County is proceeding with eminent domain of property pursuant to Virginia Code Section 25.1-100 et. seq., the Consultant must comply with all Applicable law, including without limitation, that for any acquisition where the value of the property to be acquired is estimated to be worth more than \$25,000.00 a formal appraisal shall be conducted, as described herein. Under this contract, the Offeror is responsible for advising the County as to the current market value of each item of property being valued or formally appraised.
 - vii. All documentation, reports and other work product of the Consultant completed under any contract resulting from this RFP shall be the property of the County.
 - viii. For all services performed under a Contract resulting from this RFP the Consultant shall be generally available to the County staff for questions and consultation and may be required to meet with such staff from time to time as such is necessary or expeditious for the services.
- F. **Use of County Records and Maps.** Subject to schedules and procedures approved by the BOS, all maps, tax records, data and information in the possession of the Commissioner of the Revenue and GIS, pertaining to properties covered by these specifications will be made available to the Offeror.
- G. **Offeror Personnel**
- i. The Offeror must employ enough qualified and experienced employees to perform the work expeditiously on a timely and controlled basis.
 - ii. The Offeror shall use, on the job, competent employees of good character and of adequate numbers to expeditiously perform the work required.
 - iii. The Offeror's staff shall at all times be expected to display courtesy and professionalism in dealing with citizens, County staff, and members of the County Board.
 - iv. No employee of the Offeror is to be deemed an employee or agent of the County and is not entitled to any benefits from the County.

H. Vehicles

- i. The Offeror shall furnish all vehicles used by the personnel of the Offeror in performance of duties herein described. The Offeror must ensure that all Offeror staff conducting County business have a valid driver's license and that all vehicles used for the purposes of this project are at least covered with valid liability auto insurance.
- ii. Vehicles must be identifiable by signs located on each side or in the front and back windows of said vehicle indicating the Offeror's business name.

I. Employees.

- i. The Offeror shall furnish to the County a list of Offeror employees who will be providing services related to this RFP. For good cause, the County will have the right to request the Offeror to remove any employee from work relating to this RFP.
- ii. **Project Manager.** The Offeror will designate a Project Manager who will be the main point of contact for the County for services under any Contract resulting from this Contract. The Project Manager shall be considered Key Personnel under the County's General Terms, Conditions and Instructions to Bidders and Contractors.

J. Court Support. The Offeror shall provide qualified appraisers to assist and/or serve as expert witness(es) for the County in the event of judicial proceedings resulting from any services provided under this Contract if so requested by the County at hourly rates set forth in the Contract.

K. Public Relations - The Offeror and employees shall endeavor to promote friendly relations with taxpayers and the public.

4. PROPOSAL PREPARATION & SUBMISSION REQUIREMENTS**A. General Requirements**

- i. RFP Response. In order to be considered for selection, Offerors must submit a complete response to the RFP. One (1) original and three (3) copies of each proposal, along with one (1) electronic copy of its proposal on CD ROM, DVD, or USB flash drive/memory stick, must be submitted to the Issuing Department as stated on page one (1) of this Request for Proposal. The Offeror shall make no other distribution of the proposal.
- ii. An authorized representative of the Offeror shall sign proposal. All information requested should be submitted. Failure to submit all information requested may result in the Issuing Department requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking key information may be rejected by the Owner. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- iii. 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.
- iv. 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 section of 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 should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate

place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information that it considers pertinent to its qualifications for the project and which respond to the Statement of Needs described.

- v. Each copy of the proposal should be bound or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume.
- vi. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP will belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342(D) of the Code of Virginia specifically and in accordance with applicable law at the time the data or other material is submitted. The County reserves the right to ask for additional clarification prior to establishing protection.
- vii. The County will not be responsible for any expenses incurred by the Offeror in preparing and submitting a proposal.
- viii. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only, and does not include negotiation unless specified by the County. The Issuing Department will schedule the time and location of these presentations. Oral presentations are an option that may or may not be utilized.
- ix. All proposals shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in paragraph 64 of the General Conditions and Instructions to Bidders/Offerors. Use the form on page 47 to provide your State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at (804) 371-9733 or at www.scc.virginia.gov/default.aspx. Failure to include this form with your proposal submission may result in rejection of your proposal.

5. SPECIFIC PROPOSAL REQUIREMENTS

- A. Proposals should be as thorough and detailed as possible so that the Owner may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:
 - i. Certification**
 - 1. Certification page and the return of this completed RFP inclusive of all required forms and any Addenda, signed and completed.
 - ii. Organization Chart**
 - 1. Organization chart depicting key personnel proposed for the contract by assigned area(s) of responsibility, resumes, corporate affiliation and job title. Include the name, qualifications, resumes and experience of the Project Manager proposed to handle this project. Include the same for additional personnel who may handle other aspects of the appraisal related services.
 - iii. Approach to Completion**

1. A written narrative detailing the approach to completing the general as needed services and also specific to the Water Project related appraisal services. The Offeror shall outline all additional responsibilities it expects the County to assume related to the Water Project or other as-needed services, if any.

iv. Timeline

1. Offerors must be able to meet the 21-day turn-around for a formal appraisal or indicate specifically a deviation therefrom.
2. Estimated timelines or not to exceed times for other as-needed services should be included.

v. Fee Proposal

1. Offers shall include hourly, flat rate or other fixed fees for the various services described herein, as applicable based on the specific services. The County requests that formal appraisal services be in the form of firm, fixed prices per parcel for every acquisition to remain in effect throughout the period of the contract. The firm fixed price can vary based upon the type of appraisal being provided (for example residential vs. commercial, or whole property/partial property or easement acquisition). The price list shall be broad and inclusive. Any other services shall be by hourly rates set forth specifically in the Contract.
2. Any travel expenses of any kind must be specific identified in the fee proposal.
3. No administrative fees of any kind for clerical, copying or related work may be charged.
4. In the event that any services or Project Agreement under the contract resulting from this RFP should require the purchase of any materials or equipment, such shall be at cost without mark-up of any kind.

vi. References

1. Offeror shall include a list of a minimum of three references, for similar services only, who could attest to the Offeror's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, addresses, email addresses, contact persons, and phone numbers of all references. Offerors shall list as references all public bodies or state agencies of the Commonwealth of Virginia, including all departments or agencies thereof, including a point of contact, a summary of the work provided for such public body and the timeframe such services were rendered.

vii. Forms:

1. All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.
 - a. Certificate of No Collusion
 - b. Offeror Statement
 - c. Proof of Authority to Transact Business in Virginia
 - d. Vendor Data Sheet
- viii. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.

6. EVALUATION CRITERIA

- A. An Evaluation Committee will evaluate the proposals using the following criteria.
 - i. 15% - Proven experience in providing similar reassessment services for other localities of similar size, scope, and complexity.

- ii. 15% - Resumes, professional experience, and professional licensure of principal(s), project manager(s), and professional staff who will be working for Offeror in the provision of said services. Special attention shall be given as to the qualifications of the person Offeror proposes for appointment as the Professional Assessor for the County.
- iii. 25% - Expertise, qualifications, and experience of the Offeror in providing and conducting reassessment services relevant to the County's requirements, to include qualifications of proposed staff.
- iv. 15% - Approach to completing the services.
- v. 10% - Proposed schedule for completion of all tasks outlined herein and ability to meet the Water Project deadlines.
- vi. 20% - Pricing and payment terms/structure

7. ADDITIONAL INFORMATION

- A. Any inquiries or requests for clarification or additional information must be delivered in writing (via email) to the County no later than Friday, January 26, 2018 by 2:00pm to the Procurement contact above.
- B. All inquiries will be answered via an addendum, posted to eVA and the County website.

8. AWARD OF CONTRACT

- A. 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 evaluation criteria included in the Request for Proposals, including fees, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offeror(s) 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(s) which, in its opinion, has made the best proposal, and shall award the contract to those Offerors. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359(D), Code of Virginia). Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference as Appendix I. These provisions bind all Offerors. Further, the conditions and requirements of this RFP, including, but not limited to, County's General Terms, Conditions, and Instructions to Bidders and Contractors, are a material part of any contract awarded between the County and the successful Offeror(s).

Awards shall be made to as many Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County may award contracts to multiple Offerors and use their services for some or all of the services identified herein. The County may choose not to award a contract under this RFP.

Appendix I - 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 unorderd balances or additional quantities at Contract prices and in accordance with Contract terms.

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

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

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

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

reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

63. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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

65. CLAIMS PROCEDURE:

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

- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

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

DELIVERY

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

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

may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.

- 69. INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
- 70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.
- 74. PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- a. Purchase Order Number;

- b. Name of Article and Stock Number;
- c. Quantity Ordered;
- d. Quantity Shipped;
- e. Quantity Back Ordered; and
- f. The Name of the Contractor.

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

75. ADDITIONAL CHARGES: No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.

76. METHOD AND CONTAINERS: Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

VENDOR DATA SHEET

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

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

2. Vendor's Primary Contact:

Name: _____ Phone: _____

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

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

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

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

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

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

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

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

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

Legal Name of Offeror/Bidder _____

Date _____

Authorized Signature _____

Print or Type Name and Title _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

CERTIFICATION OF NO COLLUSION

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

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

Respectfully submitted this _____ day of _____, 20_____.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____
By: _____ (SEAL)
Signature

Print Name: _____
Print Title: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

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

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

Signature (SEAL)

Print Name: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

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

_____ [SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

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

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____

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).

_____ [SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

_____ (SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

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

_____ [SEAL]

Notary Public

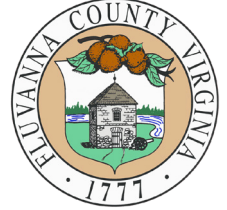
My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

DRAFT

**Exhibit 2
Proposal**

DRAFT



Response to Request for Proposals

County of Fluvanna, Virginia - Appraisal Services

RFP #2018-03

DRAFT

Submitted To:

County of Fluvanna
Cyndi Toler, Purchasing Officer
132 Main Street
P.O. Box 540
Palmyra, VA 22963

Submitted By:

Bowman Consulting Group, Ltd.
3951 Westerre Parkway
Suite 150
Richmond, VA 23233

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2. Proposal Requirements
 - i. Certification
 - ii. Organization Chart
 - iii. Approach to Completion
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 - vi. References
 - vii. Forms
3. Additional Information

DRAFT

DRAFT

Cover Letter

Ms. Cyndi Toler, Purchasing Office
132 Main Street
P.O. Box 540
Palmyra, VA 22963

**Re: County of Fluvanna, Virginia: Appraisal Services
RFP #2018-03**

Dear Ms. Toler,

Bowman Consulting ("BCG") is pleased to submit this Proposal to provide services for the above referenced Request for Proposals from the County of Fluvanna entitled County of Fluvanna, Virginia Appraisal Services. BCG fully comprehends the requirements of this RFP and is prepared to execute the requirements accordingly.

G. Lee Cooper, SR/WA, R/W-NAC, will be the Project Manager and primary contact for this contract. Mr. Cooper will ensure the compliances to this RFP are met. In addition, as Bowman's licensed real estate appraiser, Richard Stuchell will be the listed appraiser for this contract. Mr. Stuchell has specialized in the appraisal of Real Property since 2004. Additionally, he is qualified as an Expert Witness in matters pertaining to real estate, has served as an Appraiser for the Virginia Department of Transportation, and as Negotiator on numerous projects. Currently, Mr. Stuchell is listed on the appraiser fee panel for the Virginia Department of Transportation. In January 2017, the Governor of Virginia appointed Mr. Stuchell to be a member of the Real Estate Appraiser Board through the year 2020.

This RFP also lists a waterline and sewer line project which involves the services of appraisals and basic administrative reports. BCG has the experience and know how to complete this task in the timeframe indicated.

In addition to the above services Richard Stuchell, Certified General Appraiser with Bowman Consulting would provide condemnation support and testimony as need based on a per hour fee set by this submittal.

This proposal is based on the scope of services outlined in the RFP. If any additional services are required due to unforeseen circumstances and/or conditions, County of Fluvanna or regulatory requested revisions, additional meetings, regulatory changes, etc., BCG will notify the County that additional scope of work and fees are required and will obtain the County's written approval prior to proceeding with any additional work.

Sincerely,
BOWMAN CONSULTING GROUP, LTD.



G. Lee Cooper, SR/WA, R/W-NAC
Senior Project Manager

DRAFT

Proposal Requirements

DRAFT

i. Certification

1. Certification page and the return of this completed RFP inclusive of all required forms and any Addenda, signed and completed.

DRAFT

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

11-30-2018

NUMBER

4001011856

REAL ESTATE APPRAISER BOARD CERTIFIED GENERAL REAL ESTATE APPRAISER



RICHARD DAVID STUCHELL
10012 SHADOWRIDGE COURT
FREDERICKSBURG, VA 22407



James W. DeBoer
James W. DeBoer
Director

BOS 2018-02-21 p.80/331

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

COMMONWEALTH OF VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

04-30-2018

NUMBER

4004017034



REAL ESTATE APPRAISER BOARD
REAL ESTATE APPRAISER TRAINEE LICENSE

KAITLYNE OLIVIA COOPER
650A NELMS CIRCLE
FREDERICKSBURG, VA 22406



Jan W. DeBoer
Jan W. DeBoer, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)



COMMONWEALTH OF VIRGINIA

Department of Professional and Occupational Regulation

REAL ESTATE APPRAISER BOARD
REAL ESTATE APPRAISER TRAINEE LICENSE
NUMBER: 4004017034 EXPIRES: 04-30-2018

KAITLYNE OLIVIA COOPER
650A NELMS CIRCLE
FREDERICKSBURG, VA 22406



(FOLD)

DPOR-LIC (05/2015)
(DETACH HERE)

BOS 2018-02-21 p.81/331

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON

01-31-2018

NUMBER

0402043805

BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS
AND LANDSCAPE ARCHITECTS
PROFESSIONAL ENGINEER LICENSE



SPENCER MACKENZIE FRANCIS
BOWMAN CONSULTING GROUP
3951 WESTERRE PKWY
STE 150
RICHMOND, VA 23233

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

BOARD FOR APELSCIDLA
PROFESSIONAL ENGINEER LICENSE
NUMBER: 0402043805 EXPIRES: 01-31-2018

SPENCER MACKENZIE FRANCIS
BOWMAN CONSULTING GROUP
3951 WESTERRE PKWY
STE 150
RICHMOND, VA 23233



(FOLD)

James W. Tolson
James W. Tolson - Director

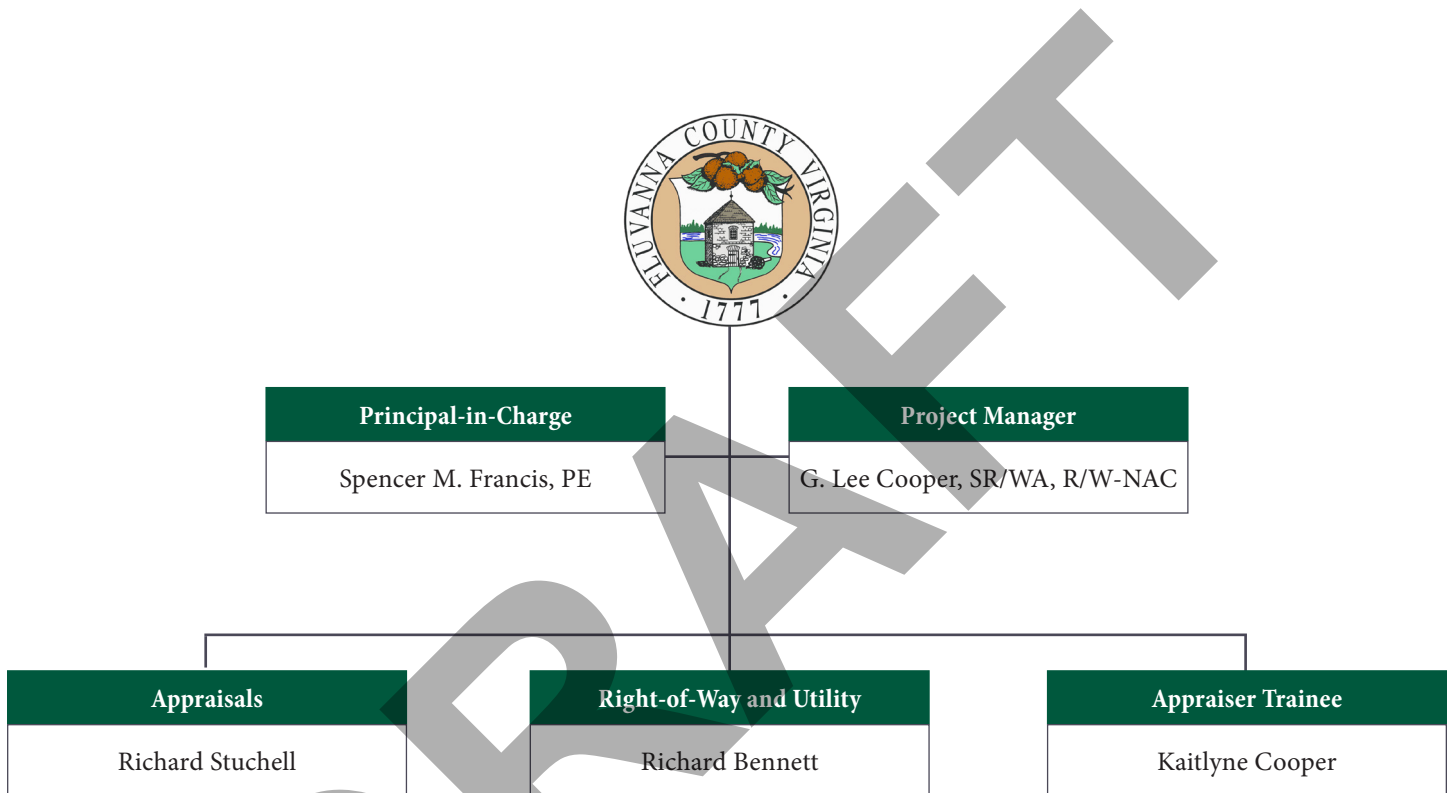
DPOR-LIC (05/2015)
(DETACH HERE)

BOS 2018-02-21 p.82/331

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ii. Organization Chart

1. Organization chart depicting key personnel proposed for the contract by assigned area(s) of responsibility, resumes, corporate affiliation and job title. Include the name, qualifications, resumes and experience of the Project Manager proposed to handle this project. Include the same for additional personnel who may handle other aspects of the appraisal related services.



Education

- B.S., Business Administration, Certificate, Real Estate, 2005

Registrations and Certificates

- SR/WA #5681, International Right of Way Association (IRWA)
- Virginia Notary Public
- R/W-NAC, Negotiation/Acquisition (IRWA)

Associations

- IRWA Member, Chapter 52, Past President

Mr. Cooper has over 20 years of experience in the industry including project management and negotiator involving easements and right of way for utility projects and road projects, Contract Administrator and Notary Public in Virginia. He is experienced in right of way acquisition, including reading and understanding project plans and providing correct information to property owners. He is also familiar with zoning issues as they relate to lot line adjustments and proffers. Other areas of expertise include extensive experience with utility easements and relocations.

Genito Road Right of Way Acquisition, Chesterfield County, VA

Provided turnkey right of way acquisition services on this 5 parcel project, a small but complex project. Project Manager, managed title searches, appraisals, negotiations including right of entries and closings. Project consisted of VDOT and FHA oversight.

Branders Bridge Road Project, Chesterfield County, VA

Project consisted of 16 parcels. Provided project management in the title searches, appraisals, negotiations, and closings.

Walton Park Sidewalk Project Right of Way Acquisition, Chesterfield County, VA

Provided right of way services including right of entries, and by preparing basic appraisal reports to base compensation. Managed the negotiations for 15 parcels and closings.

Rt. 10 Frith to Greenyard Road Project, Chesterfield County, VA

Provided right of way services including obtaining right of entries for 21 parcels consisting of both residential and commercial properties. Project Manager of title searches, appraisals, negotiations, and closings.

Happy Hill Road Project, Chesterfield County, VA

Provided turnkey right of way services including utility relocation on 5 parcels.

Newby's/Jacobs Road Project, Chesterfield County, VA

Provided project management consisting of title searches, appraisal review, utility relocation, negotiations and closings. Project consisted of 10 parcels.

Chalkley Wet Curve Road Project, Chesterfield County, VA

Provided right of way services consisting of title searches, negotiations, and closings on 9 parcels on this small but crucial road project. Managed the project to completion.

Otterdale Bridge Replacement Project, Chesterfield County, VA

Provided right of way services on this critical bridge replacement project involving 4 parcels. Project was small in scope but very fast track project. Managed title search process, appraisals, acquisitions and closings.

Woolridge Road Reservoir Project Right of Way Acquisition, Chesterfield, County, VA

Provided turnkey right of way acquisition services on this small but important county project. Managing title searches, appraisals, negotiations including right of entry, and closings on 9 parcels of land to relocate a bridge and causeway. The project is unique due to several parcels being either partially or fully under water.

Registration

- Certified General Real Estate Appraiser: Virginia, Maryland, West Virginia, South Carolina and Georgia
- State Licensed Real Estate Salesperson, Virginia

Appraisal Experience

- Specializing in Eminent Domain Appraisals since 2006
- Completed more than 250 Eminent Domain Appraisals
- Commercial - Offices, Shopping Centers, Retail & Service Stores, Gas Stations / Convenience Stores and Rural Properties
- Industrial -Warehousing and Manufacturing
- Residential - Apartments (garden & high rise), Duplex, Single Family & Subdivisions

Affiliations/Memberships

- Virginia State Real Estate Appraiser Board, Member through April 2020
- Spotsylvania County Board and Zoning Appeal, Current Appraiser Panels
- Prince William County Appraiser Panel
- City of Chesapeake Appraiser Panel
- Fairfax County Appraiser Panel
- VDOT

Appraisal Education

- Coursework, Allied Business Schools, Inc.
- Coursework & Seminars, The Real Estate Academy, Inc.
- FHWA-NHI Programs
- VDOT Specific Appraisal Seminars
- Coursework & Seminars, The Appraisal Institute

Mr. Stuchell has specialized in the appraisal of Real Property since 2004. Additionally, he is qualified as an Expert Witness in matters pertaining to real estate, has served as an Appraiser for the Virginia Department of Transportation, and as Negotiator on numerous projects. Currently, Mr. Stuchell is listed on the appraiser fee panel for the Virginia Department of Transportation. In January 2017, the Governor of Virginia appointed Mr. Stuchell to be a member of the Real Estate Appraiser Board through the year 2020.

Dominion Virginia Power Meadowbrook Line, Rappahannock, Fauquier & Culpeper Counties, VA

Mr. Stuchell was a negotiator on this \$243M transmission line project. The project was part of a three state transmission line. The 43-mile overhead transmission line route is adjacent to or within an existing transmission line right-of-way through Rappahannock, Culpeper, and Fauquier Counties in Virginia, involving the acquisition of approximately 200 utility easements.

Route 29 Interchange, Culpeper, VA

This project is being constructed to create a flyover and on and off ramps from Route 29 to Route 666 eliminating the need for a signalized intersection. Mr. Stuchell handled the appraisals for 10 of the parcels and the negotiation for an additional 7 parcels.

Hillcrest Road & McIntire Road, Charlottesville, VA

Mr. Stuchell was responsible for appraisals and review appraisal on this project. Services involved the real estate appraisals and appraisal reviews for three parcels along Hillcrest Road and McIntire Road.

Dulles Metro Rail, Phase 1, VA

This project involved the extension of the rail service from the DC metro area beyond Tyson's Corner. Mr. Stuchell handled the negotiations of 15 parcels and the relocation of 3 businesses.

Tuscarora Crossing, Loudoun County, VA

Mr. Stuchell was an appraiser on this project which is being completed in order to add a section of Crosstrails Boulevard. A future road site will be developed to allow for more residential units within the area.

Odd Fellows Road, City of Lynchburg, VA

Mr. Stuchell provided relocation assistance services to three (3) families displaced by this project. These were tenant relocations made difficult by criminal records and financial means. Mr. Stuchell computed the Replacement Housing Payments and moving costs based on the room schedule. Mr. Stuchell worked with various landlords to find those that would accept these tenants.

Education

- B.S., Civil Engineering, University of Virginia, 2003

Registrations

- Professional Engineer: Virginia (#0402043805)

Associations

- American Society of Civil Engineers
- Virginia Economic Developers Association (VEDA)
- Urban Land Institute
- Engineering Career Recruiting Fairs: Virginia Tech and the University of Virginia
- Greater Richmond Association for Commercial Real Estate (GRACRE)

Mr. Francis has comprehensive experience in all aspects of land development throughout the Mid-Atlantic. He is based in the Richmond office and oversees Bowman's operations in Richmond, Hampton Roads, and the surrounding areas in his current role. From project inception through construction, he oversees and ensures that resources are available for the preparation of documents, cost estimates and studies for site planning, utilities, site engineering and construction documents.

Bruce Avenue, Colonial Heights, VA

Principal-in-Charge and engineer of record for the Phase III drainage and utility improvement plans. Includes approximately 6,500 linear feet of city streets. Scope of the project included complete water, sanitary sewer, and storm sewer replacement. The project also involved substantial excavation of the roadways within the ROW limits and rebuilding of new asphalt sections and curb and gutter. Street grades were adjusted in order to facilitate drainage. The project also includes converting an isolated stretch of gravel road into a paved street. Improvements were designed to minimize franchise utility impacts, ROW acquisition, and environmental impacts. Survey was also provided by Bowman. Complete construction documents were issued for the initial 2,000 linear feet and 70% design was provided for the remaining 4,500 linear feet.

Route 29 Interchange, Culpeper, VA

Mr. Francis served as the Principal-in-Charge. The project is being constructed to create a flyover and on and off ramps from Route 29 to Route 666 eliminating the need for a signalized intersection. Bowman handled the appraisals for 10 of the parcels and the negotiation for an additional 7 parcels.

Woolridge Road Reservoir Project Right of Way Acquisition, Chesterfield, County, VA

Mr. Francis served as the Principal-in-Charge for this project. Bowman Consulting provided turnkey right of way acquisition services on this small but important county project. Bowman's services included managing title searches, appraisals, negotiations including right of entry, and closings on 9 parcels of land to relocate a bridge and causeway. The project is unique due to several parcels being either partially or fully under water.

John Rolfe Parkway Sidewalk Improvements, Henrico County, VA

Principal-in-Charge for this municipal project. Bowman Consulting is preparing bid documents for the construction of approximately 3,700 linear feet of new sidewalk along the east side of John Rolfe Parkway between Ridgefield Parkway and Gayton Road. Bowman's services include collecting topographic survey, environmental investigations and permitting, drainage and sidewalk design, utility coordination, and assisting the County with citizen information meetings. The project is being locally administered by the County's Department of Public Works and is funded through VDOT (federal CMAQ program).

Education

- Course studies in Engineering Technology, Old Dominion University, Norfolk, VA, Attended 1966-1967
- Course Studies in Real Estate and Appraisals, Virginia Commonwealth University, Richmond, VA, Attended 1979-80
- VDOT Executive Institute

Associations

- IRWA Member
- Commonwealth of Virginia State Corporation Commission (SCC) - Former Member of the SCC Underground Utility Damage Prevention Board

Areas of Expertise

- Right of Way & Easement Acquisition
- Relocation Assistance Services
- Utility Relocation Coordination
- Railroad Coordination & Agreements
- Cost Estimating for Land and Utilities
- Quality Assurance Plan Reviews
- State & Federal Agencies Coordination
- Utility Prior Rights Determinations
- Develop Right of Way & Utility Policies
- Project Management & DOT Coordination

Mr. Bennett has more than 49 years of experience in the transportation and utility sectors, 37 of which he served in various capacities at the Virginia Department of Transportation (VDOT). He is responsible for Bowman's right of way acquisition efforts, relocation consulting, utility coordination and railroad coordination. He has extensive knowledge in federal and state laws, rules, regulations and procedures regarding right of way acquisition, relocation assistance and utility relocations and accommodation.

Route 3 Design-Build, Culpeper, VA

Mr. Bennett is the Director of Right-of-Way overseeing all right-of-way services on this project. Bowman Consulting is currently providing right-of-way appraisal and negotiation services for this design-build project. Services includes : narrative appraisals on 9 parcels, AA appraisals on 20 parcels, BAR appraisals on 26 parcels, negotiations on 28 parcels, and post negotiation services on 63 parcels, including VDOT RUMS data entry.

Culpeper Airport, Culpeper, VA

Mr. Bennett is the Director of Right-of-Way overseeing all right-of-way services on this project. Bowman Consulting currently providing appraisal services in support land acquisition. Appraisals are consistent with federal guidelines for acquisition as well as FAA guidelines. These services include title reports, appraisals, appraisal review and acquisition documents.

Lakeview Ave Modernization, City of Colonial Heights, VA

Mr. Bennett is the Director of Right-of-Way overseeing all right-of-way services on this project. Bowman Consulting is currently providing roadway design and right-of-way services for the acquisition of right-of-way easements on approximately 11 properties.

Bruce Avenue Drainage Improvements, Colonial Heights, VA

Utility Coordination for the design phases III and IV of the Bruce Avenue Drainage Improvements project total approximately 7,300 lf. The project scope of services includes road and drainage improvement design for Battery Place, Plumtree Avenue, Braxton Avenue, Maple Lane, Meridian Avenue, and Bruce Avenue as well as water line extension design for Meridian Avenue.

Cogbill Road, West of Broad Rock Road, Chesterfield County, VA

Negotiator for this County administered curb and gutter and drainage project that was on a quick schedule. Completed the acquisitions of 5 properties on schedule and obtaining all voluntary conveyances. Services included title reports, waiver valuations, negotiations, and closings.

Vint Hill Road/Route 215 Preliminary Design-Build, Manassas, VA

Director of Right-of-Way overseeing all right-of-way services on this project. Bowman has been contracted to perform surveying, environmental, right-of-way, drainage and traffic engineering services on this design-build project. Right-of-way services include appraisals, document preparation, negotiations, and post-negotiation services including settlements, title insurance, mortgage releases, and attorney certification. Bowman is also providing relocation assistance and property management.

Education

- M.S., Management, Project Management concentration, Strayer University, 2017
- B.A., Administration, Federal Acquisitions, Strayer University, 2013
- A.A., Business Administration, Strayer University, 2011

Registrations

- Notary Public, Virginia

Kaitlyne began working for Bowman Consulting as a Right of Way Specialist in 2015. She has experienced working on sidewalk and electrical distribution projects in Virginia. She has performed title research and reviewed offer document reports and made offers to landowners. Additionally, she has completed more than 100 negotiations of right of way easements. She is in training to become a Certified General Appraiser by assisting in parcel inspections, researching comparable sales, market area analysis and completing the written appraisal process.

Route 28, Loudoun County, VA

Appraiser Trainee. The overall project is being completed to widen Route 28. The project will improve a section of Route 28 from Ox Road ramp to the Sterling Boulevard ramp. Ms. Cooper assisted in the preparation of 5 appraisal reports by inspecting the properties, doing market research and market sales data.

Field Farm, Purcellville, VA

Appraiser Trainee. The project is known as the Fields Farm Road Project. The portions of the subject parcel that is being acquired for the project will be to widen Hill-sboro Road in order to accommodate a turning lane onto Mayfair Crown Drive. Ms. Cooper assisted in the preparation of 4 appraisal reports by inspecting the properties, doing market research and market sales data.

I-66 Outside the Beltway Project, Prince William County, VA

Appraiser Trainee. I-66 Outside the Beltway Project. Ms. Cooper assisted in the preparation of 2 appraisal reports by inspecting the properties, doing market research and market sales data.

I-95, Fredericksburg, VA

Appraiser Trainee. The overall project is being completed in order to modify Route 17 interchange and add collector-distributor lanes parallel to the I-95 southbound general purpose lanes between Exit 133 (Route 17) in Stafford County and Exit 130 (Route 3) in Fredericksburg and construct new bridge over Rappahannock River. Ms. Cooper assisted in the preparation of 4 appraisal reports by inspecting the properties, doing market research and market sales data.

Dominion Virginia Power Strategic Underground Program, Area 2 - Fauquier, Loudoun and Fairfax County, VA

Ms. Cooper has served as a Right of Way Agent for area of the Dominion multi-year program to underground existing overhead power line in older neighborhoods. This involved coordination with the Electrical Design Engineer's to establish routing to the underground lines, determining new easements locations and meeting with the affected landowners to secure easements. Over 75 projects of various size were completed in 2016.

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iii. Approach to Completion

1. A written narrative detailing the approach to completing the general as needed services and also specific to the Water Project related appraisal services. The Offeror shall outline all additional responsibilities it expects the County to assume related to the Water Project or other as-needed services, if any.

The Appraisal Services Oversight for this contract will be monitored by Bowman Consulting's (Bowman) Project Manager G. Lee Cooper, SR/WA, R/W-NAC, who will oversee and assume responsibility for the quality of the delivered product and assurance that Federal and State guidelines for the appraisal process is followed. Furthermore, Bowman fully understands each phase as outlined under C3 Formal Appraisal Services and has fulfilled these requirements on past assignments. These can be verified by the provided project references.

Bowman's lead appraiser Richard Stuchell, Certified General Real Estate Appraiser, will arrange to have an appraisal format completed and individual property appraisals made that are necessary for the various acquisitions anticipated. Mr. Stuchell specializes in Eminent Domain appraisals but he has also performed almost every type of appraisal, to include but not limited to: Office, Industrial, Commercial, and Residential improved properties as well as vacant parcels. These appraisals have been used for lending purposes, litigation, estates and divorces. He has completed both summary and self-contained appraisal reports in the past although USPAP has eliminated these terms now. Bowman and the County of Fluvanna, will agree on the type of evaluation needed for each property and will utilize an appraisal format approved by the County of Fluvanna. The Appraisal Reports will comply with the Uniform Standards of Professional Appraisal Practices (USPAP) and State laws. A copy will be provided to Landowners at the time of negotiations.

The appraisal process will be determined by properties being affected. When requested by the County of Fluvanna, Bowman will assist in determining the offer amounts for property or easement acquisitions which may include obtaining information from local assessor records or other sources. This step will be considered in the ability to utilize basic administrative reports for properties having a value of \$25,000 or less. This process will be a function and responsibility of the Project Manager, G. Lee Cooper.

Bowman will prepare and submit for the County of Fluvanna approval Notification Letters to Landowners outlining the project and the need of easement acquisitions affecting the landowner's property. This letter will introduce the landowner to Bowman and will have contact information for Bowman's Appraiser, if applicable. If the use of basic administrative reports is determined an inspection letter will not be needed.

The appraisals that would be done for the County of Fluvanna would be placed at a high priority as we realize that Right of Way is typically waiting on the appraisals to be completed. Additionally, we realize that in many cases the attorneys can be waiting on the appraisals in order to move forward with the cases as well.

[Water Project Approach to Completion](#)

Bowman will prepare the appraisal as needed to arrive at the amount of just compensation to be offered to property owner, and will operate under Section 406 of Title 54.1 of the Code of Virginia, as amended. Mr. Stuchell fully understand appraisal concepts and valuing permanent and temporary construction easements needed for the proposed 21,00 LF water line and 23,000 LF sewer project. Also, it appears the majority of the properties will fall under the category of basic administrative reports. This process will utilize the County assessment for determining values. Mr. Cooper has completed this process on many other utility and road projects throughout the area.

Bowman Consulting will:

- Confirm that the areas on all plans and plats are correct prior to contracting the property owner. Bowman will utilize the plan and plat furnished by the County and produce them as part of the negotiation process. Upon identifying any changes.
- Provide a right of way estimate calculating the values to determine if an appraisal or BAR can be completed based on the value range provided.
- Verify that ownership information is correct when a title report is not available.
- Contact the property owner either by certified mail in order to afford them the opportunity to accompany the appraiser on his inspection of the property.
- Make a detailed inspection of the property and make such investigations and studies to derive sound conclusions for the preparation of the appraisal report.
- Follow all recognized appraisal practices including the Uniform Act, the Uniform Standards of Professional Appraisal Practices (USPAP) and all Code of Virginia requirements.
- Upon completion of all work submit one (1) copy of an appraisal report including all comparable sale information unless approved otherwise by the County. No offer will be made to a landowner on the basis of the appraisal until it has been approved by the County.
- Complete all appraisal reports based upon plans and plats as furnished by the County.
- Complete fair market value estimates of properties with contaminated soil. Bowman may need to confer with our experts in cases where specialized or technical expertise is required such as environmental concerns.

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iv. Timeline

- 1. Offerors must be able to meet the 21-day turn-around for a formal appraisal or indicate specifically a deviation therefrom.*
- 2. Estimated timelines or not to exceed times for other as-needed services should be included.*

Bowman begins with identifying the subject properties, then notify the owners, schedule the inspection, inspect the subject and comparable sales, research the relevant information for the subject and comparable sales and then write the report. This outlined process would be for values over the \$25,000.

The typical research for the evaluation process includes but is not limited to: Deeds, deed restrictions, easements, restrictive covenants, proffers, leases, sales history, and listing agreements for the subject property, the availability and capacity of public and private utilities, flood plain, topography, and market and land use trends.

Management Plan and Timetable

Bowman proposes to provide the County with appraisal services for any assigned County project.

Assuming a typical right of way acquisition requirements, we would suggest the following timetable and services to be needed for a project of 3 parcels or less. Projects with more than 3 appraisals would need a longer timeframe to complete the below mentioned process. The timeframes would be greatly reduced by the usage of BAR's. The turnaround time for the BAR would be less than 3 days per parcel following notice to proceed.

Day 1 – Receive Task Agreement and Notice to Proceed from the County. Bowman would receive paper and electronic files of the approved right of way plan sheets and or plats showing the proposed project features and right of way requirements. The County would also provide any other project specific information and utility easement documents that might be available. Bowman would initiate our parcel tracking system noting due dates for the various activities. Bowman will manage, monitor and report on the status of the project acquisitions keeping the County's fully informed at the parcel level. Bowman would then send out an inspection notification letter to the property owners.

Day 2 thru Day 12 – Request Required Title Research and Reports from County. Bowman will review the reports to determine any potential issues and existing easements, bringing any issue to the County or landowner's attention. The appraiser will begin researching the subject parcels and comparable sales.

Day 12 thru Day 14 – Complete the inspection of the subject properties, finish up any additional research for the subject properties and comparable sales.

Day 14 thru Day 21 – Complete the appraisal and turn it over the County or reviewer if a review appraisal has been deemed necessary.

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v. Fee Proposal

1. Offers shall include hourly, flat rate or other fixed fees for the various services described herein, as applicable based on the specific services. The County requests that formal appraisal services be in the form of firm, fixed prices per parcel for every acquisition to remain in effect throughout the period of the contract. The firm fixed price can vary based upon the type of appraisal being provided (for example residential vs. commercial, or whole property/partial property or easement acquisition). The price list shall be broad and inclusive. Any other services shall be by hourly rates set forth specifically in the Contract.

2. Any travel expenses of any kind must be specific identified in the fee proposal.

3. No administrative fees of any kind for clerical, copying or related work may be charged.

4. In the event that any services or Project Agreement under the contract resulting from this RFP should require the purchase of any materials or equipment, such shall be at cost without mark-up of any kind.

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This fee proposal is made this 6th day of February 2018, in accordance with the Request for Proposal RFP #2018-03, issued the 23rd day of January 2018.

<u>Appraisals</u>		<u>Hourly Rates</u>	<u>Less than 10 Parcels</u>	<u>10 - 25 Parcels</u>	<u>More than 25 Parcels</u>	<u>Per Parcel</u>
Basis Acquisition Report (BAR)			\$520	\$520	\$390	
	Project Manager Hourly Rate	\$130				
Simple Acquisition (AA)			\$1,650	\$1,500	\$1,200	
Narrative			\$3,600	\$3,300	\$3,000	
Appraiser Hourly Rate		\$150				
	Partial Acquisition **AA Report					\$2,500 - \$2,800
	Partial Acquisition **Narrative					\$4,000 - \$5,000
	Full Acquisition Vacant Land					\$2,800
	Full Acquisition Improved					\$3,500 - \$4,500
	Sr. Appraiser	\$150				
	Appraiser Trainee	\$95				
Project Management			\$910	\$780	\$520	
	Project Manager Hourly Rate	\$130				
Right of Way Tech			\$325	\$195	\$195	
	Right of Way Tech Support Hourly Rate	\$65				
<i>Total Cost of Negotiations Per Parcel</i>			\$1,235.00	\$975	\$715	
Mileage - IRS Rate		\$0.565				
ROW - Condemnation Support - day rate (8 hrs x \$170= \$1360)						

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vi. References

1. Offeror shall include a list of a minimum of three references, for similar services only, who could attest to the Offeror's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, addresses, email addresses, contact persons, and phone numbers of all references. Offerors shall list as references all public bodies or state agencies of the Commonwealth of Virginia, including all departments or agencies thereof, including a point of contact, a summary of the work provided for such public body and the timeframe such services were rendered.

Loudoun County

Crosstrail Segment B, Loudoun County, Virginia

Project Description: Bowman was initially hired by the developer to complete 6 appraisals on the Crosstrail Segment B, project. The initial appraisals were completed within 8 weeks once Bowman was given official notice to proceed from the client. The county determined they needed 4 of the appraisals updated in April of 2017. The updates were completed within 1 week as these were determined to be a high priority for the county. Services began in May 2016 and ended July 2016.

Contact:

John Powell
Assistant County Attorney
101 Blue Seal Drive, SE Suite 102
Leesburg, VA 20177
p: 703.777.0544
e: John.Powell@loudoun.gov

Virginia Dept. of Transportation (VDOT)

Various Projects, Culpeper, Virginia

Project Description: *Route 29* - Replace the existing at-grade intersection of Routes 29 and 666 with a diamond interchange to improve safety and capacity. Bowman completed a total of 8 appraisals on this project. *Route 229* - Improve Route 229 (N. Main Street) in the town of Culpeper, Bowman completed a total of 12 appraisals on this project. Work began November 2012 and was completed in March 2013.

Contact:

Jim Damer
Right of Way Manager – Appraisals
1601 Orange Road
Culpeper, VA 22701
p: 540.829.7703
e: James.Damer@VDOT.Virginia.gov

City of Danville

Mt. Cross Road, Danville, Virginia

Project Description: Bowman was hired in June, 2016 by the City of Danville for the Mt. Cross Road project. Bowman's scope of services included total acquisition services to include Negotiations and appraisals/BARS to be completed. Bowman completed 10 appraisals on the project in less than 6 weeks in from the time we were given the official notice to proceed. Completion of the work was in October 2016.

Contact:

Brian L. Dunevant, P.E.

Assistant Director of Public Works / City Engineer

427 Patton Street

Danville, VA 24541

p: 434.799.5019

e: dunevbl@danvilleva.gov

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vii. Forms

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

CERTIFICATION OF NO COLLUSION

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

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

Respectfully submitted this 2nd day of February, 2018.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: Bowman Consulting Group, Ltd.

By: [Signature] (SEAL)
Signature

Print Name: Spencer Francis

Print Title: Branch Manager/ Southern Virginia Regional Manager

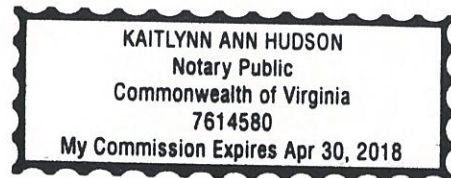
STATE OF Virginia

COUNTY/CITY OF Richmond, to-wit:

The foregoing instrument was acknowledged before me this 2nd day of February (month), 2018 (year) by Spencer Francis, PE (Print Name), Regional Manager (Print Title) on behalf of Bowman Consulting (Name of Entity).

[Signature] [SEAL]
Notary Public

My commission expires: Apr 30, 2018
Notary registration number: 7614580



Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

(SEAL)
Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

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

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

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

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: Bowman Consulting Group, Ltd.

By: [Signature] (SEAL)
Signature

Print Name: Spencer Francis, PE

Print Title: Branch Manager/ Southern Virginia Regional Manager

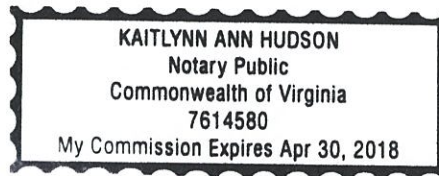
STATE OF Virginia

COUNTY/CITY OF Richmond, to-wit:

The foregoing instrument was acknowledged before me this 2nd day of February (month), 2018 (year) by Spencer Francis, PE (Print Name), Regional Manager (Print Title) on behalf of Bowman Consulting (Name of Entity).

[Signature] [SEAL]
Notary Public

My commission expires: Apr 30, 2018
Notary registration number: 7614580



Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

Signature (SEAL)

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

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

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

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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 04481982.

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) Bowman Consulting Group, Ltd.

Legal Name of Offeror/Bidder _____

Date 2/2/18

Authorized Signature [Signature]

Print or Type Name and Title Spencer Francis, PE - Branch Manager/ Southern Virginia Regional Manager

Commonwealth OF Virginia



State Corporation Commission

CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That BOWMAN CONSULTING GROUP, LTD. is duly incorporated under the law of the Commonwealth of Virginia;

That the date of its incorporation is June 7, 1995;

That the period of its duration is perpetual; and

That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

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*Signed and Sealed at Richmond on this Date:
July 21, 2017*

Joel H. Peck
Joel H. Peck, Clerk of the Commission



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: G. Lee Cooper, SRWA, R/W-NAC Phone: 804.616.3243

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

22 Years 8 Months

4. Vendor Information:

FIN or FEI Number: 54-1762351 If Company, Corporation, or Partnership

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

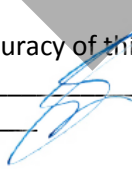
Company: Loudoun County	Contact: John Powell
Phone: 703.777.0544	Email: john.powell@loudoun.gov
Dates of Service: May 2016 – July 2016	\$\$ Value: \$27,000

Company: Virginia Department of Transportation	Contact: Jim Damer
Phone: 540.829.7703	Email: james.damer@vdot.virginia.gov
Dates of Service: November 2012 – March 2013	\$\$ Value: \$45,000

Company: City of Danville	Contact: Brian Dunevant
Phone: 434.799.5019	Email: dunevbl@danvillva.gov
Dates of Service: July 2016 – October 2016	\$\$ Value: \$25,000

Company: City of Chesapeake (Waterline Project)	Contact: Carol Gillespie
Phone: 757.382.6308	Email: cgillespie@cityofchesapeake.net
Dates of Service: 2010-2011	\$\$ Value: \$50,000

I certify the accuracy of this information.

Signed:  Title: Senior Project Manager - Right-of-Way Date: 2/2/2018

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

DRAFT

Additional Information

Bowman Consulting provides civil engineering, planning, surveying, environmental, landscape architecture, water/wastewater engineering, and transportation services to a variety of public and private markets throughout the United States. It also offers particular expertise in zoning, economic development and in land development/building regulations at the local, state and federal levels. The work of the firm includes commercial, industrial, educational, residential, retail, health care, recreational, utility, municipal, and federal projects. Bowman Consulting is headquartered just west of Washington, D.C. in Chantilly, Virginia.

Additional areas of expertise include:

- Preliminary and Final Site Planning
- Storm Drainage and Storm Water Management
- Master and Land Use Planning
- Development Feasibility Analysis
- Landscape Architecture
- Zoning Entitlements
- Rezoning and Special Exception Consulting
- Design Guidelines and Development Standards
- Visualization
- Phase I and Phase II Environmental Site Assessments
- Wetlands Delineation, Permitting and Mitigation
- Threatened and Endangered Species Evaluations and Surveys
- Transportation Engineering
- Chesapeake Bay Preservation Area Studies
- Right-of-Way Acquisition
- Utility Relocation Services
- Easements and Negotiations
- Appraisal/Appraisal Reviews
- Stream Assessment and Restoration Design
- Habitat Assessment and Existing Vegetation Survey
- Site and Subdivision Design
- Streetscape Design
- Water and Wastewater Engineering
- Street and Highway Design
- Construction Phase Services
- Surveying and Mapping / GPS
- Boundary Surveys
- ALTA Surveys
- 3D Laser Scanning and BIM Technologies
- Construction Stake-Out
- Condominium Conversions with Associated Plats and Plans
- Topographic Surveys
- Structural Bridge Design

Bowman Consulting has LEED accredited professionals on staff and has been involved with many projects, from schools to office buildings, that have received every level of LEED certification, including an award-winning Platinum LEED project in Virginia at Fort Belvoir, the first Platinum LEED project on a military base.

Bowman Consulting's clients benefit from a balance of deep resources often associated with large firms and the flexibility and quick response associated with smaller boutique firms. Our national experience results in the regional jurisdictional knowledge that our clients need to move projects through intricate approval processes.

Since the company's inception in 1995, we have enjoyed sustainable growth and strength that are practically unrivaled in the industry. This growth provides professional opportunities for our staff and dedicates remarkable resources to projects of any size. Bowman Consulting's progressive culture attracts the industry's best and brightest people. Our focus, however, has remained on our clients and on providing them with high-quality, innovative, cost-effective, and efficient solutions to site and design challenges. From personnel to technology, we continue to offer and provide the best resources available in the industry.

Bowman Consulting has attracted local and national recognition, winning the 2010 GreenGov Presidential Award for the Fort Belvoir Residential Communities project, the Fairfax County Exceptional Design Award for the Fairfax Village Neighborhood Center at Fort Belvoir, a 'Project of the Year' award from Mid-Atlantic Construction for Cougar Upper Elementary School in Manassas Park, and a 2010 Fairfax County Land Conservation Award. Recognition has also come from publications and entities that include: Civil Engineering, Urban Land, Builder, the Washington Business Journal, ENR, Virginia Business, Point of Beginning, The Zweig Letter, Inc., and the Virginia Chamber of Commerce. For additional information, please visit bowmanconsulting.com.

Bowman specializes in the appraisal of land and all of its land rights variations.

- Fee simple land
- Leased fee and leasehold land, ground leases
- Easements (permanent or temporary), right of ways, encumbrances, appurtenance rights
- Air rights, development rights, transferable development rights, FAR
- Partial interests

Bowman appraises transmission lines and pipe lines. Transmission lines and pipe lines may include water and/or sewer lines, telecommunications lines, telecommunications assets, electricity lines, natural gas pipelines, and petroleum pipelines. Since we are a multi-disciplined consulting firm, we are uniquely qualified to provide such appraisal services.

Bowman has land appraisal experience, and is able to ensure cost effective credible land appraisal.

- Land developments and feasibility and market studies
- Residential and commercial land
- Rail road land, land for transmission lines and pipelines
- Special use land
- Fee simple, leased fee, leasehold, easements, rights of way
- Partial interests, temporary interests
- Land sales approach and land residual
- Condemnation
- Litigation, damages

Expertise

The partial-acquisition right of way appraisal is perhaps, one of the most complicated appraisals to prepare. The appraiser must not only derive the value of the property as it sits, but also must derive a value of the part to be acquired, the value of improvements on the part to be acquired, and damages to the remainder. Bowman's right of way appraisers carefully coordinate with the acquisition and design teams to ensure that all team members fully understand the impacts of the project, and ensure that all ancillary items (billboards, FF&E, goodwill) are addressed and not duplicated. In-house coordination between these two groups is seamless.

Mitigation

Bowman can determine damages on a proposed partial acquisition involving significant impact to the remainder: Bowman develops mitigation solutions and costs in advance of the commencement of the appraisal to provide a superior product in a shorter timeframe. We use this approach when the partial acquisition will significantly alter on-site circulation, access, or the existing use of the impacted property. This collaborative approach aids settlements, allows our appraisers to do what they do best, and keeps timelines on pace with aggressive project delivery.

Prototypical projects appraised by right of way appraisers in our transportation group include:

- Transportation Improvements
- Road Widenings
- Grade Separations
- Light Rail Installations
- Bridge Reconstructions
- Utility Installations
- Route Analysis and Valuation Modeling
- Market Studies
- Valuations
- Expert Witness Testimony

Chesterfield County

- Route 10 Widening Project, Chester, VA: Negotiations and Appraisal Review

City of Chesapeake

- Dominion Boulevard Widening Project, Chesapeake, VA: Appraisal of Commercial and Residential Properties
- Water Line Project, Chesapeake, VA: Appraisals of Commercial and Residential Properties

City of Hampton

- Poindexter Street Widening, Hampton, VA: Appraisal of Commercial and Office Properties
- Commander Shepard Boulevard, Hampton, VA: Appraisal of Commercial and Residential Properties
- Saunders Road Widening, Hampton, VA: Appraisal of Residential Properties

City of Winchester

- South Loudoun Street, Drainage Improvement Project, Winchester, VA: Appraisals of Commercial Properties

Dominion Virginia Power

- Meadow Brooke Line, Fauquier/Culpeper, VA: Negotiations of Residential Properties
- Gore Substation Project, Gore, VA: Appraisal of Agricultural Properties

Flour Lane

- Hot Lanes Project, Arlington, VA: Negotiations of Residential and Commercial Properties

Hanover County

- Pole Green Road and Rural Point Road Interchange, Hanover, VA: Appraisal of Residential Properties
- Hanover County Regional Airport Authority, Hanover, VA: Appraisal of Avigation Easements for Residential Properties

Harnett County Public Works

- Sewer Line Project, Harnett, NC: Negotiations of Residential Properties

Metropolitan Washington Airport Authority

- Dulles Rail Project, Dulles, VA: Negotiations and Relocations of Commercial Properties

Prince William County

- Old Bridge Road Sidewalk Project, Woodbridge, VA: Appraisal of Residential and Commercial Properties
- Route 1 Widening Southern Portion, Woodbridge, VA: Appraisal of Commercial Properties

Spotsylvania County School Board

- Head Start Facilities, Spotsylvania, VA: Appraisals of Classroom/Office Space

Stafford County

- Courthouse Road Soccer Complex, Stafford, VA: Appraisals of Residential and Agricultural Properties

Town of Blacksburg

- Roundabout at the Virginia Tech Entrance, Blacksburg, VA: Appraisals of Commercial Properties

Virginia Department of Transportation

- German School Road Widening Project, Richmond, VA: Appraisals of Residential Properties
- Route 650 Widening Project, Fauquier, VA: Appraisals of Residential Properties
- Route 22 and Route 250 Interchange Project, Charlottesville, VA: Appraisals of Commercial Properties
- Route 54 and Route 33 Interchange Project, Hanover, VA: Appraisals of Commercial Properties.
- Route 50 Roundabout Project, Upperville, VA: Appraisals of Commercial Properties
- Route 522 Bridge Replacement, Culpeper VA: Appraisal of Residential Property
- Lewistown Road Interchange along I-95, Hanover, VA: Appraisal of Residential and Commercial Properties
- Meadow Creek Parkway, Charlottesville, VA: Appraisal of Residential and Commercial Properties
- Opal Interchange, Route 17 Route 29, Fauquier, VA: Appraisal of Agricultural, Industrial and Commercial Properties
- Route 58 Widening, Carroll County, VA: Appraisals of Residential and Agricultural Properties
- Route 229 Widening Project, Culpeper, VA: Appraisal of Residential and Commercial Properties
- Route 29 Interchange Project, Culpeper, VA: Appraisal of Residential, Agricultural, Industrial and Commercial Properties

Exhibit 3
Revised Fee Proposal

DRAFT

Fee Proposal

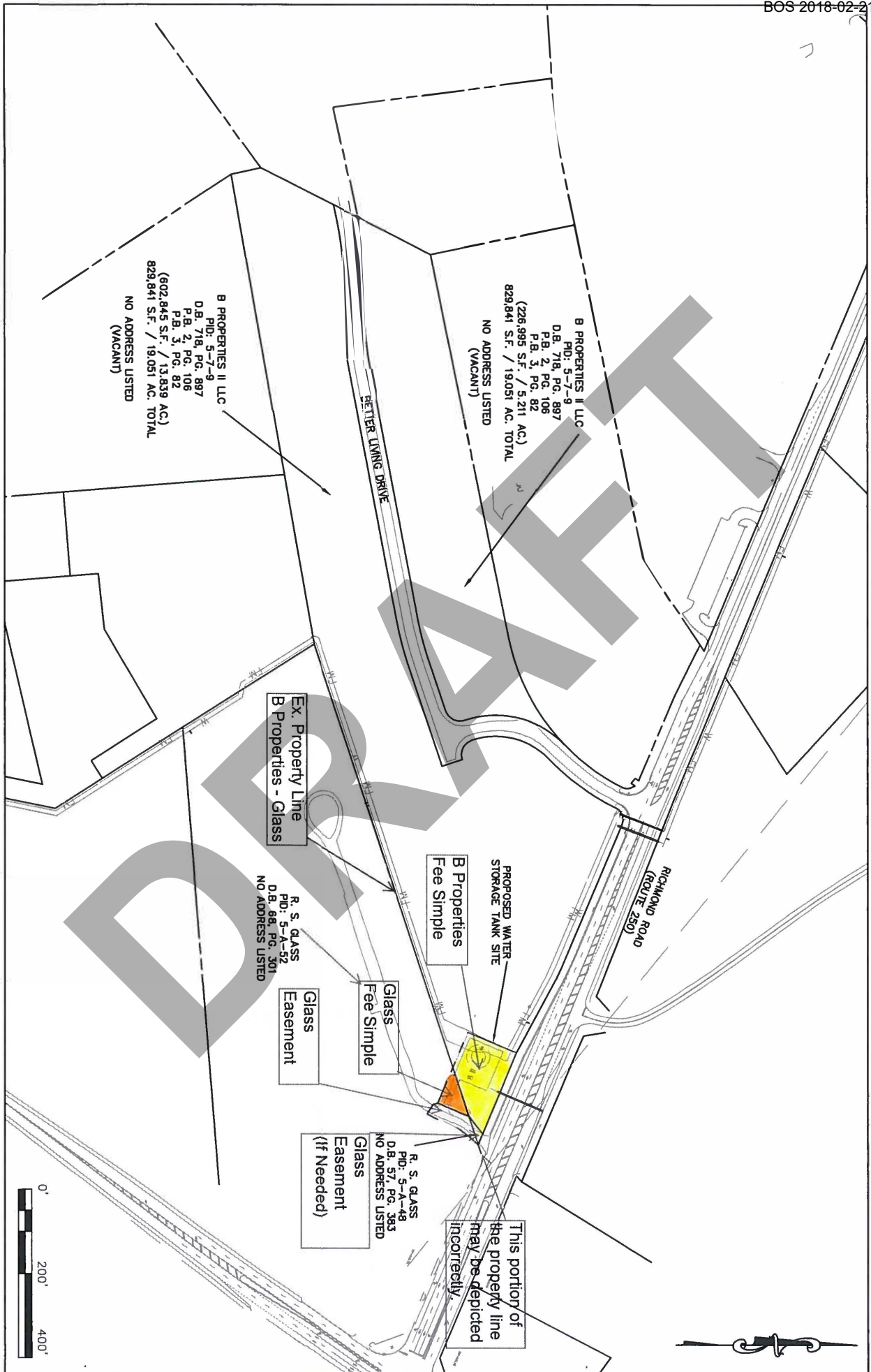
v.1-4

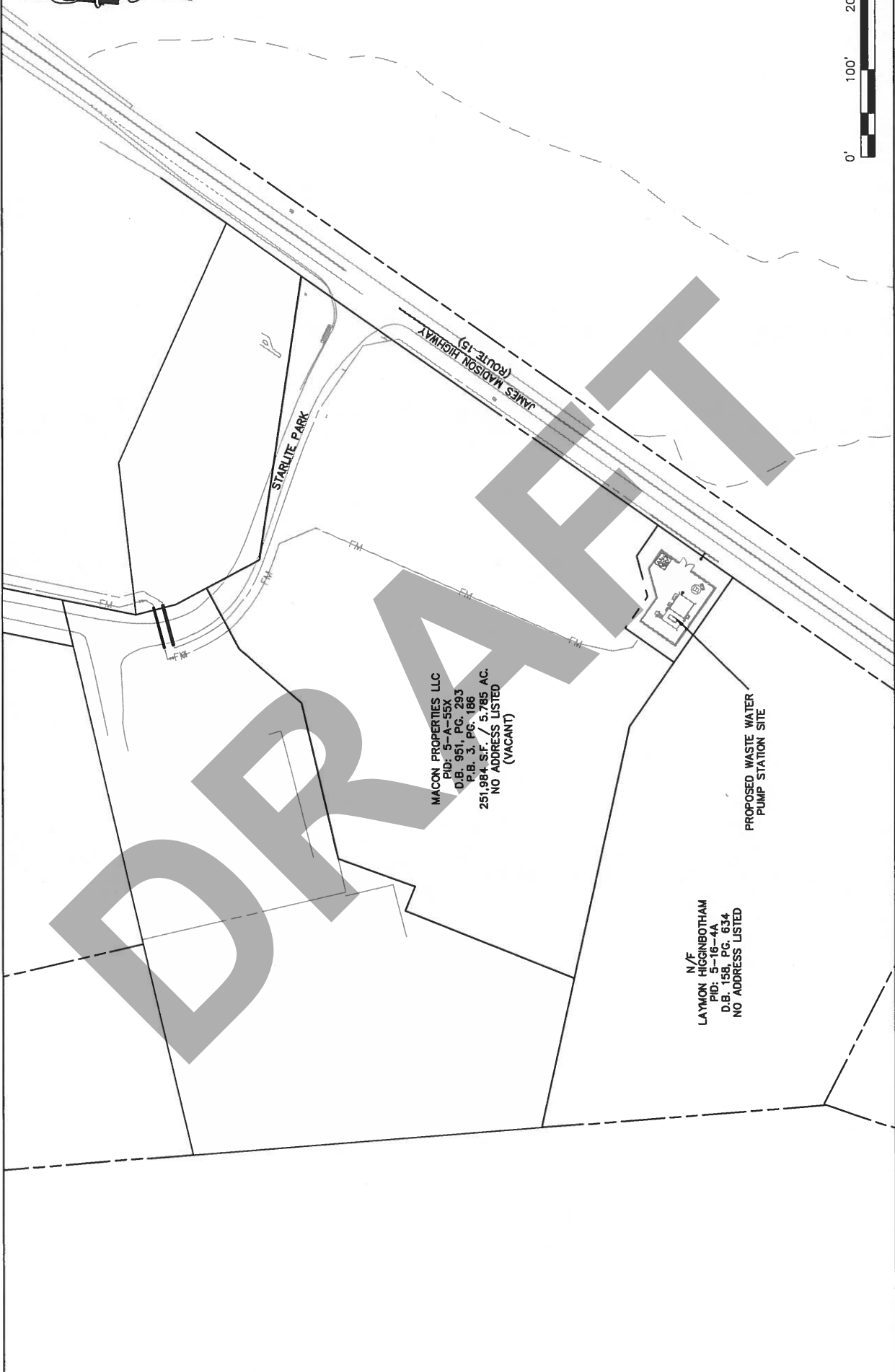
This fee proposal is made this 6th day of February 2018, in accordance with the Request for Proposal RFP #2018-03, issued the 23rd day of January 2018.

Appraisals		Hourly Rates	Less than 10 Parcels	10 - 25 Parcels	25 - 50 Parcels	More than 50 Parcels	Per Parcel
Basis Acquisition Report (BAR)			\$520	\$520	\$390	\$260	
	Project Manager Hourly Rate	\$130					
Simple Acquisition (AA)			\$1,650	\$1,500	\$1,200	\$1,200	
Narrative			\$3,600	\$3,300	\$3,000	\$3,000	
Appraiser Hourly Rate		\$150					
	Partial Acquisition **AA Report						\$2,500 - \$2,800
	Partial Acquisition **Narrative						\$4,000 - \$5,000
	Full Acquisition Vacant Land						\$2,800
	Full Acquisition Improved						\$3,500 - \$4,500
	Sr. Appraiser	\$150					
	Appraiser Trainee	\$95					
Project Management			\$910	\$780	\$520		
	Project Manager Hourly Rate	\$130					
Right of Way Tech			\$325	\$195	\$195		
	Right of Way Tech Support Hourly Rate	\$65					
Mileage - IRS Rate		\$0.565					
ROW - Condemnation Support - day rate (8 hrs x \$170= \$1360)							

Exhibit 4
Draft Water Line Plans

DRAFT





MACON PROPERTIES LLC
PID: 5-A-55X
D.B. 951, PG. 293
P.B. 3, PG. 186
251,984 S.F. / 5.785 AC.
NO ADDRESS LISTED
(VACANT)

N/F
LAYMON HIGGINBOTHAM
PID: 5-16-4A
D.B. 158, PG. 634
NO ADDRESS LISTED

PROPOSED WASTE WATER
PUMP STATION SITE

DRAFT

STARLITE PARK

JAMES MADISON HIGHWAY
(ROUTE 15)

Exhibit 5
Memorandum of Agreement

DRAFT

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF CORRECTIONS
AND
COUNTY OF FLUVANNA, VIRGINIA

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, herein referred to as the "Agreement", made this 16th day of October, 2013 by and between the County of Fluvanna, Virginia (hereinafter referred to as the "County"), and the Commonwealth of Virginia, acting by and through its Department of Corrections, (hereinafter referred to as "DOC").

WITNESSETH

WHEREAS, DOC is the owner and operator of a water treatment plant (hereinafter referred to as the "Treatment Plant") serving the Fluvanna Correction Center (hereinafter referred to as "FCC" or the "Prison"); and

WHEREAS, the County is in need of additional treated water to meet long range development needs in the County; and

WHEREAS, DOC currently treats more water than it needs at the Treatment Plant; and

WHEREAS, the County has determined that it would be in the County's best interest to utilize water from the Treatment Plant.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and benefits contained herein, the parties agree as follows:

1. **WATER SUPPLY:** DOC hereby agrees that it will provide the County with a maximum daily flow of Seventy Five Thousand (75,000) gallons of treated water per day beginning on or after July 1, 2014.
2. **CONSTRUCTION OF DOC TRANSMISSION LINE TO BENEFIT THE COUNTY:** Fluvanna County shall construct a transmission line and meter to a connection point in the vicinity of FCC as necessary for THE County to obtain water under this Agreement. The transmission line and meter shall be constructed at no cost to DOC. All construction shall be in accordance with plans and specifications approved by DOC. Upon completion and acceptance of such transmission lines and meter, ownership shall be vested in DOC for that portion of the water system up to and including the meter installation, and DOC shall be responsible for operation and maintenance of the transmission line and meter.
3. **COST OF WATER:** The aforesaid allotment of water to the county shall be metered and paid for by the County at a rate of \$1.50 per one thousand (1,000) gallons of metered water. Both parties acknowledge that the rate is somewhat below DOC's current cost of water production. Prior to the end of each fiscal year, DOC will evaluate the costs to supply the County with water. If increased costs or budget limitations indicate that an increase is necessary, DOC will notify the County prior to the end of December of each state fiscal year that an increase is necessary and the amount of the increase. This notification will include any necessary information for the County to evaluate how such an increase in the rate was calculated. The increase will become effective on July one of the new fiscal year. Likewise if DOC's annual evaluation indicates that the cost to supply water to the County has decreased to a point where the cost of production is less than the rate then charged to the County, DOC will notify the County, prior to the end of December, that a reduction in the cost per one thousand (1,000) gallons will be effective on July 1 of the new fiscal year.

4. **PAYMENT:** DOC shall submit invoices each month showing the volume of water provided during the preceding month. Payment will be made to Treasurer, Commonwealth of Virginia, via electronic funds transfer or other methods of transfer mutually agreeable to the parties. Payment shall be due no later than 30 calendar days after receipt. Interest on late payments shall accrue at the rate of one percent (1%) per month. In the unlikely event that DOC needs to seek judgment for unpaid payments, the County shall be liable for reasonable attorneys' fees and other costs of collection. In the event of persistent or repetitive failure to pay, DOC may stop the flow of water and/or terminate this Agreement for material breach. Enumeration of these remedies shall not be deemed to waive any other remedy available.
5. **NON-APPROPRIATION FOR COUNTY:** Notwithstanding anything to the contrary contained herein, any obligation of the County to make a payment or to otherwise expend funds in a future fiscal year is specifically conditioned upon and subject to annual appropriation by the County Board of Supervisors, pursuant to applicable law.
6. **NON-APPROPRIATION FOR DOC:** The obligation incurred by DOC under this Agreement are contingent upon funds being appropriated by the legislative branch of State government and allocated by the executive branch for payment of said obligation. The County expressly acknowledges the existence and effect of Section 7 of Article 10 of the Constitution of Virginia.
7. **AMENDMENTS:** This Agreement shall not be altered, changed or amended except by a written agreement executed by the parties hereto.
8. **THIRD PARTY BENEFICIARIES:** This Agreement is for the sole and exclusive benefit of the signatory parties. The Agreement shall not be construed so as to bestow any benefit upon any other persons or entities and shall give rise to no legal right in such other persons or entities. Most specifically, this Agreement shall not be construed to bestow any legal rights upon any individual residents of Fluvanna County nor shall any portion of this Agreement be interpreted to do so.
9. **SOVEREIGN IMMUNITY AND POLICE POWERS:** By entering into this Agreement, the Commonwealth of Virginia does not waive its sovereign immunity and specifically retains its immunity and all defenses available to it. Furthermore, nothing contained herein is intended to diminish the police powers of the commonwealth or any part thereof nor delegate them to the County nor shall any portion of this Agreement be interpreted to do so.
10. **GOVERNMENTAL IMMUNITY OF THE COUNTY:** By entering into this Agreement, the County of Fluvanna does not waive its governmental immunity and specifically retains its immunity and all defenses available to it against any third party.
11. **SEVERABILITY:** In the event that any provision of this Agreement shall be held to be invalid by a court of competent jurisdiction, the validity of the remaining provisions of the Agreement shall not in any way be affected thereby.
12. **FORCE MAJEURE:** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God, or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather.
13. **HEADINGS AND PRONOUNS:** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

14. INTEGRATION: This Agreement is an integration, which incorporates all the agreements, covenants, negotiations and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless expressly embodied in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized agents.

DEPARTMENT OF CORRECTIONS,
COMMONWEALTH OF VIRGINIA

By: [Signature]
Harold W. Clarke, Director

COMMONWEALTH OF VIRGINIA
City of Richmond, to-wit:

The foregoing Agreement was acknowledged before me by Harold W. Clarke, Director of the Virginia Department of Corrections, Commonwealth of Virginia, on the 27th day of October, 2013 in the jurisdiction aforesaid.

My commission expires: January 31, 2015
My notary registration number: 7509769

[Signature]
Notary Public



COUNTY OF FLUVANNA, VIRGINIA

By: [Signature]
Steve Nichols, County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing Agreement was acknowledged before me by Steve Nichols County Administrator of Fluvanna County, Virginia on the 16 day of October, 2013 in the jurisdiction aforesaid.

My commission expires: 31 January 2016
My notary registration number: 347136

[Signature]
Notary Public

Approved as to form:

[Signature]
Fluvanna County Attorney

Exhibit 6
Memorandum of Agreement for Treatment of Wastewater

DRAFT

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF CORRECTIONS
AND
COUNTY OF FLUVANNA, VIRGINIA

MEMORANDUM OF AGREEMENT FOR TREATMENT OF WASTEWATER

THIS MEMORANDUM OF AGREEMENT, herein referred to as the "Agreement", made this 16th day of October, 2013 by and between the County of Fluvanna, Virginia (hereinafter referred to as the "County"), and the Commonwealth of Virginia, acting by and through its Department of Corrections, (hereinafter referred to as "DOC").

WITNESSETH

WHEREAS, DOC is the owner and operator of a wastewater treatment plant (hereinafter referred to as the "Treatment Plant") serving the Fluvanna Correctional Center (hereinafter referred to as "FCC" or the "Prison"); and

WHEREAS, the County is in need of additional treated wastewater disposal capacity to meet long range development needs in the County; and

WHEREAS, DOC currently has more wastewater treatment capacity than it needs at the Treatment Plant; and

WHEREAS, the County has determined that it would be in the County's best interest to treat additional wastewater at the Treatment Plant.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and benefits contained herein, the parties agree as follows:

1. **WASTEWATER TREATMENT:** DOC hereby agrees that it will treat for the County a maximum of One Hundred Thousand (100,000) gallons of wastewater per day beginning on or after July 1, 2014.
2. **CONSTRUCTION OF DOC TRANSMISSION LINE TO BENEFIT THE COUNTY:** Fluvanna County shall construct a transmission line and meter to a connection point in the vicinity of FCC as necessary for The County to transmit wastewater under this Agreement. The transmission line and meter shall be constructed at no cost to DOC. All construction shall be in accordance with plans and specifications approved by DOC. Upon completion and acceptance of such transmission lines and meter, ownership shall be vested in DOC for that portion of the wastewater system up to and including the meter installation, and DOC shall be responsible for operation and maintenance of the transmission line and meter.
3. **COST OF WASTEWATER TREATMENT:** The aforesaid allotment of wastewater capacity to the county shall be metered and paid for by the County at a rate of \$1.50 per one thousand (1,000) gallons of metered wastewater. Prior to the end of each fiscal year, DOC will evaluate the costs to treat the County's wastewater. If increased costs or budget limitations indicate that an increase is necessary, DOC will notify the County prior to the end of December of each state fiscal year that an increase is necessary and the amount of the increase. This notification will include any necessary information for the County to evaluate how such an increase in the rate was calculated. The increase will become effective on July one of the new fiscal year. Likewise if DOC's annual evaluation indicates that the cost to treat the County's wastewater has decreased to a point where the cost of production is less than the rate then charged to the County, DOC will notify the County, prior to the end of December, that a reduction in the cost per one thousand (1,000) gallons will be effective on July1 of the new fiscal year.

4. **PAYMENT:** DOC shall submit invoices each month showing the volume of wastewater treated during the preceding month. Payment will be made to Treasurer, Commonwealth of Virginia, via electronic funds transfer or other methods of transfer mutually agreeable to the parties. Payment shall be due no later than 30 calendar days after receipt. Interest on late payments shall accrue at the rate of one percent (1%) per month. In the unlikely event that DOC needs to seek judgment for unpaid payments, the County shall be liable for reasonable attorneys' fees and other costs of collection. In the event of persistent or repetitive failure to pay, DOC may stop the treatment of wastewater and/or terminate this Agreement for material breach. Enumeration of these remedies shall not be deemed to waive any other remedy available.
5. **UNUSUAL DISCHARGE:** It is understood and agreed that no uncommon or unusual discharge from the County such as industrial, commercial or chemical type waste will be introduced into the wastewater treatment system without prior written approval from DOC. DOC reserves the right to sample and test the County's discharge and any point, therein, deemed crucial by the Department, upon the indication of such uncommon or unusual discharge and report such findings to the County for correction. Upon finding and verification of said uncommon or unusual discharge, the County shall reimburse DOC any and all cost associated with the sampling and testing for this uncommon or unusual discharge. The basis for this uncommon or unusual discharge shall be, hereby, set at a not to exceed rate of 400 mg/l of BOD, 400 mg/l of TSS, 40 mg/l (NH₃-N) of Ammonia-Nitrogen, 250 mg/l (as CaCO₃) Alkalinity and 6.0 stu of Ph. The said rates shall be sampled at a point whereby, DOC's own waste does not influence the findings of the County's waste. DOC shall request corrective action of the County only demonstration of said uncommon or unusual discharge for a continuous period not to exceed seven (7) days. DOC has the right to exempt this period only if a one time discharge completely renders the wastewater treatment plant inoperative and can demonstrate through sampling and testing, that the County's discharge is the sole cause.
6. **SAMPLING BY THE COUNTY:** The County reserves the right to perform its own sampling and testing upon the need to attest the Department's findings prior to the County instituting corrective action and or reimbursement. It is agreed that the County shall immediately perform this sampling and testing upon DOC's notification to the County that an uncommon or unusual discharge has occurred.
7. **NON-APPROPRIATION FOR COUNTY:** Notwithstanding anything to the contrary contained herein, any obligation of the County to make a payment or to otherwise expend funds in a future fiscal year is specifically conditioned upon and subject to annual appropriation by the County Board of Supervisors, pursuant to applicable law.
8. **NON-APPROPRIATION FOR DOC:** The obligation incurred by DOC under this Agreement are contingent upon funds being appropriated by the legislative branch of State government and allocated by the executive branch for payment of said obligation. The County expressly acknowledges the existence and effect of Section 7 of Article 10 of the Constitution of Virginia.
9. **AMENDMENTS:** This Agreement shall not be altered, changed or amended except by a written agreement executed by the parties hereto.
10. **THIRD PARTY BENEFICIARIES:** This Agreement is for the sole and exclusive benefit of the signatory parties. The Agreement shall not be construed so as to bestow any benefit upon any other persons or entities and shall give rise to no legal right in such other persons or entities. Most specifically, this Agreement shall not be construed to bestow any legal rights upon any individual residents of Fluvanna County nor shall any portion of this Agreement be interpreted to do so.
11. **SOVEREIGN IMMUNITY AND POLICE POWERS:** By entering into this Agreement, the Commonwealth of Virginia does not waive its sovereign immunity and specifically retains its immunity and all defenses available to it. Furthermore, nothing contained herein is intended to diminish the police powers of the

commonwealth or any part thereof nor delegate them to the County nor shall any portion of this Agreement be interpreted to do so.

12. GOVERNMENTAL IMMUNITY OF THE COUNTY: By entering into this Agreement, the County of Fluvanna does not waive its governmental immunity and specifically retains its immunity and all defenses available to it against any third party.

13. SEVERABILITY: In the event that any provision of this Agreement shall be held to be invalid by a court of competent jurisdiction, the validity of the remaining provisions of the Agreement shall not in any way be affected thereby.

14. FORCE MAJEURE: Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God, or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather.

15. HEADINGS AND PRONOUNS: The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

16. INTEGRATION: This Agreement is an integration, which incorporates all the agreements, covenants, negotiations and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless expressly embodied in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized agents.

DEPARTMENT OF CORRECTIONS,
COMMONWEALTH OF VIRGINIA

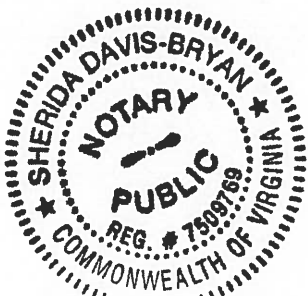
By: [Signature]
Harold W. Clarke, Director

COMMONWEALTH OF VIRGINIA
City of Richmond, to-wit:

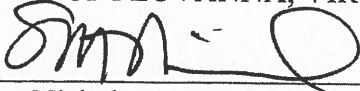
The foregoing Agreement was acknowledged before me by Harold W. Clarke, Director of the Virginia Department of Corrections, Commonwealth of Virginia, on the 29th day of October, 2013 in the jurisdiction aforesaid.

My commission expires: January 31, 2015
My notary registration number: 7509769

[Signature]
Notary Public



COUNTY OF FLUVANNA, VIRGINIA

By: 
Steve Nichols, County Administrator

COMMONWEALTH OF VIRGINIA

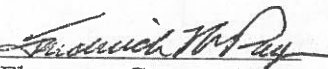
COUNTY OF FLUVANNA, to-wit:

The foregoing Agreement was acknowledged before me by Steve Nichols County Administrator of Fluvanna County, Virginia on the 16 day of October, 2013 in the jurisdiction aforesaid.

My commission expires: 31 January 2016
My notary registration number: 347136


Notary Public

Approved as to form:


Fluvanna County Attorney

DRAFT

Exhibit 7
Right of Way Scope of Services and Fee Proposal

DRAFT

Right of Way Scope of Services and Fee Proposal Parcel Breakdown

Project Name: Zions Crossroads Water and Sewer
 Project Number:
 Client: Fluvanna County Department of Public Works
 Date: 2/14/18
 Submitted By: G. Lee Cooper
 Total number of parcels: 4

Task	Number	Fee Per Parcel	Total
3. TITLE WORK			
Current Owner Rundown	0	\$0.00	\$ -
20-year			\$ -
60-year			\$ -
SUBTOTAL			\$ -
4. APPRAISALS			
BARs	0	\$260.00	\$ -
Appraisal Reports	3	\$2,500.00	\$ 7,500.00
SUBTOTAL			\$ 7,500.00
5. NEGOTIATIONS			
Number of Landowners	1	\$650.00	\$ 650.00
SUBTOTAL			\$ 650.00
TASK 6 – POST NEGOTIATION SERVICES			
Number of Parcels	0	\$0.00	\$ -
SUBTOTAL			\$ -
7. PROGRESS REPORTS AND PROJECT MANAGEMENT			
Number of Parcels	3	\$357.50	\$ 1,072.50
SUBTOTAL			\$ 1,072.50
DIRECT COSTS			
Travel		Lump Sum	
Printing/ Copying/ Binding		Lump Sum	\$ -
Postage/ Courier		Lump Sum	\$ -
Misc. Closing Fees			\$ -
Recordation's			\$ -
SUBTOTAL			\$ -
Scope of Services and Fee Proposal Lump Sum Price			\$ 9,222.50

Communication with DoC and DGS regarding the requirements needed for the

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

TAB C

MEETING DATE:	November 15, 2017				
AGENDA TITLE:	FLUVANNA COUNTY TIMBER SALE AGREEMENT				
MOTION(s):	I move the Board of Supervisors approve the Timber Sale Agreement between Fluvanna County, DNA LOGGING, LLC, and Dowdy's Forest & Land Management, LLC for the sale of timber on 80.6 acres, more or less, said property being on portions of Fluvanna County Tax Map Parcels 51-A-129A and 51-A-129, located behind current street number 5753 James Madison Hwy, Fork Union, VA 23055, and further authorize the County Administrator to execute the agreement subject to the County Attorney revisions for a proper agreement and approval as to form.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):	C9	
		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:	recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> ❖ The property is located directly behind the Community Center and Fork Union Fire Department ❖ Dowdy's Forest & Land Management, LLC, as the county's Consulting Forrester, has inspected and appraised the subject property; ❖ After competitively marketed by both Dowdy's and us, DNA Logging returned the only proposal received, offering \$88,801.00 for the rights to timber said property. ❖ Under our current contract with Dowdy's Forest & Land Management, LLC Any Timber sales that Dowdy's Facilitates will earn them 8% commission. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	FLUVANNA COUNTY TIMBER SALE AGREEMENT				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

FLUVANNA COUNTY TIMBER SALE AGREEMENT

THIS TIMBER SALE AGREEMENT, made and entered into this ____ day of _____, 2018, (the “Agreement”) by and between the **COUNTY OF FLUVANNA**, a political subdivision of the Commonwealth of Virginia (hereinafter the “**County**”); **DNA LOGGING, LLC**, a Virginia limited liability company, (hereinafter the “**Purchaser**”); and **Dowdy’s Forest & Land Management, LLC**, a Virginia limited liability company, the County’s forestry services consultant (hereinafter “**Forestry Consultant**”)

WITNESSETH THAT:

ARTICLE I

- (1) The County agrees to sell and the Purchaser agrees to buy all merchantable timber located within the Pink Flagged harvest boundaries on 80.6 acres, more or less, (75 acres, more or less, of which can be timbered) said property being on portions of Fluvanna County Tax Map Parcels 51-A-129A and 51-A-129 and specifically being those 6.53 acre, 18.4 acre and 55.67 acre portions of the property shown in blue on the Map (the “timber”), attached hereto and incorporated herein by reference as **Exhibit 1. ALL MERCHANTABLE TIMBER IS SCHEDULED FOR CUTTING UNDER THIS AGREEMENT.** The sale area is located behind the Fork Union Fire Station, known by current street numbering as 14567 James Madison Hwy, Palmyra, Virginia, 22963, on U.S. Route 15. Purchaser agrees that no acreage nor volume of merchantable timber is guaranteed and that Purchaser has examined the subject property and timber and has used its own cruise data to compute any estimated volume.
- (2) Title to all forest products shall remain with the County until payment has been made in full.
- (3) The County hereby expressly grants to the Purchaser the right of ingress and egress across and upon the sale area where the timber is located until the sooner of the Termination Date, as such is defined in Article II, or the Notice of Completion Date (the “Notice of Completion Date” is the date that the County receives Purchaser’s valid written notice of completion of its harvesting activities under this Agreement; notwithstanding the foregoing the notice of completion shall not be valid unless Purchaser has satisfied all requirements, obligations, and duties of this Agreement to the sole satisfaction of the County).

ARTICLE II

- (1) The Purchaser agrees to pay the County the sum of EIGHTY-EIGHT THOUSAND EIGHT-HUNDRED ONE AND NO/100 DOLLARS (\$88,801.00) for all the timber sold hereunder. The full payment is due and payable within ten (10) days from the date set forth above. No timber shall be cut until payment has been made in full to the County under this Agreement.
- (2) The Purchaser agrees to notify the County, the Forestry Consultant, and the Virginia Department of Forestry at least three days prior to the commencement of harvest activities and when harvesting of timber hereunder is complete.
- (3) Unless a written extension of time is granted by the County, or barring forfeiture of cutting rights for noncompliance with this Agreement, all stumpage sold hereunder shall be removed on or before January 30, 2020 (the “Termination Date”); except that all stumpage sold hereunder on the Burn Building Plot must be removed on or before March 31, 2018.
- (4) Purchaser agrees to harvest all of the timber, repair all resulting damage, and meet all other requirements of this Agreement for that portion of the property identified in blue and labeled as containing 6.53 acres in Exhibit 1 (hereinafter the “Burn Building Plot”) before beginning any other harvesting activities under this Agreement. In addition, Purchaser agrees to complete all harvesting, repairs and meet all other requirements of this Agreement on the

Burn Building Plot on or before March 31, 2018. On or before March 31th31st, 2018, (i) the Burn Building Plot shall be in the condition required for the remaining property as of the Termination Date, including without limitation, harvesting shall be complete, timber shall be removed, all damages repaired, and any grading or seeding of the Burn Building Plot shall be completed; and (ii) Purchaser shall no longer access, use or traverse, for any reason, the Burn Building Plot.

- (5) As of the Termination Date any timber remaining, including any harvestable timber cut and not removed, shall revert to the County.
- (6) In addition to the timber to be harvested hereunder, the Purchaser agrees to harvest any additional trees located on Fluvanna County Tax Map Parcels 51-A-129A and 51-A-129 upon the written request of the County relating in any way to the County's construction of any buildings, structures, paths, roads or accessways so long as such request is made on or before the earlier of December 1, 2019 or the Termination Date and the Notice of Completion Date.

ARTICLE III

- (1) Timber harvested hereunder shall be felled, skidded and concentrated in such manner as to cause the least possible waste and a minimum of damage to designated crop trees, streams, creeks, springs and soils and further shall be conducted pursuant to Best Management Practices established by the Virginia Department of Forestry.
- (a) Stumps shall be cut in such manner as to cause the least possible waste and not higher than 10 inches above ground level, except on misshapen or defective trees where cutting below 10 inches is not practical.
- (b) All trees sold hereunder shall be utilized as low in diameter in the tops as may be practical.
- (c) All merchantable trees will be cut (unless otherwise designated).
- (d) All trees shall be felled within the cutting boundaries. Logging debris accumulated outside the sale area shall be pulled back within the sale area unless otherwise specified by the County.
- (e) Extreme caution will be requested in felling and skidding any marked trees from the reserve areas to be thinned (if applicable – see attached map). This is to minimize damage to the residual growing stock which will be retained.
- (f) No trees, laps or logging debris will be left in streams, creeks or springs.
- (g) The Purchaser and the County shall mutually lay out the designated system of skidding trails over which the timber sold hereunder shall be removed and all skidding activities will be confined to these trails.
- (h) The County and the Purchaser shall mutually agree to suspend logging activities during such time as these activities would result in detrimental consequences to forest soils during prolonged periods of inclement weather. The suspension of logging activities will not extend the Termination Date.
- (2) Timber harvested by the Purchaser from standing trees shall be removed in such a manner as to cause (i) the least possible damage to any existing improvements of any kind including without limitation any existing main haul roads, culverts and buildings or other structures of any kind; and (ii) no public hazard at entrance ways to primary and secondary Virginia highways. The Purchaser shall at no time block, impeded access or other disrupt any activities at or access to the Fork Union Fire Station. The Purchaser is required to obtain necessary permits from the Virginia County of Transportation, if applicable.
- (a) Access to the sale area will be by a haul road to be constructed by the Purchaser at the location selected by Purchaser, but subject to prior approval by the County in its sole discretion.

- (b) All such new roads with the exception of skidding roads constructed by the Purchaser and all existing roads within the timber sale area shall be left in passable condition (usable by pickup truck) during and upon completion of this Agreement.
- (c) During and upon completion of the harvest operation, the Purchaser shall comply with the Water Quality and BMP standards listed in the “Virginia’s Forestry Best Management Practices for Water Quality, Fourth Edition” issued by the Virginia County of Forestry. The County reserves specifically the right to require corrective action of the Purchaser in maintenance and stabilization of forest roads, trails, culvert pipes, water bars, side ditches, lead-off ditches, decks, skid trails and streams where destructive action of the Purchaser has contributed to a BMP or Water Quality problem.
- (d) The Purchaser shall guard against the unnecessary transfer of mud and debris by vehicle onto the public highway system of the Commonwealth of Virginia, whereby the same poses a threat to public safety. Furthermore, the Purchaser assumes the responsibility for the preventive and/or corrective action necessary to eliminate this source of hazard should the problem develop including any requirements of Applicable Law (Applicable Law is defined as any federal, state or local law, statute, ordinance, rule or regulation applicable to the Purchaser, the Purchaser’s activities hereunder or to this Agreement).
- (e) The Purchaser will assume the responsibility for stabilizing against erosion on used forest roads and trails according to the Water Quality BMP Handbook and Applicable Law.
- (f) The Purchaser shall promptly (promptly shall mean that the Purchaser must make repairs on or before the completion of its harvesting activities or the Termination Date, whichever is sooner), and at Purchaser’s sole expense repair any damages resulting from the timbering activities, including without limitation any damages to (i) adjoining property; (ii) exterior fences, buildings or other structures; and (iii) loading areas, main skid trails, and truck haul roads (and Purchaser will install diversion ditches where there is a concentration of water or an erosion problem exists). The Purchaser agrees to leave the property and all improvements and roads in as good or better condition than as existed prior to the beginning of the logging operation. The Purchaser agrees to restore smooth ruts in the truck haul roads and main skid trails prior to the Termination Date, or upon completion of all timber harvesting activities if sooner, consistent with Best Management Practices established by the Virginia Department of Forestry. The Purchaser agrees to restore all improvements, including roadways and culverts, to at minimum a condition comparable to that which existed prior to the beginning of the logging operation. The Purchaser agrees to leave in place any road improvements of any kind at the termination of this Agreement and such shall become the property of the County. **Notwithstanding the foregoing, the Purchaser shall not be required to repave or replace any paved roadway surface caused by Purchaser’s operations except if caused by Purchaser’s negligence or willful misconduct.**
- (g) Purchaser shall not leave trees, limbs, or tops in existing roads, reserved areas or streams.
- (h) Purchaser shall dispose of all waste (including without limitation, used oil, machine fluids, cans, bottles, and paper) in a proper manner consistent with Applicable. Purchaser shall not use, dispose of, or store any hazardous substances in, on or near the property and should Purchaser’s activities under this Agreement result in an environmental condition, hazard or damage to the property of the County, or adjoining property, the Purchaser must at its sole cost and expense repair, mitigate or take any action required related to cleaning up, mitigating or rectifying such environmental condition consistent with Applicable Law and so as to return the property to the condition prior to such damage to the sole satisfaction of the County.
- (i) Title to said timber will pass to the Purchaser as of the date set forth above, thus all risk of damages by loss, fire or other casualty shall be that of the Purchaser.

- (j) Any costs or expenses associated with any requirements, obligations or activities of Purchaser under this Agreement shall be borne by the Purchaser.
- (3) The location of any landings, logging deck areas and stream crossings will be approved by the County prior to development.
- (4) The Purchaser agrees to exercise the utmost care and caution to prevent the inception and spread of forest fires on the area for sale and on adjoining areas. The Purchaser further agrees to observe and comply with all Applicable Law including without limitation the forest fire laws of the State of Virginia. The Purchaser will be held liable for costs associated with controlling any fire caused by the harvest operation or for fire damage to residual trees and adjacent forest stands.

ARTICLE IV

- (1) The County reserves the right to postpone timber removal under this Agreement for Purchaser's noncompliance with the agreed upon provisions herein. The harvesting and other requirements for the Burn Building Plot as described in Article II(4) are material provisions of this Agreement, time being of the essence.

ARTICLE V

- (1) The Purchaser's signature hereto certifies that this Agreement was made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same material and is in all respects, fair and without collusion or fraud. The Purchaser understands that collusive bidding is a violation of the Virginia Governmental Fraud Act and federal law and can result in fines, prison sentences, and civil damage awards. The Purchaser agrees to abide by all conditions of this bid/proposal and further with the County of Fluvanna's General Terms, Conditions and Instructions to Bidders and Contractors, attached hereto as **Appendix I** and incorporated herein as a material part of this Agreement.
- (4) The Purchaser certifies and warrants that by his signature on the face of this bid he has neither offered nor received any kickbacks from any other bidder in connection with his bid on this solicitation. A kickback is defined as an inducement for the award of a contract, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
- (5) No bidder shall confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- (6) The Purchaser shall indemnify, and hold harmless the County, its offices, agents and employees from any claims, suits, liability or damage arising from or caused by negligence on the part of the Purchaser in harvesting the timber herein conveyed.
- (7) This Agreement may not be assigned, sublet or transferred without the written consent of the County, which may be granted or withheld in the County's sole discretion.
- (8) The Purchaser shall provide to the County a Certificate of Insurance (prior to beginning the harvest) with a minimum of \$1,000,000.00 general liability insurance and Workman's Compensation covering all operations relating to this Agreement. The County will not be liable to the Purchaser, their Agents, or third parties by virtue of the timbering operation under this Agreement. The Purchaser shall indemnify and save harmless the County from any claims, suits, liability, damage, expenses of any kind including loss of harvestable timber due to theft or

fire, which may arise as a result of this Agreement or actions of the Purchaser, including without limitation, its officers, agents, employees, invitees, licensees, and guests.

- (9) The County and the Forestry Consultant agree that pursuant to that Contract for Consulting Forestry Services dated May 10, 2017 between the County and Forestry Consultant, that this harvesting is a task order thereunder and pursuant to Section 6(i) of that Contract the Forestry Consultant shall be paid a not to exceed flat fee of eight percent (8%) of the gross proceeds of the timber sold under this Agreement, with such 8% being SEVEN THOUSAND ONE-HUNDRED FOUR AND 08/100 DOLLARS, (\$7,104.08) to be due and payable no sooner than 45 days from the later of (i) the date the full proceeds of such timber sale have been received by the County; or (ii) the Completion Date as defined in that Contract for Consulting Forestry Services.

Witness the following duly authorized signatures and seals:

County:
Fluvanna County

APPROVED AS TO FORM

By: _____ (SEAL)
Steven M. Nichols, County Administrator

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

Purchaser:
DNA Logging, LLC

By: _____ (SEAL)

Print Name: _____

Print Title: _____

Forestry Consultant:
Dowdy's Forestry & Land management, LLC

By: _____ (SEAL)
Matt Dowdy, Manager and Owner



Appendix I

COUNTY OF FLUVANNA

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

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

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

INTRODUCTION

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

“Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:

- a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.
- b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.
- c. Contract: Any contract to which the County will be a party.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to “his” shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and

conditions applicable to the procurement.

- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
 - m. Request for Proposal (also referred to herein as a “RFP”): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
 - n. Small Purchasing Procedures: The County’s Small Purchasing Procedures, being Chapter 4 of the County’s Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.
 - o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. “Solicitation” includes any notification of the County requirements may consist of public advertising (newspaper, County’s website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes (“IFQ”), Initiations to Bid (“IFB”), or Requests for Proposal (“RFP”), the public posting of notices, issuance of an Open Market Procurement (“OMP”), or telephone calls to prospective Bidders or Offerors.
 - p. State: The Commonwealth of Virginia.
3. **AUTHORITY**: The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County’s Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County’s Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County’s Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the “Board”).

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

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

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.
6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.
7. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms

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

8. LATE BIDS & MODIFICATION OF BIDS: Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:

- a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
- b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
- c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
- d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. WITHDRAWAL OF BIDS:

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

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

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.

- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.
- 10. ERRORS IN BIDS:** When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.
- 11. IDENTIFICATION ON BID ENVELOPE:** All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:
- a. Addressed as indicated on page 1 of the solicitation;
 - b. Solicitation number;
 - c. Title;
 - d. Bid due date and time;
 - e. Bidder's name and complete mailing address (return address); and
 - f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.
- 12. ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

- 13. COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.
- 14. CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.
- 15. RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.
- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.

21. VIRGINIA FREEDOM OF INFORMATION ACT: As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
- b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
- c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
- d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
- e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
- f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

22. CONFLICT OF INTEREST: Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

23. OMISSIONS OR DISCREPANCIES: Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for

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

- 24. BRAND NAME OR EQUAL ITEMS:** Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.
- 25. FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.
- 26. CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

- 27. RESPONSIBLE BIDDERS:** In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:
- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;

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

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

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

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

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

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

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

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

already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.

- d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

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

CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

40. KEY PERSONNEL: For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor

shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

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

- 41. SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.
- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- 44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.
- 46. ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
- 47. PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the

provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:

- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
- b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.
- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

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

- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
 - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

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

49. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

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

51. DEFAULT: Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute

a “default” by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

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

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

- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.
- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
 - b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
 - c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.
- 54. INDEMNIFICATION:** Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.
- 55. DRUG-FREE WORKPLACE:** Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the

foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

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

58. REFERENCES TO VIRGINIA LAW: Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

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

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

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

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

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

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

the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

63. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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

65. CLAIMS PROCEDURE:

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

- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
 - e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
 - f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
 - g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.
- 66. NOTICES:** All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

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

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

- 69. INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
- 70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The

property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.

74. PACKING SLIPS OR DELIVERY TICKETS: All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

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

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

75. ADDITIONAL CHARGES: No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.

76. METHOD AND CONTAINERS: Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.



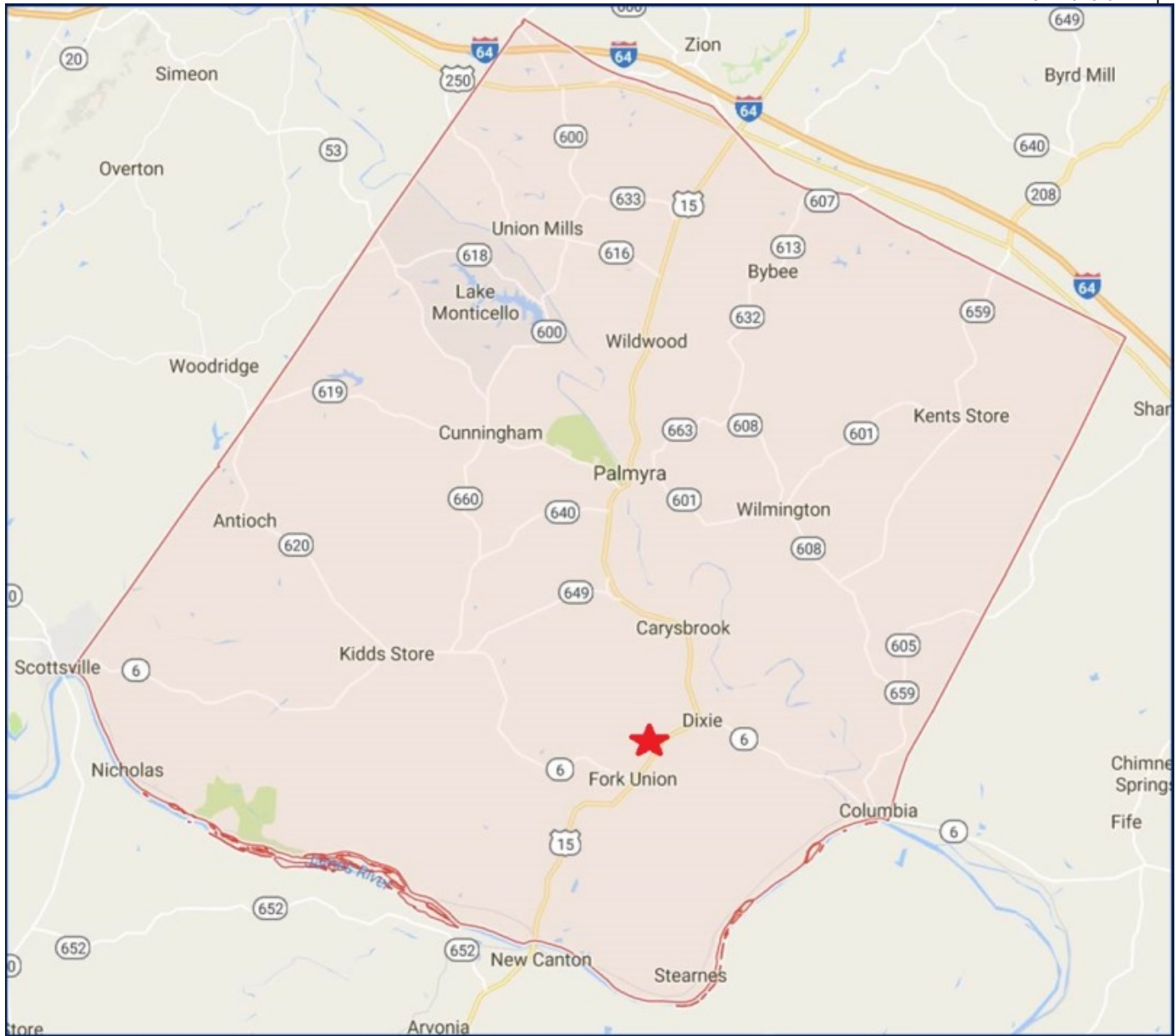
FLUVANNA COUNTY TIMBER SALE AGREEMENT

February 21, 2018



Property

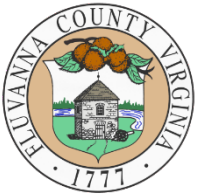






Estimates

AMOUNTS ESTIMATED BY DOWDY'S		
Pulpwood	Volume (Tons)	\$ Range/ Ton
Pine	1502	\$7.00-\$10.00
Hardwood	569	\$5.00-\$6.00
Subtotal	2071	\$13,359- \$18,434
Species	Volume (MBF)	\$ Range/ MBF
Poplar	32.2	\$250.00 -\$275.00
Red oak	61	\$250.00 -\$275.00
White oak	72.3	\$275.00 -\$300.00
Chestnut Oak	0	\$250.00 -\$250.00
Loblolly Pine	160.3	\$90.00 -\$100.00
Miscellaneous	17.9	\$200.00 -\$225.00
Subtotal:	343.7	\$61,189.50- \$67,377.50
Total		\$74,548.50- \$85,811.50



- **The sale was competitively marketed by both Dowdy's and us;**
- **DNA Logging returned the only proposal received;**
- **Offering \$88,801.00 for the rights to timber the property.**
- **Under our current contract with Dowdy's Forest & Land Management, LLC Any Timber sales that Dowdy's Facilitates will earn them 8% commission.**



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

TAB D

MEETING DATE:	February 21, 2018				
AGENDA TITLE:	FY18 BOS Contingency Budget Transfer Carysbrook Softball Field				
MOTION(s):	I move the Board of Supervisors approve a budget transfer of \$25,000 from FY18 BOS Contingency to the FY18 CIP budget for updates and repairs at the Carysbrook Softball Field.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Mary Anna Twisdale, Management Analyst Aaron Spitzer, Parks & Recreation Director				
PRESENTER(S):	Aaron Spitzer, Parks & Recreation Director Wayne Stephens, Public Works Director				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Immediate				
DISCUSSION:	<p>During the November 1, 2017 board meeting, Aaron Spitzer, Parks & Recreation Director, and Chris Fairchild, Community Representative, presented a request to repair and improve the Carysbrook Softball Field. Proposed repairs and improvements included: Lowering the infield, leveling the outfield, fencing, and brick backstop improvements.</p> <p>Mr. Fairchild presented this request for repairs and improvements in terms of a loan provided by the County, which would then be paid back to the County over a term of five years, with interest. Acknowledging the substantial commitment made to the ballpark and the County by the Fluvanna Girls' Softball League, Mr. Payne indicated that the Board has no authority to loan funds to a private entity. However, it was also noted that any citizen who wishes can make voluntary contributions to the County, may do so. Upon consensus, the Board indicated a willingness for Parks and Recreation to move forward with the proposed improvements. \$25,000 is requested from BOS Contingency for Brick Backstop and fencing for the field.</p> <p>Upon approval a FY18 CIP project will be created for the Carysbrook Softball Project.</p> <p>Current BOS Contingency budget prior to this request is \$73,638.50.</p>				
FISCAL IMPACT:	FY18 BOS Contingency will decrease by \$25,000 FY18 CIP Budget will increase by \$25,000.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

TAB E

MEETING DATE:	February 21, 2018				
AGENDA TITLE:	Tourism Strategic Plan 2018-2020				
MOTION(s):	I move the Board of Supervisors to adopt the Fluvanna County Tourism Strategic Plan, as presented.				
STRATEGIC INITIATIVE?	Yes X	No	If yes, list initiative(s):		D3
AGENDA CATEGORY:	Public Hearing	Action Matter X	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Jason Smith, Director of Community and Economic Development				
PRESENTER(S):	Jason Smith, Director of Community and Economic Development				
RECOMMENDATION:	Approve				
TIMING:	Current				
DISCUSSION:	<ul style="list-style-type: none"> • This plan was presented to the BOS on Wednesday, February 7, 2018. • Tourism spending supports goods, services, facilities and transportation along with attracting many other types of business development. • Fluvanna has distinctive assets and great potential for growth in tourism and recreation. • The goal of this strategic plan is to communicate the tourism mission, vision, goals and objectives of the County. • This strategy will be used to guide the actions and activities of all tourism stakeholders in the County. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Tourism Strategic Plan 2018-2020				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Fluvanna County

Tourism Strategic Plan 2018-2020



Officially Adopted by:
Fluvanna County Board of Supervisors
xx-xx-xxx

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Executive Summary

Tourism spending supports goods, services, facilities and transportation that benefit Fluvanna residents and the surrounding region. Tourism promotion and the quality of life improvements that tourism supports, also attract many other types of business development to Fluvanna County.

Fluvanna has distinctive assets and has great potential for growth in tourism and recreation. Fluvanna County recognizes the importance of tourism and the economic development components that enhance the quality of life for its residents. The goal of this strategic plan is to communicate the tourism mission, vision, goals and objectives of the County. This strategic plan will be used to guide the actions and activities of the Community and Economic Development Department, Pleasant Grove House Museum and Welcome Center staff and other stakeholders and partners in Fluvanna County.

Tourism Mission & Vision

Mission Statement

Fluvanna County Tourism will facilitate economic benefits through capitalizing on the natural, historical, and recreational resources that enhance visitor experiences.

Vision Statement

Fluvanna County will be recognized as a viable travel and retreat destination that maintains its small town charm, unique heritage and natural beauty.

Stakeholders, Supporters and Staff

The following plan is the result of the involvement of the members of the EDTAC (Economic Development and Tourism Advisory Council) representatives with the intention of encouraging business owners, organization leaders and other area stakeholders to have a valid interest in the future of tourism in Fluvanna County. The following individuals participated in the research and development of this plan:

Economic Development and Tourism Advisory Committee

Linda Bernick	Palmyra District Citizen Rep
Andy Sorrell	Columbia District Citizen Rep
Rudy Garcia	Global View Capital Advisors
Pamela Dempsey	Fluvanna County Chamber of Commerce
Wendy Edwards	Cunningham District Citizen Rep
Michael Feazel	Rivanna District Citizen Rep
Tricia Johnson	Fluvanna County Historical Society
Curtis Putnam	Fluvanna County Economic Development Authority
Dave Sagarin	Fork Union District Citizen Rep

Fluvanna County Staff

Jason Smith	Director of Economic and Community Development
Aaron Spitzer	Director of Parks and Recreation
Patricia Eager	Board of Supervisors

Situational Analysis

Planning participants devised a Situational Analysis of tourism to help determine the goals and objectives of this plan. The process identified current tourism assets, target customers, strengths, weaknesses, opportunities, and threats, as well as an analysis of tourism infrastructure, tourism policy, and marketing strategies.

GAP Analysis: The following are gaps identified with the Fluvanna tourism product that reflect the categories of Dining, Lodging, Retail, Special Events and Attractions.

Gaps in Dining & Restaurants:

- Businesses that stay open on Mondays
- Coffee shops, bakery, brewery, winery in the Palmyra Village area
- Night Life

Gaps in Lodging:

- No bed and breakfasts, hotel or conference center

Gaps in Retail:

- Specialty shops
- Hardware stores for fishing, hunting, rafting and boating
- Boutique-style businesses aligned with key business clusters which are attractive to visitors (i.e. recreation, artisan, apparel, nature) that are successfully operating with consistent business hours
- Hidden Artisan community

Gaps in Special Events & Attractions:

- Summer and Winter events
- Palmyra Village Holiday events
- Aquatic Center
- Sports complex with soccer, baseball and softball fields with adequate parking, lighting, and entrance/exit logistics
- Historical venue marketing
- Established businesses offering drop-in classes and other learning opportunities (i.e. pottery, painting, crafting, cooking, hands on experiences)

Situational Analysis – Premier Tourism Assets

The following is a list of the determined premier assets for Fluvanna County, which are the resources that are most likely to be featured in advertising and promotion. A complete inventory of all tourism assets has been completed and is included as Attachment A.

Within the County:

- Central location within Virginia
- Access to major transportation routes
- Historical sites (e.g. Old Stone Jail, Pleasant Grove House Museum)
- Agritourism (e.g. Two Wineries, Fruit Hill Orchard, Layz S Ranch)
- Events: Old Farm Day, County Fair
- Water recreation: three rivers along with 2 lakes
- Trails (Hike, bike & equestrian)
- Carysbrook Performing Arts Center
- US Bike 76

Within close proximity:

- Charlottesville
- World heritage sites (Monticello and UVa)
- Civil war sites (Richmond battlefields, Appomattox - Museum)
- Virginia State Capital

Relative Regional Assets:

- Monticello
- Montpelier
- James Monroe's Highland
- Monticello Wine Trail
- Shenandoah National Park
- Blue Ridge Parkway
- Appalachian trail
- US Bike 76

Situational Analysis - Target Market

Defining a target market for Fluvanna County tourism information and promotions has two primary motives. It will drive the tone and scope of materials, and it will drive the selection of media and markets for distribution.

The following target customers were identified by the stakeholders as individuals or groups that may have an interest in visiting Fluvanna County based on the review of the area assets/tourism sites:

Target Audience

- **By age:**

- Baby Boomers - Born 1946 - 1964
- Generation X - Born 1965 - 1980
- Millennials - Born 1981 - 2000 (Particularly age 21 and over - legal age to visit wineries)
- Young Families
- Retirees

- **By location:**

- Virginia
- North Carolina
- Maryland
- West Virginia
- Washington, D.C.

- **Outdoor Recreation Enthusiasts**

- Equestrian enthusiasts
- Canoes/kayakers/tubers
- Hikers
- Birders
- Photographers
- Mountain Bikers
- Golfers
- Fishermen
- Hunters

- **By Groups:**

- Monticello Visitors
- Girlfriend Getaways
- Day Trippers
- History Buffs
- Family reunions, weddings, graduations

- **By Travel Route/ Scenic Drives:**

- Monticello Visitors
- Blue Ridge Parkway Riders
- Interstate 64 Travelers
- US Bike 76
- Carters Mountain Visitors

- **By Niche/Interest**

- History buffs (Pleasant Grove House Museum & Farm Museum)
- Education Sector (students, alumni, parents)
- Visitors drawn by music
- African American interest
- Genealogical researchers
- Agritourism (wineries, breweries, farmers market, etc.)
- Green or eco-travelers
- Architects, architectural students and architectural enthusiasts (Old Stone Jail, Old Courthouse, etc.)

Situational Analysis - SWOT

The discussion and identification of SWOT - S (Strengths) W (Weaknesses) O (Opportunities) and T (Threats) - was used as a key method in developing a tourism plan for Fluvanna County. Goals, Objectives, Targets, Measures, and Initiatives were all determined later, after careful consideration of the SWOT analysis developed by EDTAC members:

Strengths

- Pleasant Grove House Museum and Welcome Center
- Unique, friendly, talented citizens
- Public Water access points: (3 along James, 1 along Hardware, 2 along Rivanna)
- Pleasant Grove Park - Athletic fields, 21 miles of multiuse biking, hiking, equestrian trails, Wildlife management area, 18 hole Disc Golf course, Picnic shelters and performance stage
- Central location, near Charlottesville, Monticello, Highland, Montpelier, etc.
- Proximity to Interstate 64, US 15, US 250, VA 6 and VA 53
- Growing winery industry (Currently have 2 with 2 more being established by 2021.)
- US Bike Route 76
- Central Virginia Sporting Clays
- Strong base of African American historical sites: Rosenwald Schools, Slave Chapel, etc.
- History and Heritage - Old Courthouse and Old Stone Jail, just 50 yards apart in the Village of Palmyra
- Camp Friendship
- Fork Union Military Academy
- Carysbrook Performing Arts Center
- Natural Assets - Scenic views, beauty, clean, natural green setting, foliage, peaceful, quiet, country, small town feel, wildlife, camping, hiking
- No Meals and Lodging tax
- Lake Monticello's championship golf course

Weaknesses

- No hotels or Bed and Breakfasts to promote overnight stays
- Lack of consistent communication with industry partners
- Limited budget
- Cultural resistance to change
- No Meals and Lodging tax (Can facilitate tourism funding and accurate record keeping)
- Need consistent wayfinding (Signage)
- No river outfitter in the County
- Limited available shopping/retail
- Poor cell phone reception in parts of the County
- Lack of cooperate advertising plan for small businesses
- Historical/tourism sites are fairly widely dispersed

- No stable funding source for investments to drive tourism
- Historical sites that do exist are only open a few hours per week, are lightly staffed and are largely un-promoted
- The only current museums in Fluvanna have only enough content for approximately 30-minute visits
- The feeling that some residents may be reluctant to encourage tourism, on the grounds that it might change the county, bring in new people or overwhelm local resources
- Nearest airport or passenger rail access is 45 minutes away

Opportunities

- Utilize specific marketing avenues both free and paid
- Partnerships to access grants and funding sources - Virginia Tourism Corporation (VTC)
- Work closer with regional tourism groups to market and promote County
- Land is available for hotels and Bed and Breakfasts
- Collaboration with Monticello Wine Trail
- Public/private partnership to maximize Pleasant Grove Park, e.g. sports tourism, equestrian events, etc.
- Farm Heritage Museum
- Work with local farmers to create a “petting zoo”/working farm, incorporating a pick-your-own/farm-to-table operation and other agritourist opportunities
- Creation of a Fluvanna Artisan Trail
- Pleasant Grove Park’s outdoor stage, e.g. music concerts, regional festivals or regular series of weekly or monthly events using the stage or other facilities
- Create app-based self-driving tour of county historical sites and attractions
- Bremo Plantation
- Architectural character of the Old Courthouse, Old Stone Jail, Bremo Slave Chapel and other locations that attract attention from UVA architecture students, professors and other interested groups
- Proximity to Monticello
- Improve public access to the Rivanna and Hardware Rivers
- Cross-country US bicycle route 76 that passes through Fluvanna
- Expansion of existing trails in into longer, more-friendly trail system for walking, horseback and/or bicycles, e.g. Virginia Capital Trail
- County has space and opportunities for additional niche restaurants and other businesses that offer activities such as kayaking, fly-fishing, paintball, etc.
- Creation of a specific tour guide to the African American historical sites
- Hollywood and Dunbar Rosenwald Schools refurbished for touring
- Village of Palmyra has an opportunity to become more pedestrian friendly, while having all historic facilities open, augmented by antique and other touristy shops, cafes, etc. Possibly host horse-drawn carriage rides. (similar to a later-era Williamsburg)
- Tourism planning

Threats

- Weather conditions
- Economy
- Fuel Prices
- Lack of tourism industry
- Funding for tourism development
- Local resistance to opportunity/change
- Continuing competition from nearby counties
- Insufficient Tourism Infrastructure (Zoning, lodging, taxes, etc.)

Strategic Path Forward

The following goals, objectives, targets and measures for the future were determined by careful review of the previous situational analysis:

- **Goal 1** - Build upon successful tourism marketing strategies and branding, e.g. tourism logo, rack card and video.
 - Development of County's brand into an accessible adventure destination.
 - Target: Summer 2018
 - Develop strong cross-promotional marketing to encourage visitors to experience sustaining clusters partnering with other local and regional tourism offices and businesses.
 - Target: 2018
 - Identify and develop additional historical interpretation(s) to be used in specific marketing materials, e.g. racks cards, website and social media.
 - Target: 2018
 - Develop agritourism networking team
 - Target: Fall 2018
 - Leverage the County's considerable outdoor recreation assets. Specifically by enhancing the Rivanna & James River experience for visitors and residents (e.g. interpret canal structures, landmarks, etc.)
 - Target: Spring 2018 using cross promotional marketing strategies previously listed.
 - Leverage Welcome/Visitor Center Opportunities - Certified Visitor Center
 - Target: 2018
 - Have fun and engage people in surprising ways.
 - Target: Daily
- **Goal 2** - Evaluate and address needs of current vs possible tourism infrastructure opportunities. (Tourism zones, infrastructure needed, grant opportunities, etc.)
 - Identify and implement consistent and streamlined signage at gateways and throughout County
 - Target: 2018
 - AirBnB, artisan and other home based businesses ordinance update to make it easier for local artists and other tourism based businesses to start and sustain success.
 - Target: Spring 2018
 - Increase Broadband access for tourism businesses
 - Target: Summer 2020
 - Explore funding sources for infrastructure needs, product development, enhancement, and marketing, e.g. LOVE initiative, etc.
 - Target: Identify, apply and secure

- **Goal 3** – Increase the Capacity of the Tourism Office
 - Conduct an organization overview to include comparisons of similar organizations.
 - Target: Fall 2018
 - Perform an analysis of staff time, personnel costs, advertising and overhead expense to recommend if more staff are needed, e.g. PT Coordinator, Partnership with Chamber, etc.
 - Target: Fall 2018
 - Earmark portion of meals and/or lodging tax collected to offset funds for tourism staff to implement tourism strategies.
 - Target: 2020

- **Goal 4** - Enhance opportunities and services for current and potential tourism businesses to encourage success.
 - Implement Tourism zone(s) to encourage tourism business development.
 - Target: 2018
 - Encourage independent web sites and social media platforms, targeted market campaigns (birding trails, agritourism, history trails, etc.) in partnership with local businesses.
 - Target: 2018
 - Increase number of marketing/development campaigns using other successful models (Upper James River Trail, Wine Trail, Nelson 151, Monticello Wine Trail, etc.)
 - Target: Spring 2019 (History Trails, Birding Trails, Wine Trails, Recreation Trails.)

Monitoring Progress

It is imperative that the plan be referenced consistently as related discussions and decisions are made. The Economic Development and Tourism Advisory Committee (EDTAC), business representatives, stakeholders, and other partners from both private and public sectors must take a leadership role in overseeing the execution of this plan. However, the Fluvanna Community and Economic Development Department is ultimately responsible for administrating this program.

The initiatives of this plan were determined after careful consideration during the planning process and will serve as reference when gauging plan implementation performance. Fluvanna County staff shall develop an annual work plan that will ensure that all initiatives are reached. To encourage progress toward the established targets, this plan should be reviewed by County leadership and the EDTAC on a consistent basis. Upon review, any adjustments that need to be made to this plan will be considered. Once a majority of the targets have been met or three years has passed, a new/updated plan will be developed.

Summary

Using this plan as guidance, Fluvanna County is expected to make significant progress toward the development of tourism activity. Local Government support and stakeholder participation are required for this plan to be successful. Future assistance and contributions from various members of the tourism organizations, businesses, civic groups, and other interested partners will also be vital for continued success.

Appendix

Terms & Definitions

Cultural heritage tourism: A type of tourism in which visitors travel to a place to experience the stories and people of the past and present. This can include historic, cultural, and natural resources.

Goals: Broad statements of measurable outcomes to be achieved on behalf of customers.

Initiatives/Tasks: Specific programs, strategies and activities that will help you meet your performance targets.

Measures: Meaningful indicators that assess progress towards accomplishment of goals and objectives.

Mission Statement: Statement of purpose; fundamental reason for an organization's/tourism effort existence.

Objective: Statements of what you must do well or barriers that you must overcome to achieve a specific goal.

Opportunities: Factors or situations that exist beyond your organization that may have a favorable effect on it.

Strengths: Resources or capabilities that can be used to accomplish your mission.

Target: The numerical value of the performance measure you hope to achieve

Target Customers/Tourists: Any person, group or organization receiving that will utilize your tourism related product(s) and/or service(s).

Threats: Factors or situations that exist beyond your organization that can negatively affect it

Tourism Assets: Any tourism related product, attraction, site, or promotional effort that is of interest to target customers/tourists.

Vision Statement: A word picture of the future that the organization/tourism effort intends ultimately to become or to influence.

Weaknesses: Deficiencies in resources or capabilities that hinder your ability to be successful.

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

TAB F

MEETING DATE:	February 21, 2018				
AGENDA TITLE:	2018-2019 Strategic Initiatives				
MOTION(s):	I move to approve the Fluvanna County's 2018-19 Strategic Initiatives Plan, as presented.				
STRATEGIC INITIATIVE?	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:	Approval				
TIMING:	Routine				
DISCUSSION:	To adopt Strategic Initiatives for 2018-19; provides direction to BOS, staff, Boards and commissions, and the public regarding key areas for focus.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	2018-2019 Strategic Initiatives				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

2018-19 STRATEGIC INITIATIVES PLAN – FLUVANNA COUNTY

Updated: February 8, 2018

Impact, Time, & Cost Key: **H**igh – **M**edium – **L**ow

#	STRATEGIC INITIATIVE / Action Item	CHAMPION Staff Dept	STATUS / NOTES	Impact	Time	Cost	FINISH DATE
A	SERVICE DELIVERY	EAGER					
A1	Work with FRA to identify support options for Fire and Rescue volunteers.	EMC; FRA; COAD	EMC working to put together an actual committee for this; Chief Constantino is looking into things; we want to have solid recommendations within 6 months.	L	M	H	Aug 2018
A2	Continue to research and evaluate county-wide broadband expansion opportunities.	C&ED	Prelim CVEC Report to BOS Mar 2, 2018	H	M	H	2018
A3	Hold review meeting on ordinance enforcement (trash, buildings, vehicles) with Health Dept., Planning, Building Inspections, Public Works, and County Attorney.	COAD	Scheduled for Feb 15, 2018.	M	L	L	Mar 2018
A4	Perform strategic review of existing and needed partnerships with local area support and other non-profit groups. (Needed? Effective? Consolidate resource contributions?)	P&R; Finance	Include DSS, Sheriff, and other key departments in preliminary discussion.	M	L	L	Jun 2018
A5	Improve partnership with the school system for shared use of county and school owned facilities.	P&R	Will set up a meeting with Mr. Winkler/Scott Morris to discuss possibilities of expanding; we currently use 3 school gyms for our programs during the winter months.	M	L	L	Sep 2018
A6	Identify and assess resident concerns about roadway and public safety issues, and coordinate with VDOT for appropriate actions.	PW	Reach out to school bus and JAUNT drivers	M	M	L	Jul 2018
A7	Initiate comprehensive review of the Hwy 53 corridor from Lake Monticello Road to Ruritan Lake Road (e.g., Safety improvements at LM Monish Gate; 3-way stoplight at Food Lion; sight improvement at Ruritan Lake Road and Hwy 53; etc.)	PW		M	M	M	Dec 2018

#	STRATEGIC INITIATIVE / Action Item	CHAMPION Staff Dept	STATUS / NOTES	Impact	Time	Cost	FINISH DATE
A8							
B	COMMUNICATION	BOOKER					
B1	Assess options to communicate more efficiently, effectively, and economically with Fluvanna residents.	Staff	On-going; Website and FAN updated; created 2016 Report to Citizens; multiple town hall meetings about projects.	M	M	L	Dec 2018
B2	Marketing campaign to let residents know about accomplishments and where their tax dollars go.	Staff		L	M	L	2018
B3	Meet with local Pastors to discuss effective communications and community support.	COAD		M	M	L	2018
B4	Promote tax due dates, public hearings, etc., in FAN Mail.	Clerk		L	L	L	Apr 2018
B5	Expand County Website to receive, answer, and post questions from residents.	IT; COAD	Under review	L	M	L	Dec 2018
B6	Hold an Elected Official's Breakfast for our State Representatives in Fall of 2018	C&ED		M	L	L	Sep 2018
B7	Hold an Elected Official's Breakfast for our State Representatives in Fall of 2019	C&ED		M	L	L	Sep 2019
B8	Conduct 2019 Fluvanna County Residents Survey and analyze results.	COAD	What add'l questions to ask?	M	L	L	Apr 2019
B9							
C	PROJECT MANAGEMENT	SHERIDAN					
C1	Continue Columbia area renewal efforts including improved enforcement of County/State codes and Health Department regulations.	P&Z; BI		H	M	L	2019

#	STRATEGIC INITIATIVE / Action Item	CHAMPION Staff Dept	STATUS / NOTES	Impact	Time	Cost	FINISH DATE
C2	Complete a Master Water and Sewer (Plan Phase I) to identify sources for the county's long-term water needs; particularly for each of its community planning areas.	PW		M	M	H	2018
C3	Incorporate well-drilling logs provided by the Fluvanna Health Dept. into the county's geographic information system (GIS).	Planning; PW		M	M	M	2019
C4	Create master report and marketing plan regarding County tower assets and rental options.	C&ED; Finance		M	L	L	May 2018
C5	Investigate the use of Overlay Zones for the Zion Crossroads Community Planning Area to support economic development.	C&ED; PZA	Underway	M	M	L	Jun 2018
C6	Create a County-wide overlay map showing utilities and other key features that support business growth and development.	C&ED; PZ PW	Under development	M	M	M	Jul 2018
C7	Review and pursue opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.	PW; Finance; C&ED	Working with VDOT to see if grant funding can be secured. Community Meeting held Jan 11, 2018, to discuss traffic flow and other options.	M	M	M	2019
C8	Successfully oversee and manage Fluvanna County aspects of the James River Water Project.	Water Team	Ongoing	H	M	H	2019
C9	Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.	Water Team	Ongoing	H	M	H	2019
C10	Pursue Phase II of Fork Union streetscape project.	C&ED		M	M	M	2019
C11							
D	ECONOMIC DEVELOPMENT AND TOURISM	O'BRIEN					
D1	Draft and adopt a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.	C&ED; P&R	Tourism Strategic plan in progress and then updated the economic development strategy will begin in Spring of 2018.	M	M	M	2018

#	STRATEGIC INITIATIVE / Action Item	CHAMPION Staff Dept	STATUS / NOTES	Impact	Time	Cost	FINISH DATE
D2	Develop a "This is Fluvanna County" video message to be shared with county citizens and businesses as well as use with county economic development initiatives.	C&ED; P&R	Will begin this project fall of 2017	L	M	L	Jul 2018
D3	Coordinate development activity at Fluvanna's northern border with Louisa County, including possible natural gas line along 250 and discussing "shared" parcels.	C&ED; P&Z; COR		M	M	L	2019
D4	Conduct 2018 local Business Climate Survey and analyze results.	C&ED; COAD		M	L	L	Sep 2018
D5	Hold an Economic Development Discussion Forum for local businesses with planning, zoning, building inspections, infrastructure components.	C&ED		M	L	L	Aug 2018
D6	Investigate and pursue with State offices the installation of select Boat Ramps along the Rivanna and James Rivers to support additional recreational and tourism opportunities.	C&ED P&R	Currently working on with Jason Smith.	M	M	L	2019
D7	Investigate opportunities for park expansion or Rivanna River access points to support expanded recreational activities	P&R	Will contact VDGIF for assistance starting.	M	M	L	2019
D8	Investigate allowing large lot subdivisions in A-1 as alternative to current cluster subdivisions. (Amend the zoning and subdivision ordinances to allow for varying lot sizes, from small clustered lots to large parcels suitable for continued farming and rural living.)			L	L	L	Jul 2018
D9	Review higher density options between PDA and R4.	P&Z		L	L	L	Sep 2018
D10	Review options, pros, cons, costs, etc., of creating a "teaching farm" at PG Park,	P&R; C&ED; FCPS		M	M	H	2019
D11							
E	FINANCIAL STEWARDSHIP AND EFFICIENCY	WEAVER					

#	STRATEGIC INITIATIVE / Action Item	CHAMPION Staff Dept	STATUS / NOTES	Impact	Time	Cost	FINISH DATE
E1	Review local business license/registration options and pros/cons.	Finance; C&ED					Apr 2018
E2	Reduce the County's reliance on creating and mailing paper checks for payments and implement expanded ACH/EFT transaction options.	Treasurer; Finance; IT	Underway	M	M	L	Sep 2018
E3	Create monthly Treasurer's Report for BOS Package and quarterly in-person briefing on the data.	Treasurer	Numerous samples collected; options under review.	M	L	L	Jul 2018
E4	Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.	Treasurer; Finance		M	L	L	2018
E5	Expand Fluvanna County Website Data Dashboard with key metrics.	Clerk; COAD		L	M	L	Dec 2018
E6	Implement easy to access electronic format code of ordinances (MuniCode or similar).	Clerk; COAD	Pending BOS Budget approval.	M	L	L	May 2018
E7							

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

TAB G

MEETING DATE:	February 21, 2018				
AGENDA TITLE:	Appointment/Reappointment to the Jefferson Area Board for Ageing (JABA) Board of Directors				
MOTION(s):	I move to appoint/reappoint _____ to the Jefferson Area Board for Aging (JABA) Board of Directors, with a term to begin March 1, 2018 and to terminate February 29, 2020.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk for the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	<p>Applicants who have shown an interest in this position are:</p> <ul style="list-style-type: none"> • Mozell H. Booker, currently serving on the JABA Board 				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

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

TAB H

MEETING DATE:	February 21, 2018				
AGENDA TITLE:	Kent Store ARC Building - Repairs and Maintenance				
MOTION(s):	I move to allocate \$30,000 from the FY18 Board Contingency Fund to provide partial funding for necessary improvements to the Kents Store ARC Building so that it will remain viable as a County polling precinct and a Parks & Recreation programs location.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Wayne Stephens, Director of Public Works				
PRESENTER(S):	Wayne Stephens, Director of Public Works				
RECOMMENDATION:	Provide funding for improvements in exchange for periodic no-fee use of the building by the County as agreed by the County and the Kent Store ARC.				
TIMING:	Immediate – Certain improvements are needed prior to June Primary Elections				
DISCUSSION:	The Kent Store ARC building is currently the designated voting location for the Columbia District/Precinct. Additionally, the County Department of Parks & Recreation uses the building several times a month for senior citizen programs. Although structurally sound, the building is in relatively poor shape and in need of some immediate repairs in order for it to remain viable for either of the aforementioned activities. It is estimated that the cost of urgently needed repairs is slightly less than \$70,000. Additional, less-critical improvements to be performed in the future costing around \$35,000. The Kent Store ARC is asking that the County contribute \$30,000 towards the initial, urgently needed, improvements.				
FISCAL IMPACT:	Allocating these funds will result in a \$30,000 expense to the County. At current rates, the County's use of the building rent-free for future events is estimated to save approximately \$1,000 per year based on current usage. However, it is likely the County will use the building for additional P&R programs once it is in a better state of repair.				
POLICY IMPACT:	The County has provided funding to certain public-private projects in the past, when it has been deemed to be in the best interest of the County and its residents.				
LEGISLATIVE HISTORY:	Past interactions between the County and the Kent Store ARC include, but may not be limited to: 1) The ARC donated a parcel of land to the County to allow construction of the new Kent Store Fire Station. 2) The ARC and County entered in to an agreement to locate a shared sewage disposal system on ARC property. This system serves both the Kent Store Fire Station and the ARC building.				
ENCLOSURES:	Cost estimate for immediate needed improvements and future less critical improvements				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

ARC Building - Cost Estimates for Maintenance & Repairs	
Immediate Improvements - Needed in Order to Use Building	Cost Estimate
Roof (<i>Skyline Roofing - 29 ga metal</i>)	\$12,100
Gutters, downspouts, snowguards (<i>Skyline Roofing</i>)	\$1,700
Kitchen floor & kitchen remodel (w/o new appliances)	\$6,000
HVAC (<i>Cii - 2, 2.5 Ton Units</i>)	\$25,000
Interior Lighting & Elec. Service Upgrade (<i>Rafaly Electric</i>)	\$8,000
Rebuild Handicap Ramp	\$2,500
Outdoor lighting	\$2,500
Mold Remediation & Testing in Crawl Space	\$8,500
Total Estimated Costs for Immediate Needs	\$66,300

Future Improvements - Needed, but Not Critical	Cost Estimate
Back-up Power Capability (<i>Rafaly Electric</i>)	\$12,500
Wall repairs & paint	\$7,500
Replace Kitchen window	\$1,000
New Doors	\$2,500
Refinish wood floors (<i>Sikman Floors</i>)	\$3,000
New Ceilings (<i>Commonwealth Interiors</i>)	\$6,500
Total Estimated Costs for Additional Items	\$33,000

GRAND TOTAL Estimated Costs for All Repairs	\$99,300
Updated 02/15/2018	

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

TAB I

MEETING DATE:	February 7, 2018				
AGENDA TITLE:	VDOT Quarterly Report				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Wayne Stephens, Public Works Director / County Engineer				
PRESENTER(S):	Alan Saunders, VDOT Residency Administrator				
RECOMMENDATION:	Information Only				
TIMING:	Routine				
DISCUSSION:	Quarterly VDOT update.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	VDOT Monthly Report				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**Culpeper District, Louisa Residency
Fluvanna County Monthly Report: February 2018**

Fluvanna Mileage, Structures

PRIMARY MILES	SECONDARY MILES	STRUCTURES	TOTAL MILES
102.34	598.62	75	700.96

Fatal Accidents

DATE	LOCATION	ALCOHOL	RESTRAINT
01/23/2017	Route 15 (North of RTE 656 Brems Rd (3 fatalities))	No	Yes
07/17/2017	Route 15 (0.1-MI from RTE 644)	Yes	No
10/23/2017	Route 659, North of Venable Road (Pedestrian)	No	N/A
12/06/2017	Route 659 (Near Perkins Rd; Rte. 623)	No	Yes

[Link to SmartScale information](#)

[Link to SmartScale Projects \(Filter for Fluvanna Co. Projects\)](#)



Projects In Development: Preliminary Engineering

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Route 629 Deep Creek Road– Bridge Replacement (UPC:104848)	Public Hearing (DEC 2017)	Advertisement and Construction	OCT 2018
Route 53 Safety improvements at Route 618, Roundabout, (UPC:96938)	Public Hearing (JUN 2017)	Authorize ROW (JUN 2018)	Anticipated late 2019
Route 680 – Rural Rustic (UPC:107558)	Adopted SSYP	Authorize PE (Anticipated 2020 based on SSYP)	----
Route 600-618 Intersection Improvements (UPC 111739)	Adopted SSYP	Authorize PE/Scoping (JAN 2018)	2022
Route 53 Safety Improvements HSIP Project Rumble Strips (UPC:106955)	-----	Rumble Strips planned Spring 2018, also evaluating curve/signage/sight distance improvements for CSOI	----

Projects Under Construction

Road Projects:

PROJECT	LAST MILESTONE	NEXT MILESTONE	STATUS
None	----	----	----

Bridge Projects:

PROJECT	LAST MILESTONE	NEXT MILESTONE	STATUS
Route 15 Over Carys Creek, Deck Repair and Roadside Drainage Improvements (UPC: 109133)	Construction Complete	----	Complete
Route 623 (Perkins Rd) Bridge Replacement	Begin Construction (NOV 2017)	Completion (MAR 2018)	Under Construction
Route 759 Bridge Replacement	--	Project Scope	----

Additional Road Projects:

- **On-Call Pipe Replacements** (UPC 106020)
- **District Wide Guardrail Repair and/or Replacement** (UPC 106849)
- **District Wide ADA Compliance** (UPC 108027)
- **On-Call District Wide Pavement Marking** (UPC 108282)
- **Route 06, Rumble-stripes** (VDOT installing rumble-stripes on all County primary routes and high-volume secondaries)

State-Force and District-Wide Bridge Projects:

- **District Wide Bridge Deck Cleaning and Washing** (UPC 105980) ;
- **District Wide Bridge Maintenance** (UPC 105979);
- **Route 623 over Venable Creek**, closed November 13th and remained closed through late Spring 2018;

Resurfacing Projects

[Link to Pavement Resurfacing Map \(Select "MAINTENANCE & CONSTRUCTION"\)](#)

Fluvanna County Resurfacing					
Plant Mix			Surface Treatment		
Schedule	Miles	Cost/Estimate	Schedule	Miles	Cost/Estimate
2017	6.76	\$ 1,093,410.60	2017	52.29	\$ 587K
2018	6.38	\$ 1,015,295.62	2018	73.86	\$ 847K

Traffic Engineering

Studies Under Review:

- Route 600 (S. Boston Road) between Route 618 and Slice/Abbey: VDOT Traffic Engineers performed site-visit on 12/21/17 with Cpt. Wells, FCSO to review recent crash patterns and traffic concerns. VDOT evaluating existing signage, continues to add additional curve warning signs, improve pavement markings, and plans to add rumble-strips along the entire length of RTE 600 in 2018;
- Route 616, Union Mills Rd: VDOT received a request to evaluate the safety of the passing zone near S. Keswick Dr. (ongoing);

Completed Studies:

- Route 652, Academy Rd: VDOT met with FUMA President Rear Adm. Burhoe to review safety concerns along Route 652 and proposed capital improvements around the campus. We will continue to research potential safety improvements as student/pedestrian traffic increases and support transportation elements of FUMA's development plans as we receive them;
- Route 620, Rolling Rd: VDOT replaced existing chevrons with new signs, replaced missing chevrons with new signs, and installed additional curve warning signage to improve safety at this location. In addition, VDOT plans to install rumble-strips and refresh pavement markings along Route 620 in early 2018;
- Route 683, Rockfish Run Rd: VDOT repaired (and shifted) existing intersection signage and plans to install rumble stripes along the length of the Route 06 corridor, the rumble strips will further delineate the curve and pavement markings at this location;
- Route 637/773 (The Crossroad): VDOT traffic engineers performed a speed study to determine the sufficiency of the existing 45-MPH speed limit. Engineers noted that the 85th percentile of traffic traveling this section of roadway was traveling approximately 8 – 13-MPH faster than the posted limit. The average speed as recorded by traffic counter was approximately 46-MPH and the 10 mile pace speed was shown to be an average of 45-MPH. Two accidents were recorded in the proximity; however, speed was not shown to be a factor in either of these accidents according to reports filed by law enforcement. The current posted speed of 45-MPH was determined to be appropriate due to reasonable compliance, low crash volumes and posted speed on surrounding routes;

County Safety and Operational Improvements:

- Route 600 (S. Boston Rd.), Slice Rd/Abbey Rd. intersection: VDOT installing Crosswalk, Sidewalk, ADA Ramps, Pedestrian safety improvements. Sidewalk installation is complete. Traffic Engineering scheduling signal and pedestrian devices, the crosswalks will follow after the new signals are installed (anticipated late Spring);
- Village of Palmyra Traffic Circle: County hosted a community meeting seeking input from area residents. Prior to finalizing pavement marking plans, the County and VDOT staff plan to simulate EMS response with proposed changes to ensure the County's largest firetrucks and response vehicles can safely navigate the proposed traffic circle. Proposed markings, signage, parking spot locations will be adjusted accordingly to accommodate EMS and local resident concerns;
- RTE 600 (S. Boston Road) at RTE 616 (Union Mills Rd) VDOT received a request to relocate Stop Bar on Route 600 to improve traffic flow. VDOT Traffic Engineers performed site-visit and identified sight-distance as a primary concern, VDOT has

surveyed the intersection and is scheduling a contractor to clear vegetation within ROW on southeast corner to improve sight-distance and re-position stop bar on S. Boston Rd.;

- Route 600 (S. Boston Road) at Route 618 (Lake Monticello Rd): VDOT is scheduling interim safety improvements (trimming and clearing) at this location prior to the full intersection reconstruction (see Projects in Development);
- Route 53 at Village Blvd: VDOT installed a stop bar at Village Blvd to help motorists identify Route 53 travel lanes (please report any additional locations where stop bars will improve safety);
- Route 53 at Route 619 (Cunningham): VDOT evaluating intersection for interim and long-term safety improvements;

Area Land Use: 8 Permits Issued

Private Entrances: 3

Utility: 4

Commercial: 1

Existing Entrance Inspections: (1)

Secondary Street Acceptance

- River Oaks – pending
- Country Creek Way, Fox Hollow – assembly sent to Central Office for final

Fluvanna County Review Status for Plans/Plats Received the Month of December 2017								
Locality	Project Name	Routes/Address	Submission Type	VDOT Contact	VDOT Received Date	Locality Due Date	VDOT Comment Date	Status
Fluvanna	Jefferson Centre Minor Subdivision	53-Thomas Jefferson Pkwy, Palmyra	Preliminary Plat Review,	Mark Wood	12/11/2017	1/24/2018		Review Underway

Maintenance Activities

VDOT crews in Palmyra and Zion Crossroads Area Headquarters responded to **296** Work Orders in FY18. The Top Five activities completed by VDOT Area Headquarter crews during the Fiscal Year:

- Dead Animal (163)
- Tree and Brush Removal (65)
- Debris Removal (28)
- Addressing Visibility Problems (21)
- Pipe/Culvert/Ditch Replace, Clean, and Repair (19)

BOS Manual:

http://www.virginia-dot.org/business/resources/local_assistance/BOSManual_2017.pdf

Alan Saunders, P.E.
 Resident Engineer
 VDOT Louisa Residency
 540-967-3710

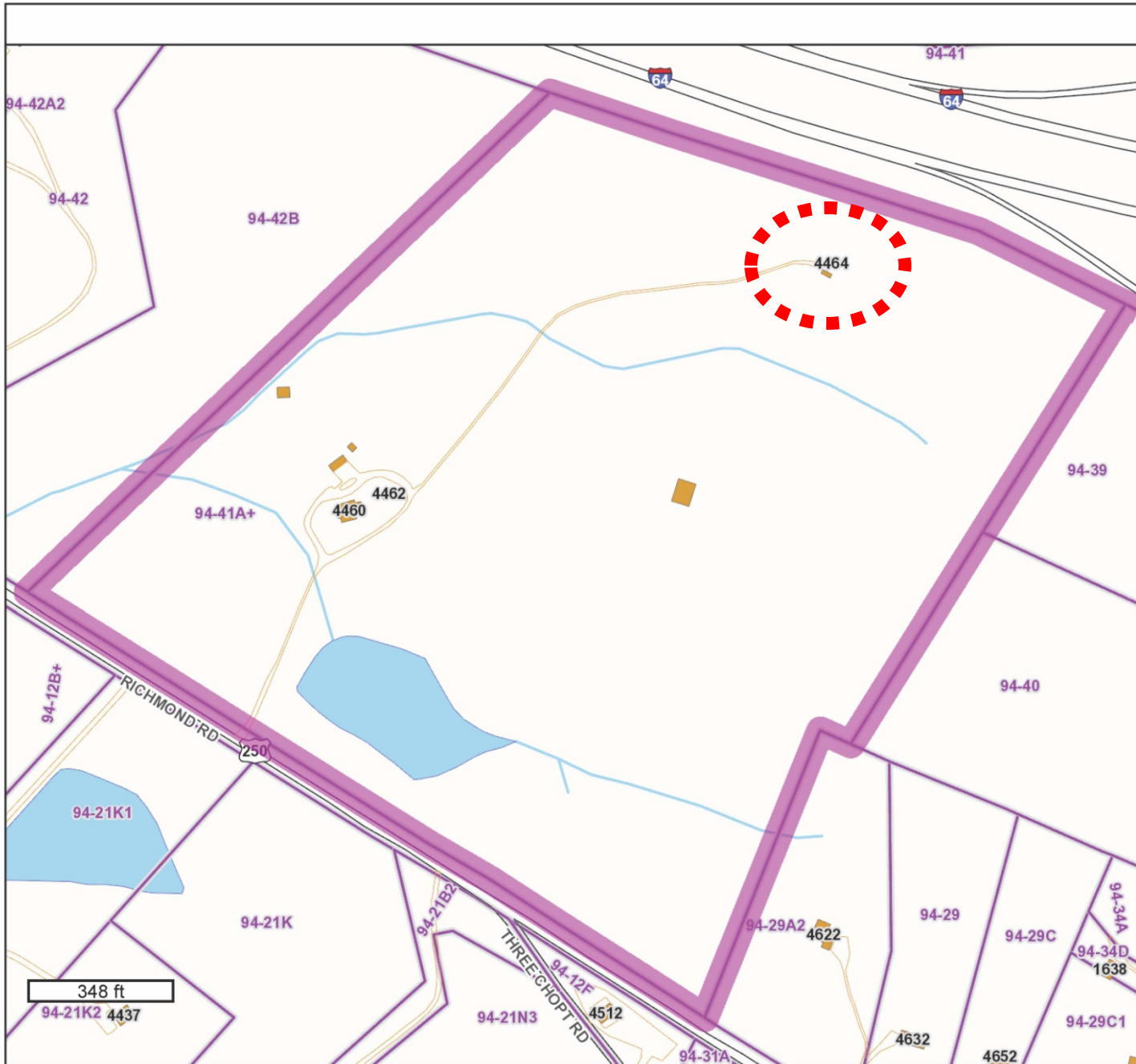
**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB J

MEETING DATE:	February 21, 2018				
AGENDA TITLE:	Request for Communications Tower Support				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	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):	Michael Winget-Hernandez, Winget-Hernandez, P.C.				
RECOMMENDATION:	Information Only				
TIMING:	Routine				
DISCUSSION:					
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX				



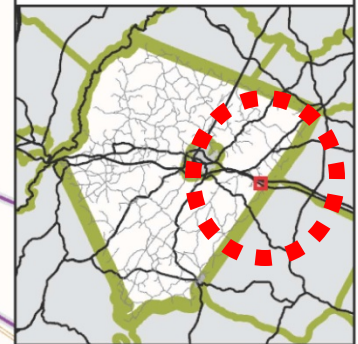
Keswick Tower
("816361")



Legend

(Note: Some items on map may not appear in legend)

- County of Interest
- ✈ AIRPORT
- 🎓 COLLEGE/UNIVERSITY
- 🏘 COMMUNITY
- 🚪 FIRE/STATION
- 🏛 GOVERNMENT
- 🏥 HOSPITAL
- 📖 LIBRARY
- 🚓 POLICE STATION
- 📮 POST OFFICE
- 🎡 RECREATION/TOURISM
- 🎓 SCHOOL
- Parcel ID: □



GIS-Web
 Geographic Data Services
www.albemarle.org
 (434) 296-5832

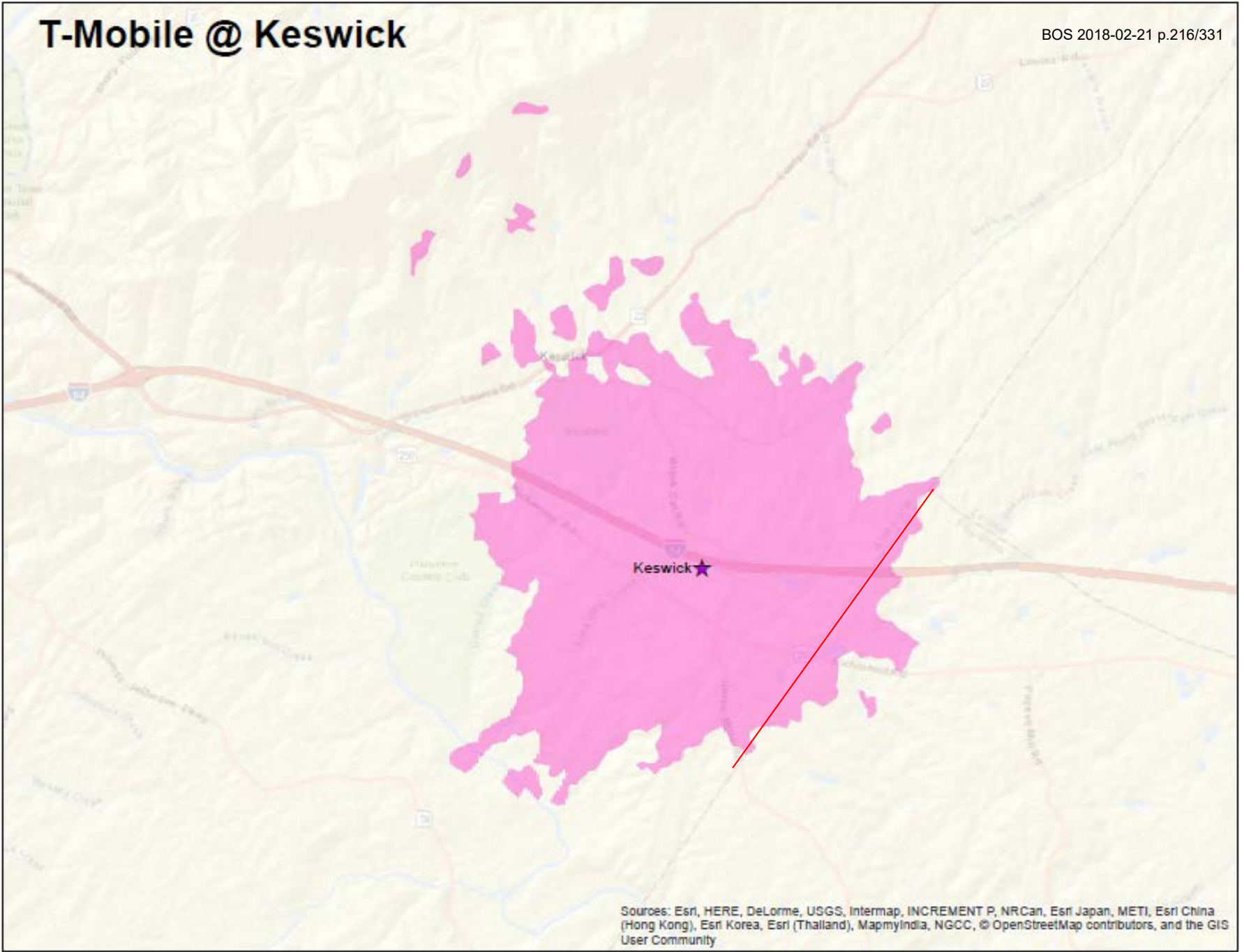






T-Mobile @ Keswick

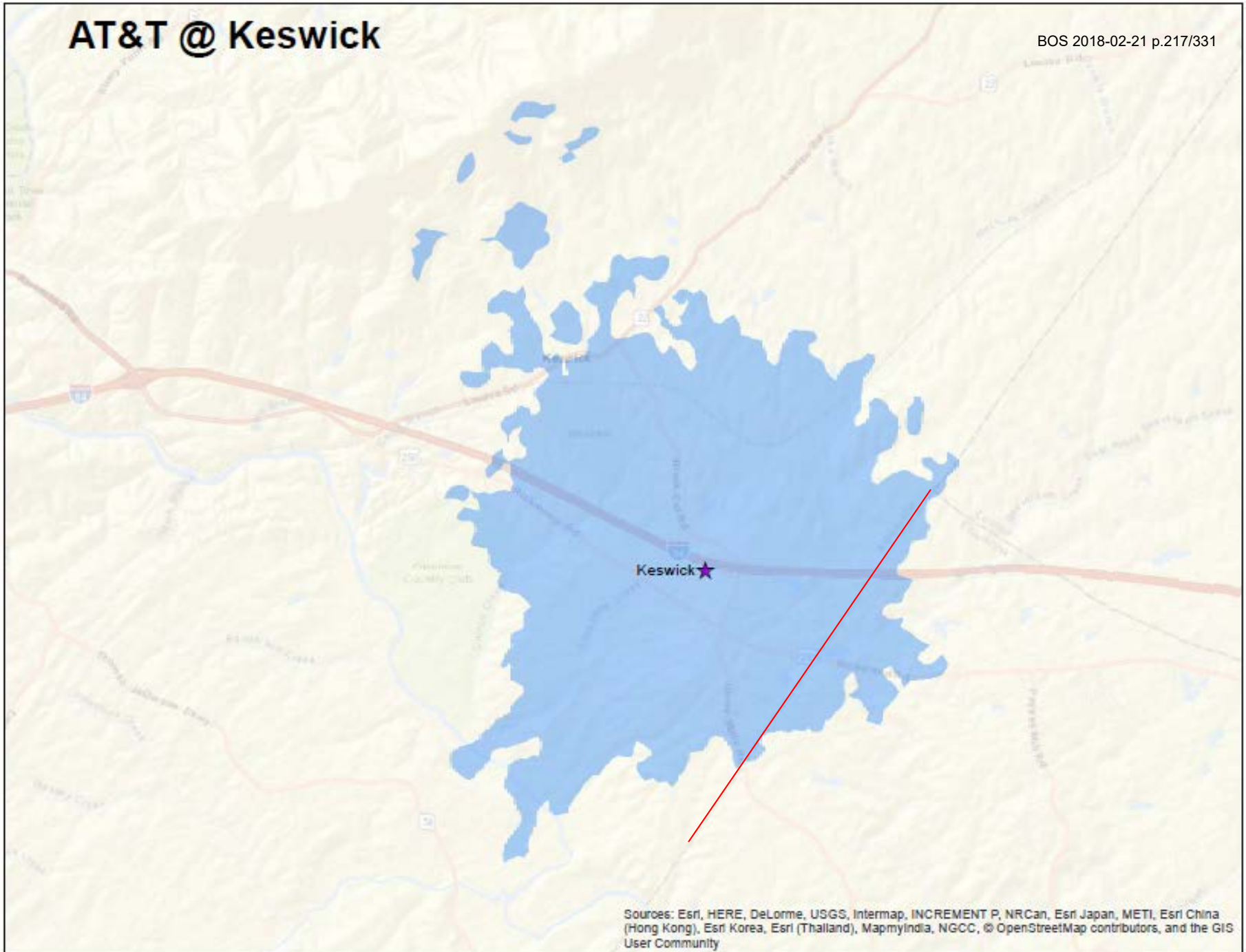
BOS 2018-02-21 p.216/331



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

AT&T @ Keswick

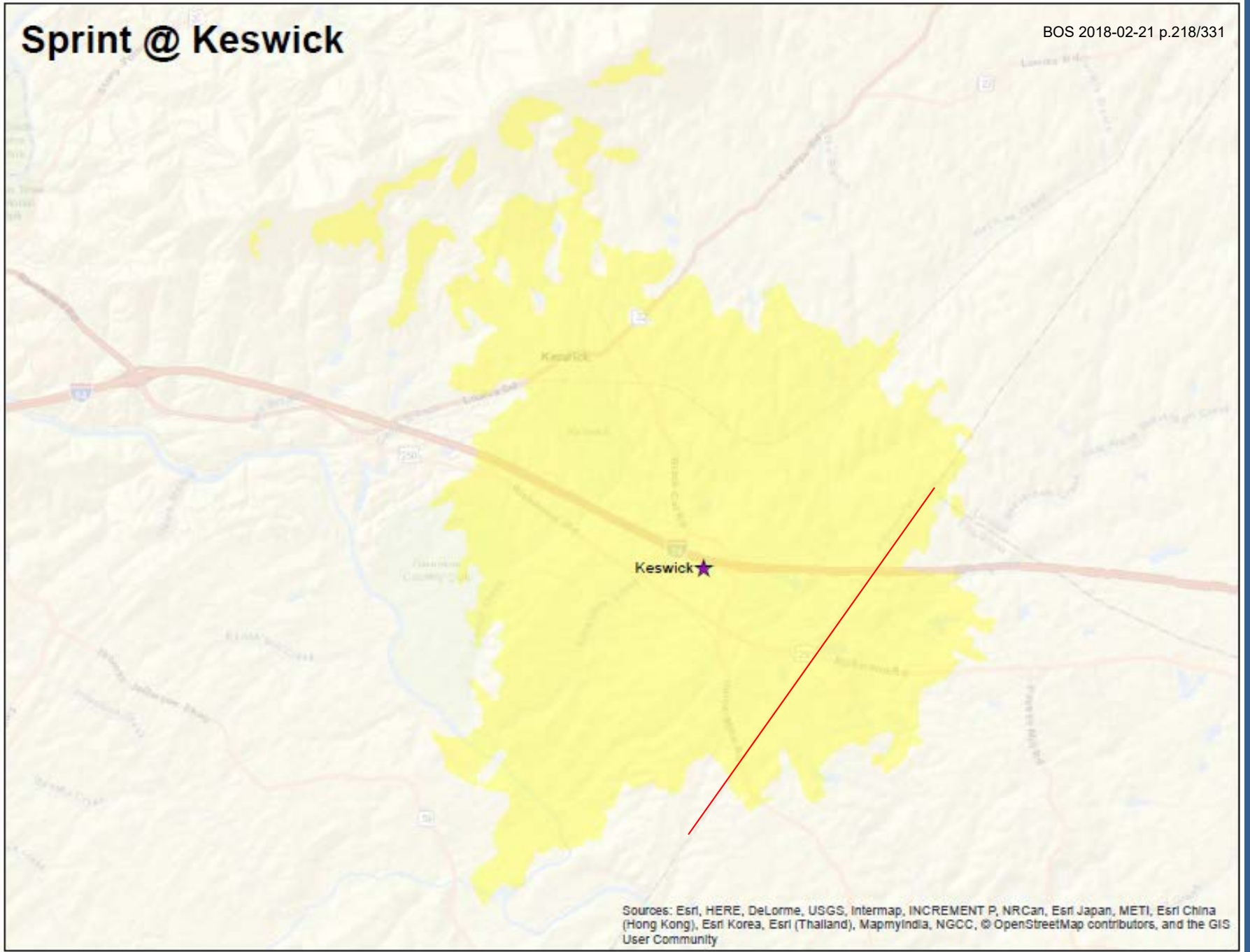
BOS 2018-02-21 p.217/331



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Sprint @ Keswick

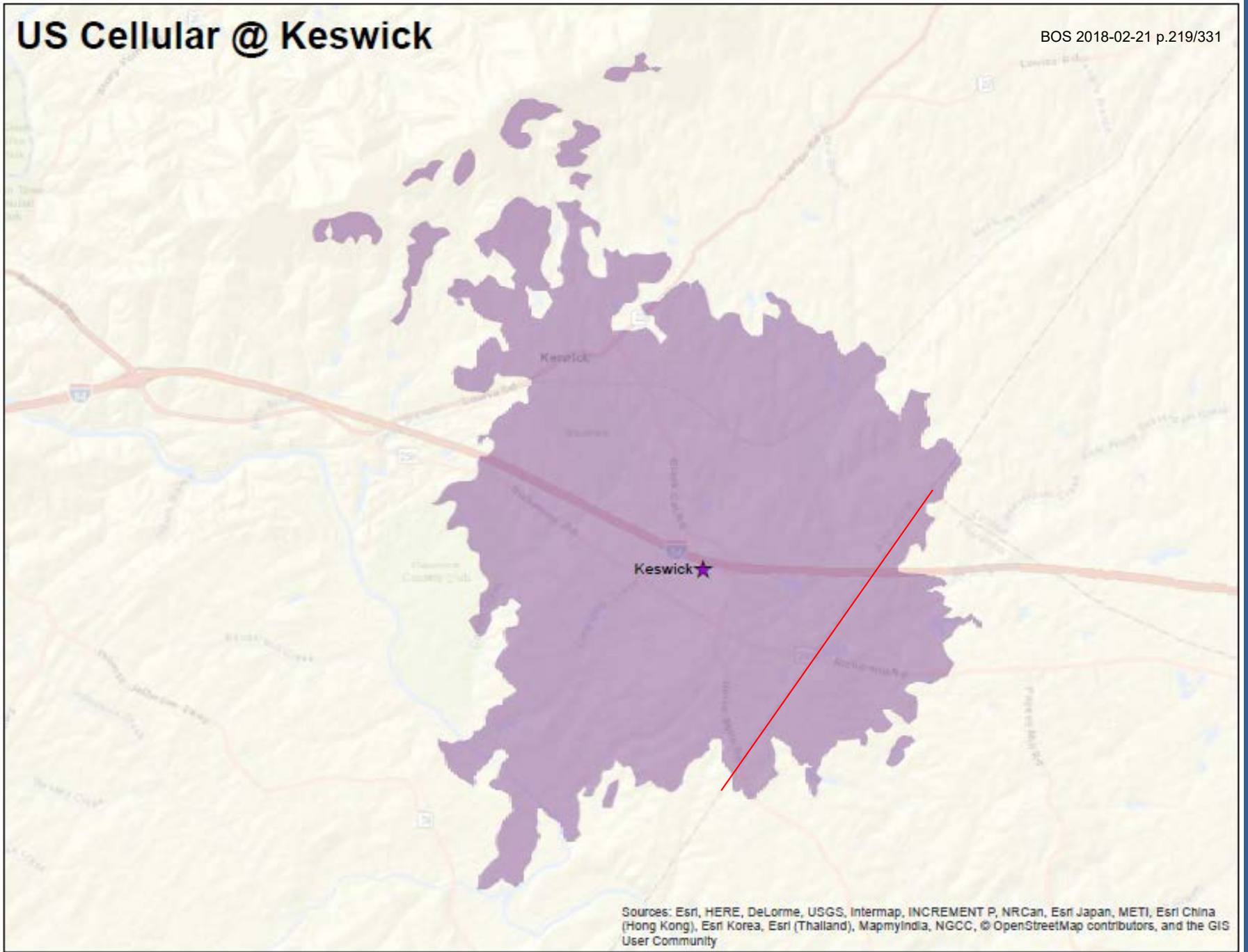
BOS 2018-02-21 p.218/331



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

US Cellular @ Keswick

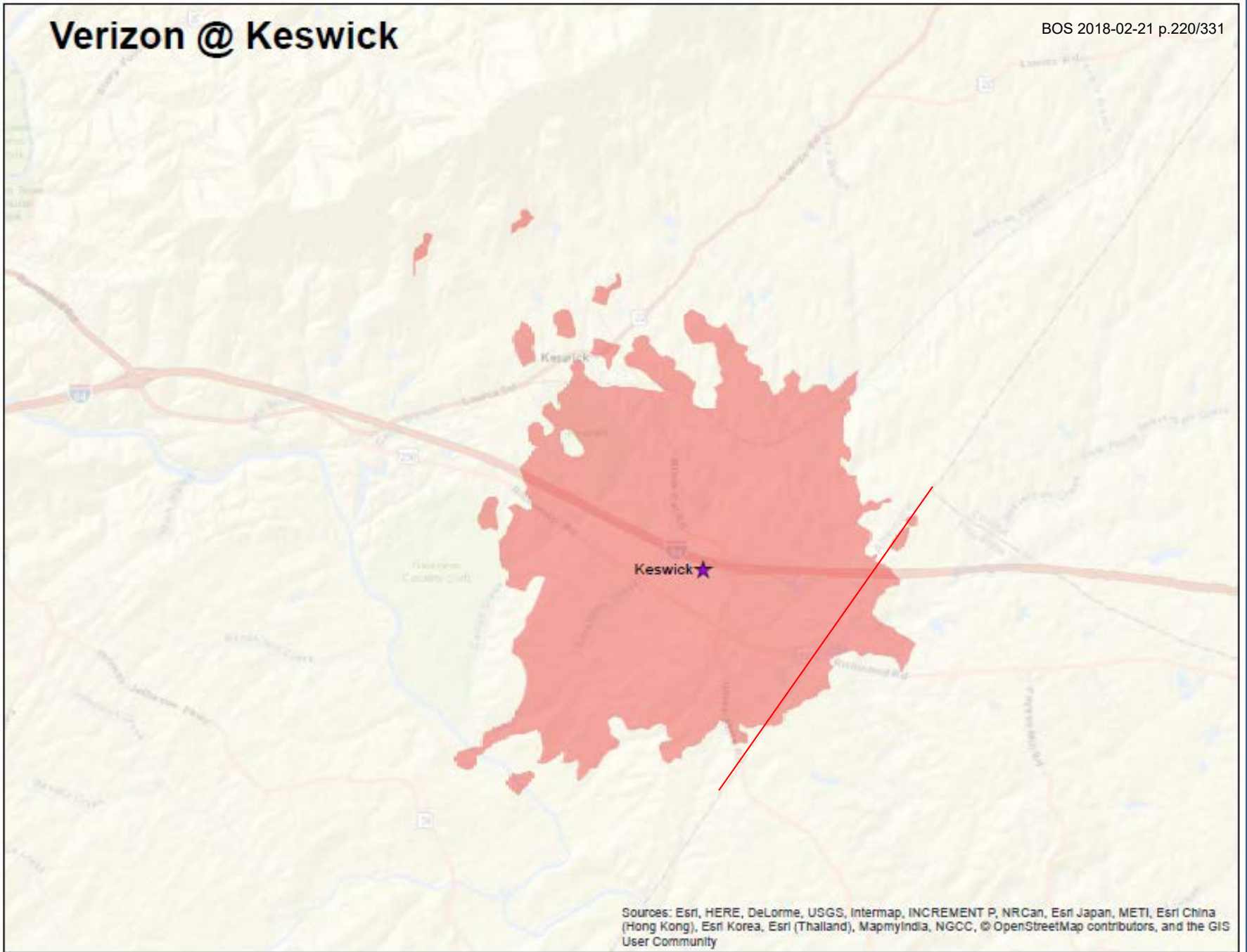
BOS 2018-02-21 p.219/331



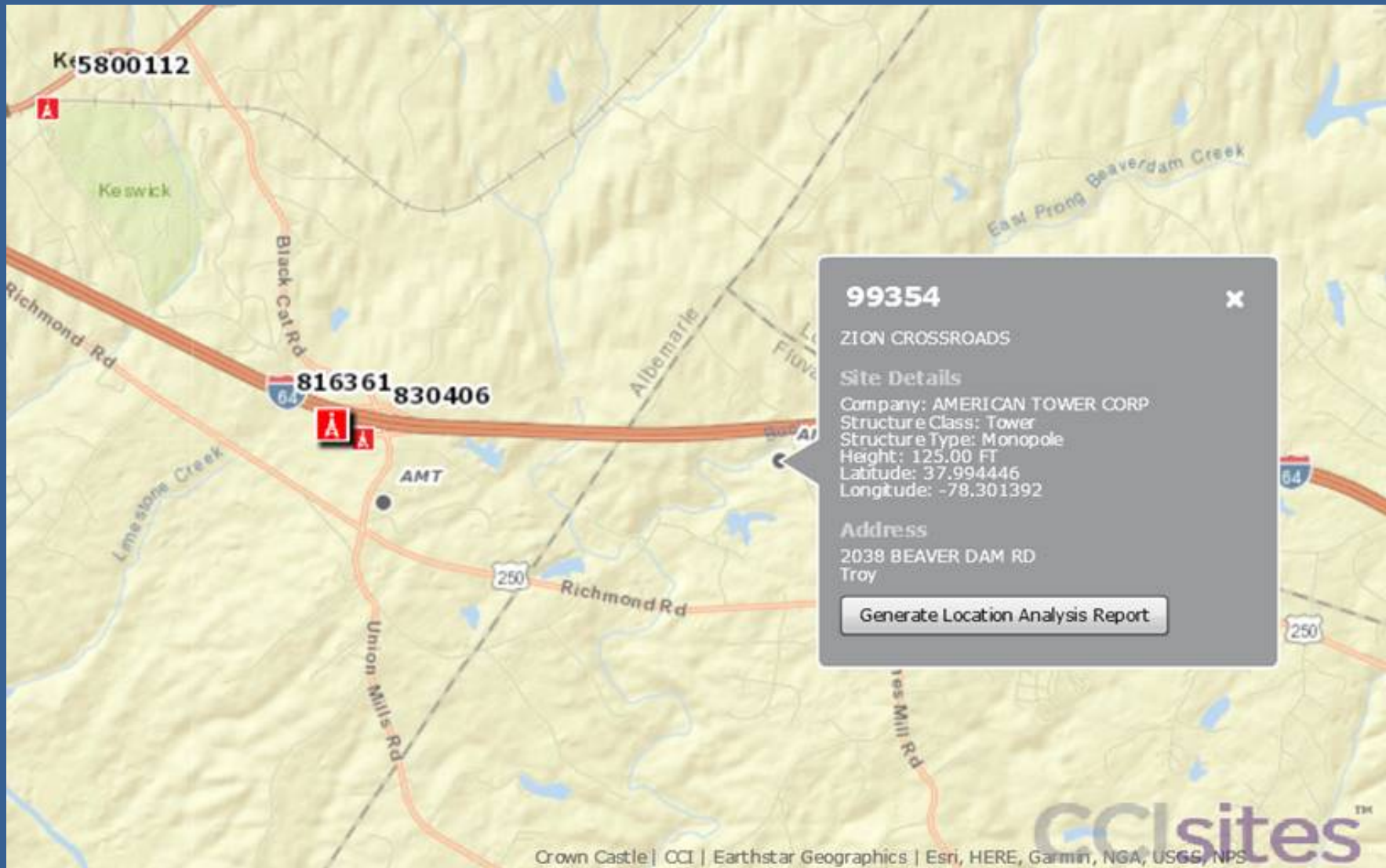
Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Verizon @ Keswick

BOS 2018-02-21 p.220/331



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community





COUNTY OF ALBEMARLE
Dept. of Planning & Community Development
401 McIntire Road
Charlottesville, Virginia 22902-4596
(804) 296-5823

September 11, 1997

Mike MacPherson
CFW Wireless
401 Spring Lane, Suite 300
Waynesboro, VA 22980

RE:SP 97-17 CFW Wireless [Boyd Tavern]
Tax Map 94, Parcel 41A

Dear Mr. MacPheerson:

The Albemarle County Board of Supervisors, at its meeting on August 20, 1997, approved the above-noted request to construct a 150' telecommunication tower and associated facilities on a portion of 79 acres zoned RA, Rural Areas and EC, Entrance Corridor Overlay District. Please

VIRGINIA PCS LEASE AGREEMENT

THIS LEASE AGREEMENT DATED THIS 1st day of September, 1997 is by and between Mrs. Johnson (the "Owner") and Virginia PCS Alliance, LLC a Virginia Company, (VA PCS), comprised of CFW Communications, R & B Communications, Buggs Island Telephone Cooperative, Hardy Communications, Inc., New Hope Telephone Cooperative, North River Telephone Cooperative, Pembroke Telephone Cooperative and Peoples Mutual Telephone Company.

The Parties Agree as follows:

I. LEASED PREMISES. The owner of the real property generally described as Raw Land off Rt. 250 in Keswick, and more particularly described on Exhibit A attached hereto (the "Property") hereby leases and grants the right to occupy and use to VA PCS certain space within the Property depicted in Exhibit B attached hereto (the "Premises") for the purposes of installing, operating, maintaining, repairing and replacing telecommunications equipment including but not limited to 6 and up to 12 panel antennas, equipment cabinets and all associated wires, cables, conduits and pipes. Owner will grant a nonexclusive easement running from the leased premises, for the duration of this lease, for the purpose of ingress and egress and for the installation of any utilities required to serve the leased premises or its improvements.

II. TERM. The initial term of the lease shall be Five (5) years ("Initial Term"), commencing the date VA PCS begins alteration of the Premises ("Commencement Date"), and shall automatically be renewed, without need of further documentation, for three (3) additional five-year terms ("Renewal Terms") unless VA PCS provides the owner notice of its intention not to renew 90 days prior to the expiration of the Initial or then Renewal Term.

facilities (telco and electric) will be coordinated and performed by VA PCS; (b) At the termination of the lease, VA PCS shall have the right to remove any and all equipment and/or improvements thereon, returning the leased premises to its original condition, normal wear and tear excepted. With consent of the owner, any equipment or improvements not removed shall become the property of the owner.

SIGNATURE PAGE

Owner: Karen S. Johnson

Signature: Karen S. Johnson

Address: 400 Roseland
Hummelstown, PA
17036

Date: 4/17/97

Virginia PCS Alliance, LLC., a Virginia Company.

By: [Signature]

Its: VP & Chief Operating Officer
CFW Wireless

Address: 1150 Shenandoah Village Dr
PO Box 1328
Waynesboro, Va 22980

Date: 9/2/97

Certificate of Acknowledgment:
 City/County of DAUPHIN
 State Of PENNA
 The foregoing instrument was
 acknowledged before me this 17th day of
APR., 1997
 by KAREN S. JOHNSON
 (name of person seeking acknowledgment)

Certificate of Acknowledgment
 City/County of Waynesboro
 Commonwealth of Virginia
 The foregoing instrument was
 acknowledged before me this 2ND day of
September, 1997
 by Walter M. Zirkle
 (name of person seeking acknowledgment)

THIS DEED OF GIFT OF EASEMENT (this "Easement"), made this 29th day of June, 2007, between KAREN S. JOHNSON, ("Grantor"); and the VIRGINIA OUTDOORS FOUNDATION, an agency of the COMMONWEALTH OF VIRGINIA, ("Grantee") (the designations "Grantor" and "Grantee" refer to the Grantor and Grantee and their respective successors and assigns), and Dennis L. Johnson, as "Additional Grantor".

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of real property situated on Route 250 and Route 64 in Albemarle County, Virginia containing in the aggregate 79.149+/- acres as further described below (the "Property"), and desires to give and convey to Grantee a perpetual conservation and open-space easement over the Property as herein set forth; and

Karen S. Johnson
Grantor

COMMONWEALTH OF Pennsylvania,
CITY/COUNTY OF Dauphin, TO WIT:

The foregoing instrument was acknowledged before me this 29th day of June, 2007, by Karen S. Johnson.

Nirginia Sassani
Notary Public

My commission expires: 06/01/2010

(SEAL)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL

(vi) the existing cellular communications tower, which shall not be enlarged or expanded, and which shall be removed from the Property at the end of the current lease but no later than 2018; and

**FIRST AMENDMENT TO VIRGINIA PCS LEASE AGREEMENT
(BU 816361)**

THIS FIRST AMENDMENT TO VIRGINIA PCS LEASE AGREEMENT. ("First Amendment") is made effective this 30th day of June, 2017, by and between KAREN S. JOHNSON, Trustee of THE DENNIS & KAREN JOHNSON JOINT TRUST AGREEMENT ("Owner"), and CROWN COMMUNICATION LLC, a Delaware limited liability company ("Crown").

WHEREAS, Karen S. Johnson ("Original Owner") and Virginia PCS Alliance, LLC, a Virginia company ("Virginia PCS"), entered into a Virginia PCS Lease Agreement dated September 1, 1997 (as amended and assigned, the "Lease," a true and correct copy of which is attached as Exhibit A for reference only), whereby Original Owner leased to Virginia PCS a portion of land being described as a 50 feet by 50 feet (2,500 square feet) portion of that property (said leased portion being the "Premises") located at 4460 Richmond Road (Tax Parcel #09400-00-00-041A0), Keswick, Albemarle County, Commonwealth of Virginia, and being further described in Book 4677, Page 210 in the Albemarle County Clerk's Office ("Clerk's Office"), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Lease; and

WHEREAS, Owner is successor in interest in the Lease to Original Owner; and

WHEREAS, Crown is successor in interest in the Lease to Virginia PCS by way of that Assignment and Assumption of Site Lease dated March 17, 2000, and recorded in Book 2243, Page 740 in the Clerk's Office; and

WHEREAS, the term of the Lease commenced on September 1, 1997, and has an original term, including all Renewal Terms (as defined in the Lease), that will expire on August 31, 2017 ("Original Term"), and Owner and Crown now desire to amend the terms of the Lease to provide for additional Renewal Terms beyond the Original Term, and to make other changes.

IV. IMPROVEMENTS. (a) At VA PCS' expense and with minimal disruption to the owner, VA PCS shall install, operate and maintain the Equipment on the Premises. In connection therewith, VA PCS shall complete all the work necessary to prepare, maintain and alter the Premises for operation of the Equipment. The design plans and construction of the site will be completed by VA PCS Alliance or its' agent, CFW Wireless. Final approval and acceptance of the design and construction shall be by Dr. Johnson. Space required for the placement of a PCS Tower & Equipment will be +/- 50' x 50'. Interconnection of facilities (telco and electric) will be coordinated and performed by VA PCS; (b) At the termination of the lease, VA PCS shall have the right to remove any and all equipment and/or improvements thereon, returning the leased premises to its original condition, normal wear and tear excepted. With consent of the owner, any equipment or improvements not removed shall become the property of the owner.

6. Section IV.(b) of the Lease is amended by (i) replacing "right" with "duty," and (ii) adding ", provided, however, that foundations shall only be removed to three (3) feet below grade" after "normal wear and tear excepted". Additionally, Crown shall be obligated, any termination provision of the Lease or this First Amendment notwithstanding, to continue to pay the prevailing rent every month during which this duty has not been fully discharged.

SUMMARY OF PROPOSED CONVERSION / DIVERSION OF OPEN SPACE

Use this area to summarize the project that necessitates the conversion / diversion of open space land. What is the nature of the project (e.g. utility, safety or transportation), who is involved in carrying out the project, and what changes will take place upon the open space property? What alternatives were considered that would avoid impacts to open space land?

This is a summary. Please use only the space provided here.

Applicant seeks to convey to VOF 12.61 acres of adjacent open land in exchange for the conversion or diversion of a 0.0573921 ac. (2500 sq. ft.) tract of land within the original 79.149 ac. easement for use as a telecommunications tower with supporting infrastructure. A telecom tower and dependencies currently exist on the conversion/diversion site which are a vital element of the current emergency services communications network in a part of Albemarle County. The conversion/diversion contemplated by this application is only necessary because the terms of the open-space easement to which the site is currently subject require the removal of the existing tower "by 2018." In anticipation of the destruction of this existing telecom site, an alternative site on an adjacent tract has been preparing to receive a new tower, but the danger inherent in the disruption of emergency communications, the economic waste entailed, and the inevitability of a similar, more conspicuous tower within feet of the existing one, obviating the objectives of its removal, bring this application squarely within VOF guidelines. Furthermore, the location of the open space land offered in mitigation will, if accepted, reduce the prospect of further adjacent development.

AUTHORIZATION

Read all of the following carefully before signing.

Applicant is a local or state government entity, or other public agency? YES (no fees apply) NO (fees do apply, see below)

Due with this application is a \$5,000 flat fee to cover VOF review. Additional fees may apply, with staff hours billed at hourly rates for each hour after the initial 30 hours. Please note that reviews of this type can take much more than 30 hours of VOF staff time. Payment of fees does not guarantee approval of a conversion / diversion request by VOF Staff or the VOF Board of Trustees.

Please make checks payable to "Virginia Outdoors Foundation" and mail with this signed application to:
VOF Finance Office, 900 South Main Street, Blacksburg, VA 24060

The review process is explained step by step in a procedure document attached to this application for easy reference.

I hereby authorize Virginia Outdoors Foundation to begin review of the information or activities I have described herein.

Applicant Signature		Date	9/7/2017
---------------------	---	------	----------



152787

Remitter: WINGET-HERNANDEZ P.C.

DATE September 07, 2017

PAY
TO THE
ORDER
OF

VIRGINIA OUTDOORS FOUNDATION

Amount \$ 10,000.00

**** Ten Thousand and 00/100****

DOLLARS

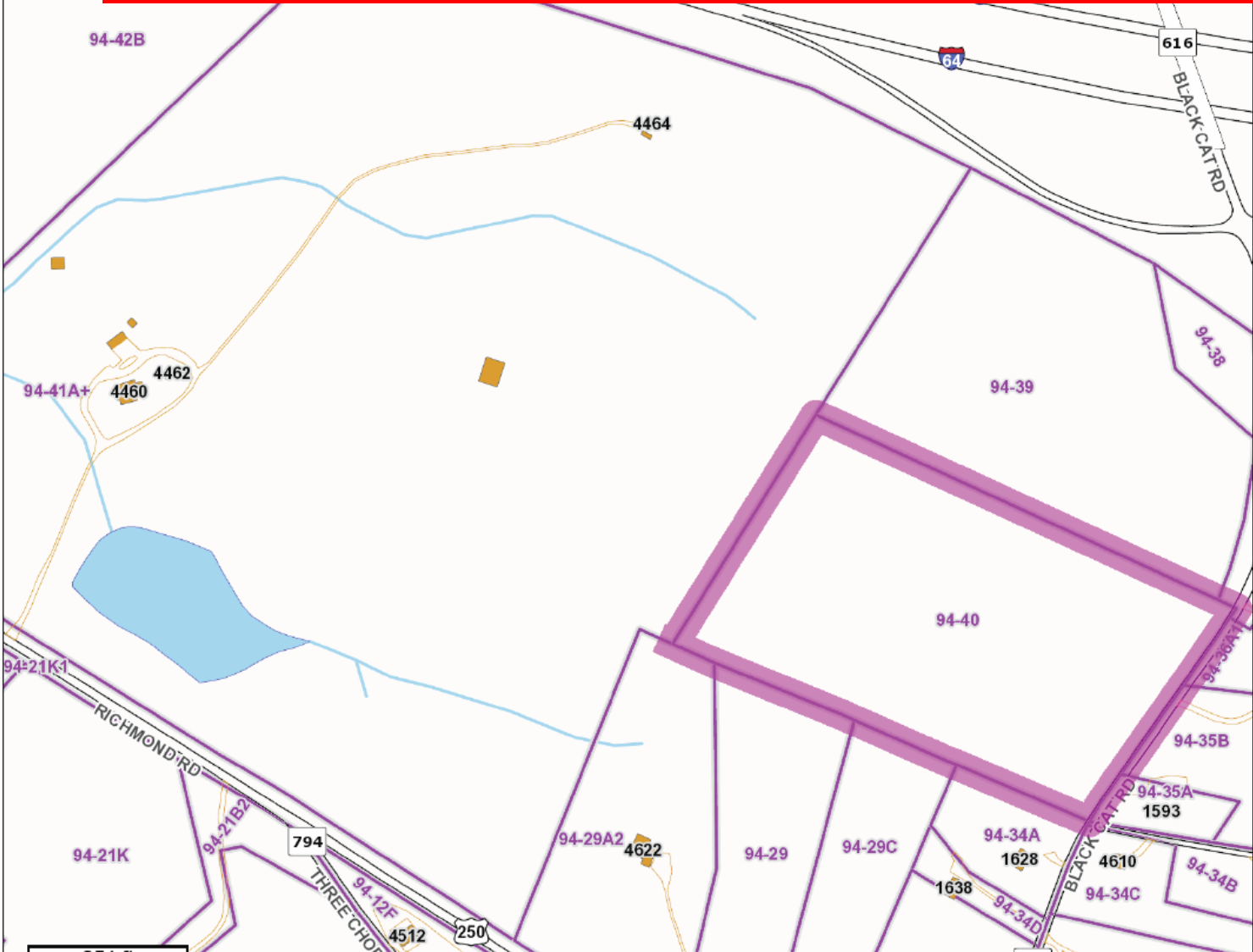
CASHIER'S CHECK

AUTHORIZED SIGNATURE

⑈ 152787 ⑈ ⑆051404037⑆ 151 000 021⑈

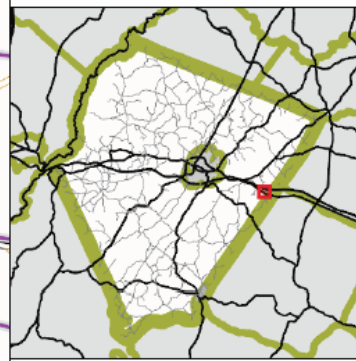
TAX PARCEL NUMBERS FOR OPEN SPACE PARCELS INVOLVED IN THE CONVERSION / DIVERSION

Tax Map # or PIN	Tax record acreage	Landowner Name	Notes (if explanation is needed)
09400-00-00-041A0	79.149 ac.	Karen S. Johnson, Trustee	Currently under open space easement.
09400-00-00-04000	12.61 ac.	Karen S. Johnson, Trustee	Proposed additional open space.



- COMMUNITY CENTER
- COMMUNITY
- FIREHOUSE STATION
- GOVERNMENT
- HOSPITAL
- LIBRARY
- POST OFFICE
- POLICE STATION
- RECREATION/TOURISM
- SCHOOL
- Parcel Info
- Parcel

(see legend)



[This link should take us to the Google Map view of the property being offered to compensate VOF for allowing the tower to remain.](#)

V. Analysis and Further Steps

Stewardship Staff has been discussing and considering the restriction for the removal of the cell tower for the better part of a decade. Staff has consistently upheld the restriction and denied all previous requests to allow the tower lease to be extended beyond 2018. However, given the scope of the request, the public need for the tower in its current location, and that VOF would not accept such a unique and impossibly enforceable restriction today, Staff determined that the proposal to maintain the cell tower did meet the criteria for submission of an application for diversion of open space land. Removing the tower would require a great amount of environmental and economic waste, and the applicant has already willingly provided the \$10,000 application fee.

Staff finds that:

- The existing tower has been in the same location and use for almost 20 years.
- The existing tower was documented during the easement acceptance process and has been an accepted part of the visual landscape.
- The existing tower is a vital part of the regional telecommunications and public safety system.
- The current tower owner and management company is a good steward of the portion of the easement property.
- The substitute land provides an almost 200:1 ratio as part of a proposed easement amendment.

Staff will provide a full summary report at a future Board meeting (potentially October 17, 2017) and a recommendation for action. We are still awaiting the following to complete our analysis:

- Letters of support from Albemarle, Fluvanna, and Louisa County's Emergency Services and/or Sherriff's Departments



Office of the Sheriff

October 16, 2017

Sheriff

Eric Hess

ehess@fluvannasheriff.com

Executive Assistant

Martha Gatlin

mgatlin@fluvannasheriff.com

Admin/Judicial/ Civil Bureau

Captain Von Hill

vhill@fluvannasheriff.com

Investigations/Operations Bureau

Captain David Wells

dwells@fluvannasheriff.com

Training/Crime Prevention Specialist

Lt. Jesse Ellis

jellis@fluvannasheriff.com

Judicial/Civil Division

Lt. Thomas Rensch

trench@fluvannasheriff.com

Patrol Div. – Shift Commander

Lt. Sean Peterson

speterson@fluvannasheriff.com

Patrol Div. – Shift Commander

Lt. Forrest Lawhorne

flawhorne@fluvannasheriff.com

Investigations Division

Sgt. Aaron Hurd

ahurd@fluvannasheriff.com

Emergency Communications Center

Director Michael Grandstaff

mgrandstaff@fluvannasheriff.com

Virginia Outdoors Foundation
ATTN: Brian Fuller
Assistant Director of Stewardship
600 East Main St., Suite 402
Richmond, VA 23219

To The Board of Trustees,

Re: 1704 Conversion Request on behalf of Karen S. Johnson -Easement # ALB-02399

The primary mission of the Fluvanna County Sheriff's Office is Law Enforcement and Emergency Communications (E911) for Fluvanna County. In 2016 we received 6483 emergency calls for service, 3463 were from wireless communication devices and 186 of those calls were dropped due to poor wireless communication's coverage.

Our current CAD system does not have the capability to generate a report that would reflect the number of E911 calls from wireless devices - that may have originated from the Keswick Tower and were rerouted to either Louisa or Albemarle Counties. We routinely work with Albemarle and Louisa Law Enforcement agencies in the Troy and Keswick communities where the Counties connect, geographically. Our Deputies are issued or use personal smart phones for communications with all E911 centers and numerous Law Enforcement Personnel.

We have reviewed the details of the 1704 Application filed on behalf of Mrs. Johnson. We are very concerned about the possibility of losing this tower location and its potential for a catastrophic impact on the safety of neighboring communities.

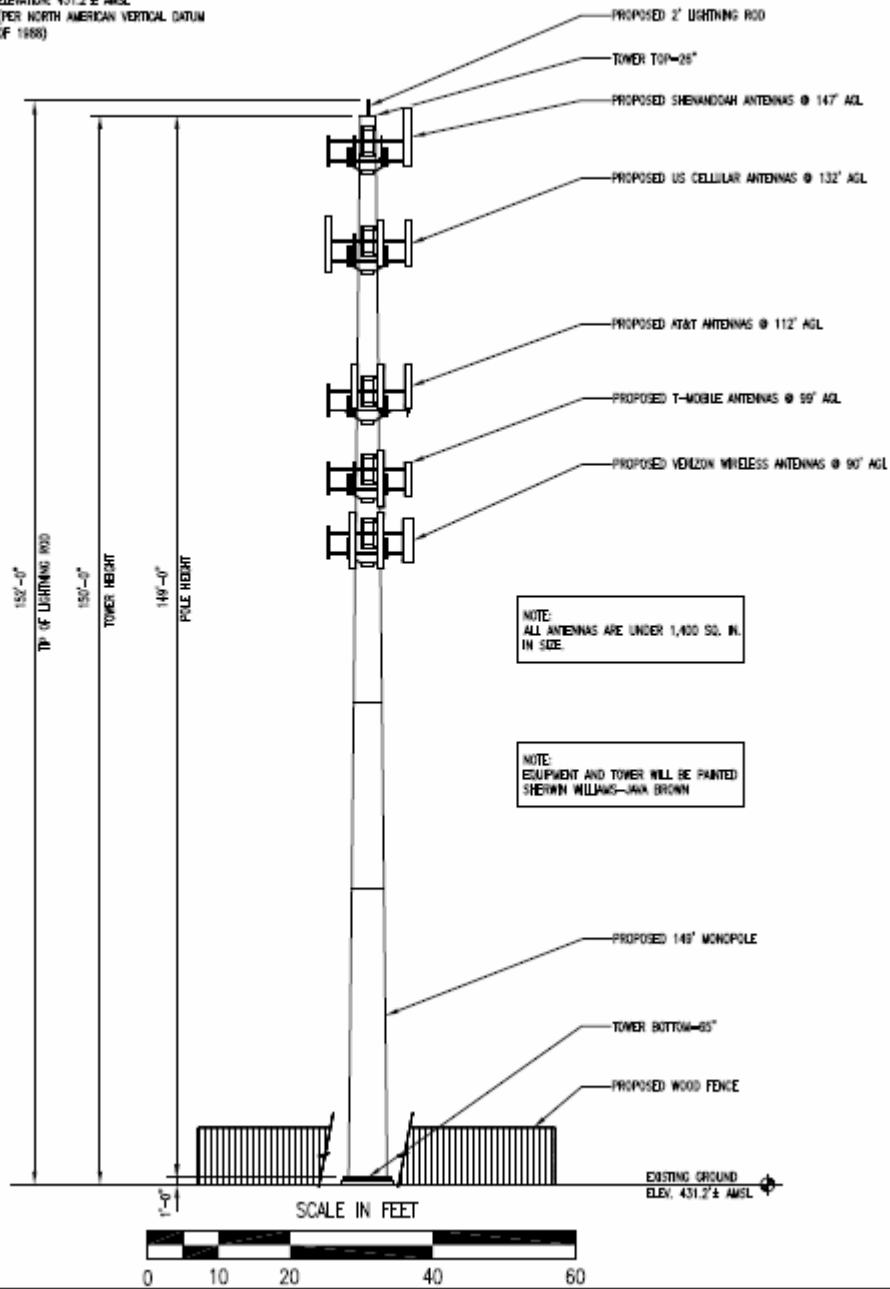
In conclusion we submit our support for Mrs. Johnson's Application to avoid removal of the Keswick Tower under Section 1704. We respectfully ask the Board to exercise discretion in allowing the tower to remain in place as an aid to provide wireless communication for public health and safety of our neighboring counties.

Respectfully submitted,

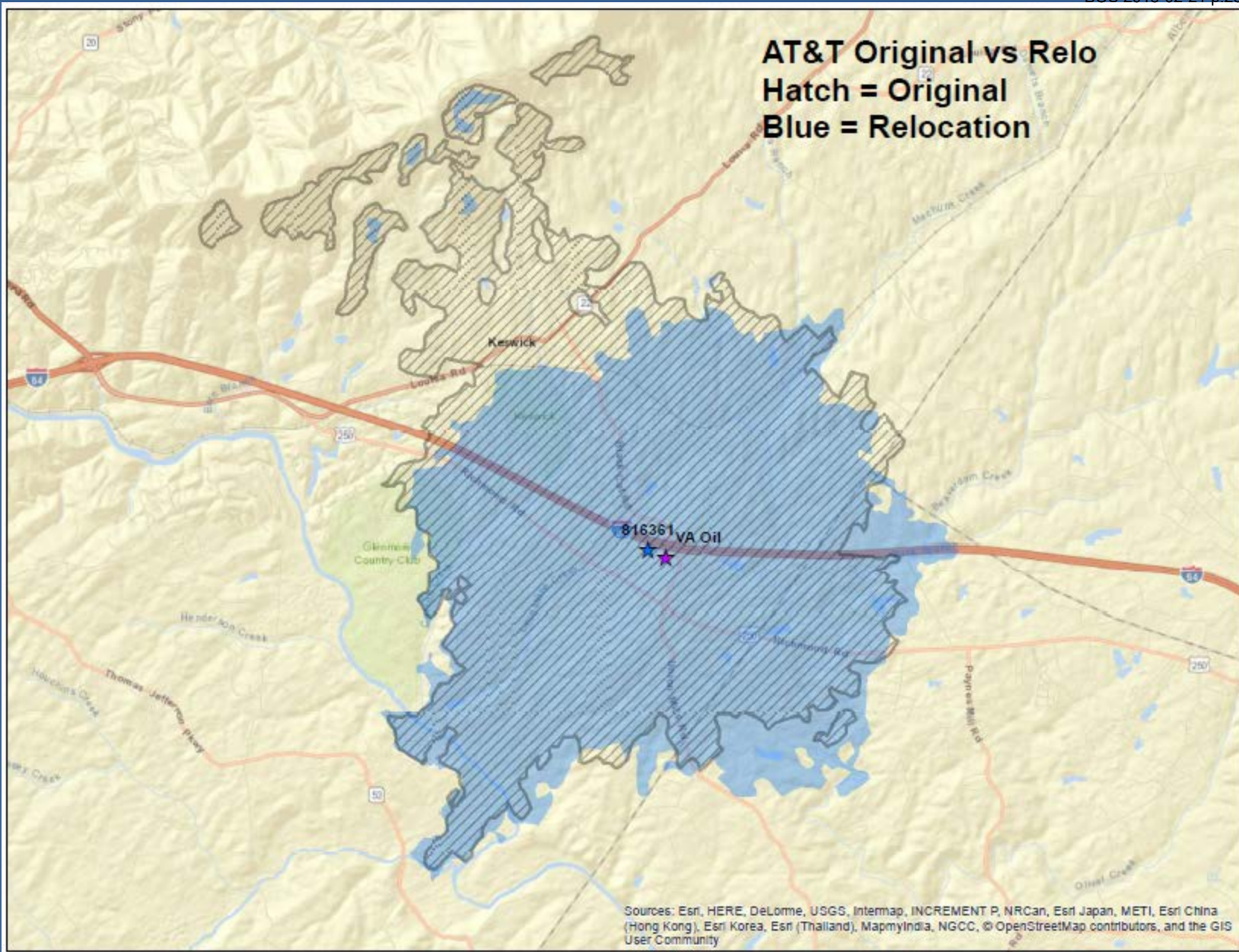
Sheriff Eric B. Hess
Fluvanna County Sheriff's Office

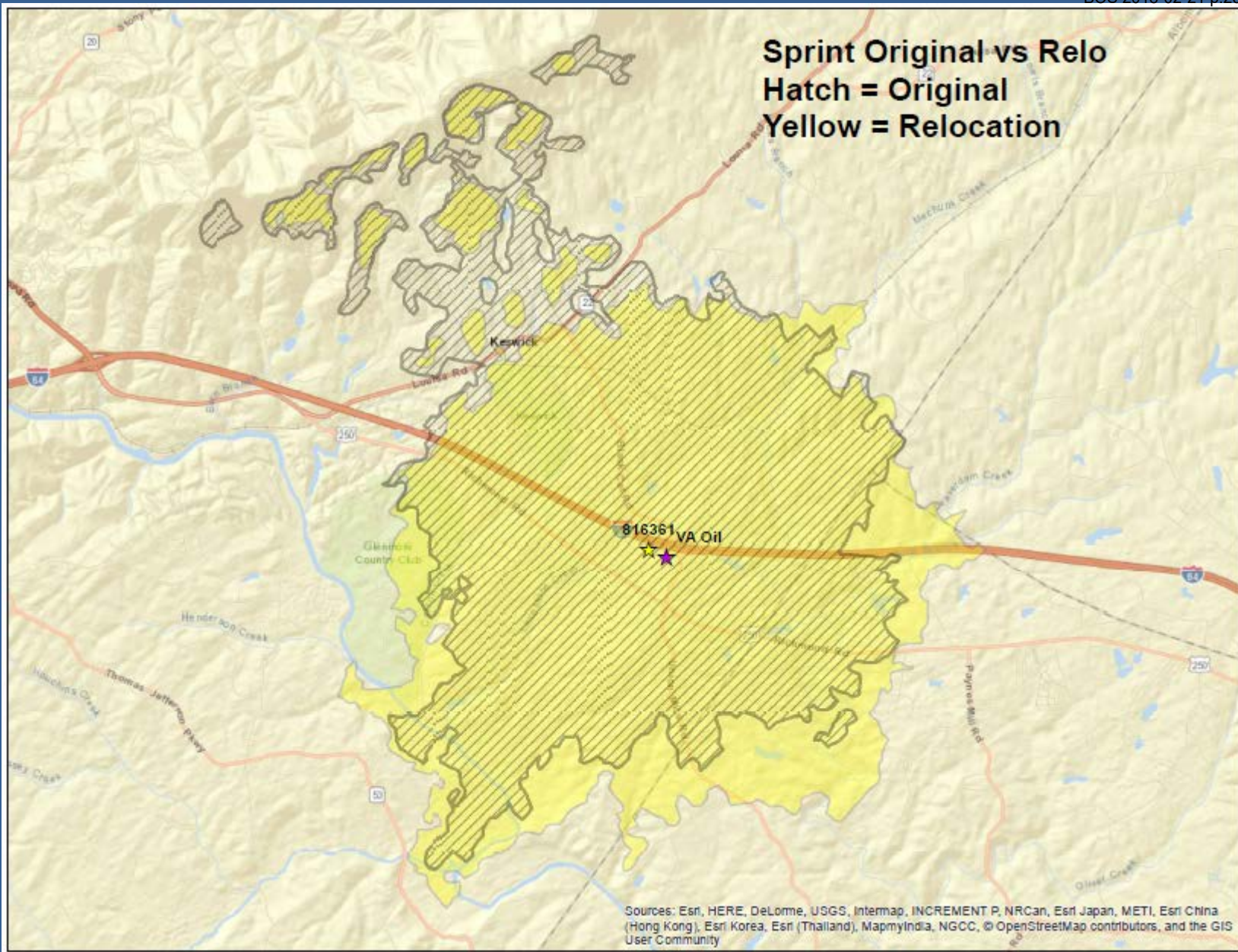
TOWER BASE:
 LATITUDE: N 37° 59' 45.79"
 LONGITUDE: W 078° 20' 20.70"
 (PER NORTH AMERICAN DATUM OF 1983)

ELEVATION: 431.2' ± AMSL
 (PER NORTH AMERICAN VERTICAL DATUM
 OF 1988)

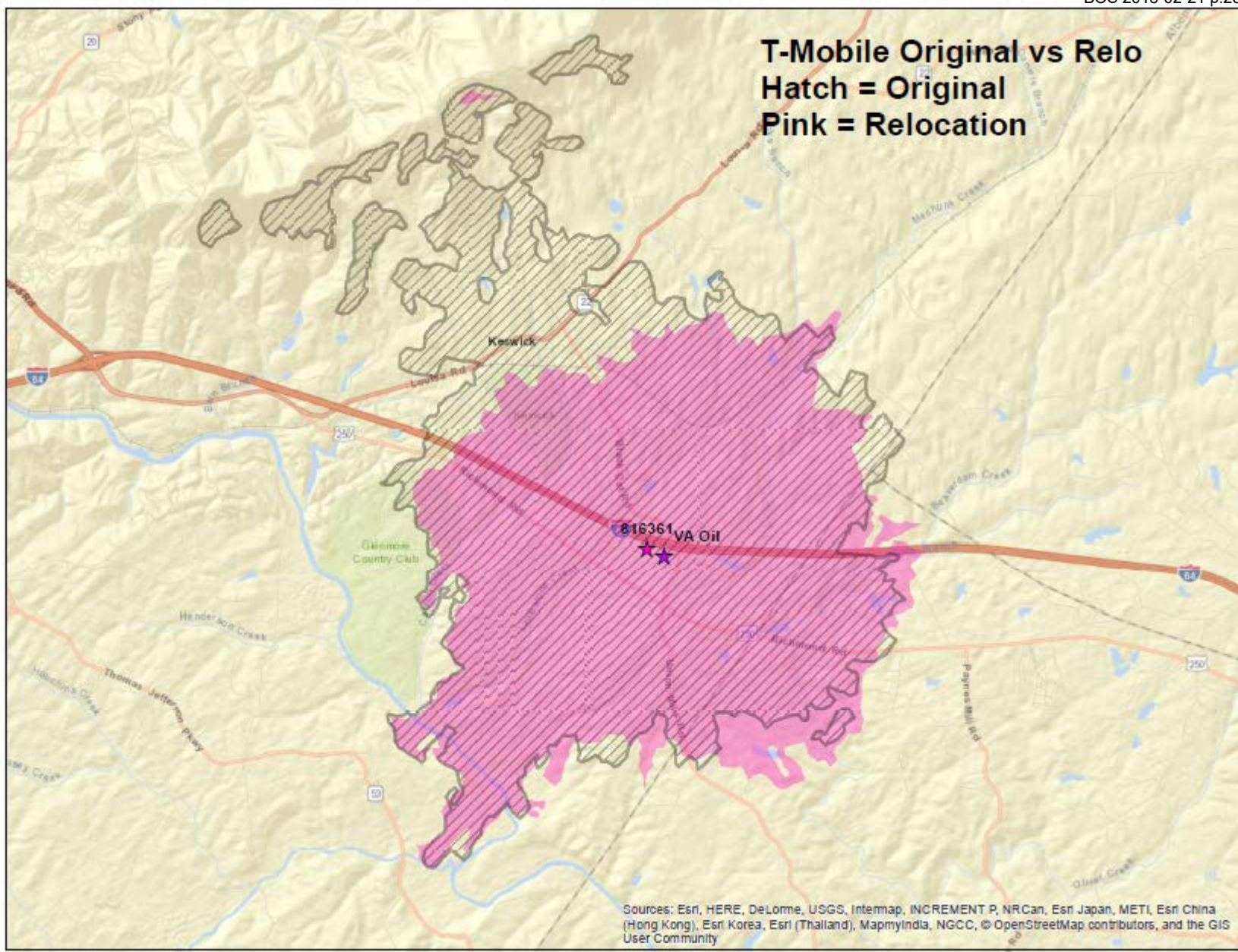


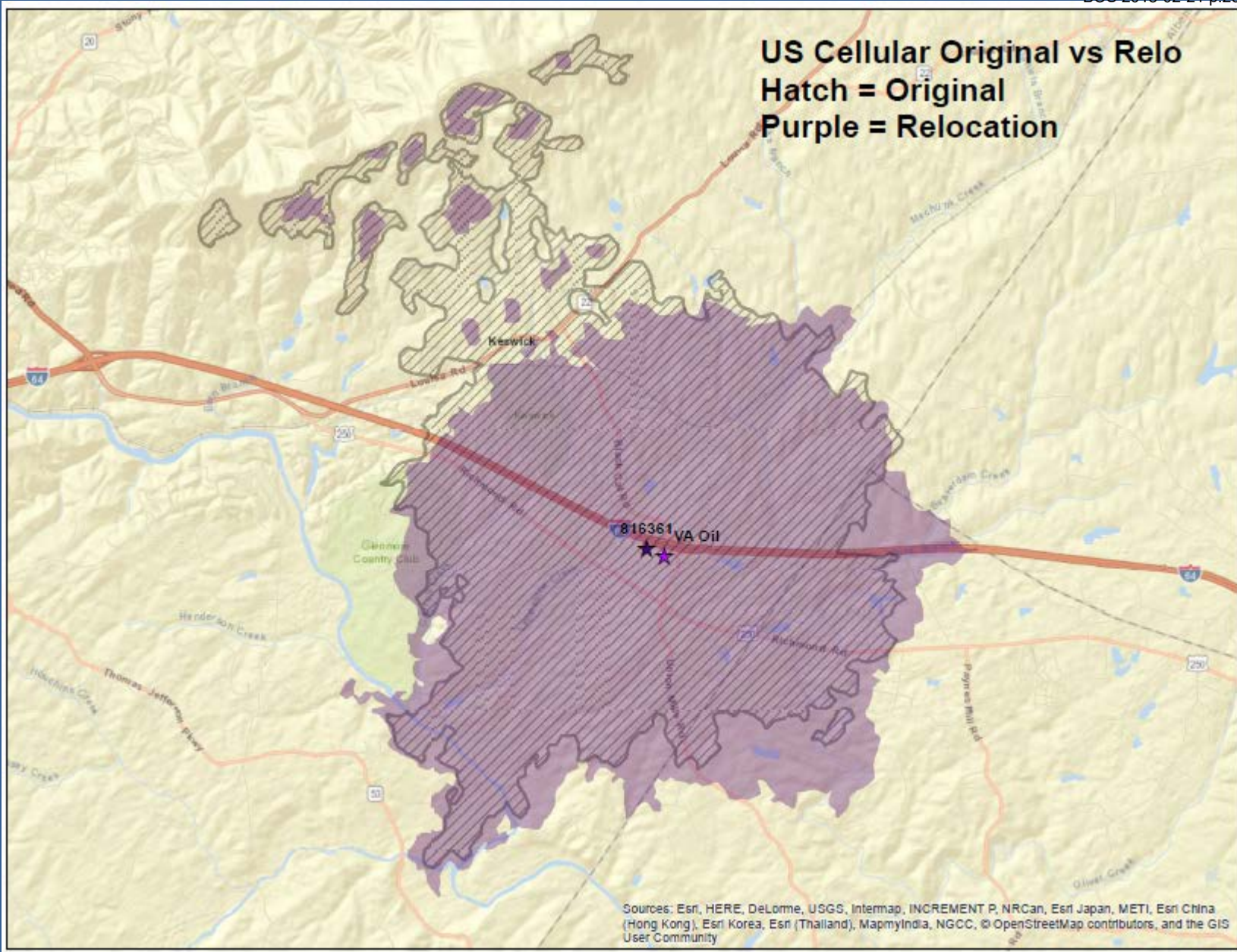
SCALE: T-107 (11/21/17)
 T-107 (24/03/18)

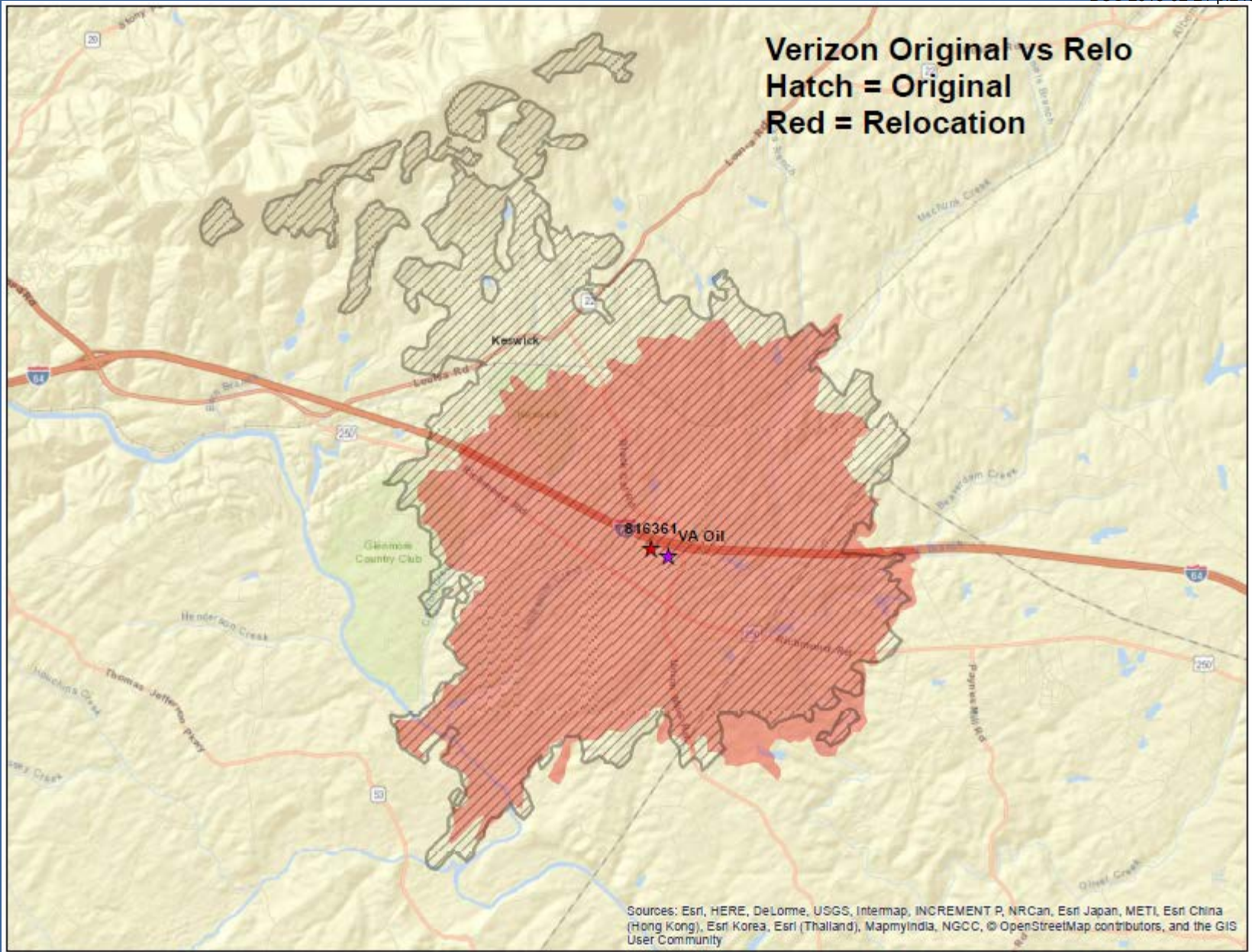




Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community







So if Keswick Tower is
scheduled to come down,
and the proposed
replacement is better for
Fluvanna County,
why are we here?

Answer:
Common Sense.



Norman G. Dill
Rivanna

COUNTY OF ALBEMARLE
Office of Board of Supervisors
401 McIntire Road
Charlottesville, Virginia 22902-4596
(434) 296-5843 FAX (434) 296-5800

Richard F. Randolph
Scottsville

Diantha H. McKeel
Jack Jouett

Liz A. Palmer
Samuel Miller

Ann H. Mallek
White Hall

Brad L. Sheffield
Rio

October 16, 2017

Board of Trustees
Virginia Outdoors Foundation
39 Garrett Street, Suite 200
Warrenton, Virginia 20186

Re: Virginia Outdoors Foundation; Request of Karen Johnson to amend Open-Space Easement on Albemarle County Parcel ID 09400-00-00-041A0

Dear Members of the Board:

Thank you for the opportunity to comment on Karen Johnson’s request to amend her open-space easement (the “Open-Space Easement”) to allow the personal wireless service facility (the “Tower”) to remain on her eased property located in Albemarle County.

On behalf of the Albemarle County Board of Supervisors, I write to state the County’s opposition to amending the Open-Space Easement to allow the Tower to remain on the property. Although the Tower was approved by the Board of Supervisors under the County’s Zoning Ordinance in the late 1990’s, its adverse visual impacts, which became evident only when the Tower was constructed, served as the impetus for the Board to amend its Comprehensive Plan in 2000 to strongly discourage tall, non-concealed, lattice-style towers such as the Tower and to promote “tree top” facilities. The express policy of the County is to encourage “the construction of facilities that have limited visual impact on the community.” *Personal Wireless Service Facilities Policy, page 4*. The Tower conflicts with that policy. A photograph of the Tower appears on Page 8 of the Policy with this introduction: “Below is an example of the type of facility not supported by the County.” A copy of Page 8 is attached and the entire Policy may be viewed here: [Albemarle County Personal Wireless Facilities Policy](#).

Pursuant to Virginia Code § 10.1-1704(A), the Board of Trustees may allow the property under the Open-Space Easement to be diverted or converted only if it determines that diversion or conversion is “in accordance with the official comprehensive plan for the locality in effect at the time of conversion or diversion.” As explained in the preceding paragraph, **allowing the Tower to remain on the property would not be in accordance with the County’s Comprehensive Plan.**

The Board of Trustees should reject Ms. Johnson’s argument that allowing the Tower to remain on her property is necessary because the surrounding wireless infrastructure is dependent on the Tower

October 16, 2017
Page 2

being in this particular location. The wireless carriers have known for 10 years that the Open-Space Easement requires the Tower to be removed.

The Board of Trustees should also reject Ms. Johnson’s threat to allow a new tower to be erected on her adjacent property if the Tower is not allowed to remain on her eased property. She explains that her adjacent property “is completely wooded and is at a higher elevation than the easement property. If the conversion/diversion is not permitted, the proposed substitute land would be cleared and developed for a replacement cellular tower. The newer tower would be higher and substantially more visible and would have a negative impact on the conservation values of the surrounding area.” *Open-Space Conversion Request (1704), Section III(D) (presented to the Virginia Outdoors Foundation September 28, 2017)*. The County’s Comprehensive Plan and its Zoning Ordinance actually encourage siting “tree top facilities” on wooded lands. A tree top facility may extend 10 feet above the tallest tree within 25 feet. Any new facility on her adjacent property would be subject to County review and approval.

Thank you for your consideration.

Respectfully,

Diantha H. McKeel
Chair, Albemarle County Board of Supervisors

cc: Albemarle County Board of Supervisors

November 7, 2017

Diantha H. McKeel, Chair
Albemarle County Board of Supervisors
401 McIntire Road
Charlottesville, Virginia 22902-4596

Re: Virginia Outdoors Foundation; Request of Karen Johnson to amend Open-Space
Easement on Albemarle County Parcel ID 09400-00-00-041A0

Dear Ms. McKeel,

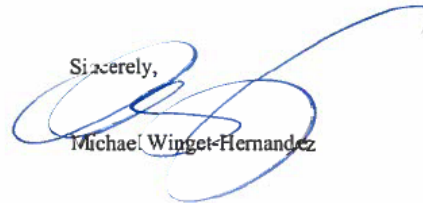
I am the Applicant in the referenced matter, on behalf of my client, Karen Johnson. I write having read the letter you submitted on behalf of the Albemarle County Board of Supervisors to the Virginia Outdoors Foundation on October 16, 2017 in the same connection. As you know, our application does not contemplate the erection or installation of any new wireless facility. On the contrary, the point of the application is to avoid the unnecessary demolition and removal of an existing, working facility which is the subject of an ongoing, valid lease, and which has provided vital cellular and broadband accessibility for many people living, working, and passing through parts of Albemarle, Fluvanna, and Louisa counties for over 20 years.

I have been unable to locate the online link to the minutes (or any other evidence) of the deliberative event which authorized the writing and submission of this letter or the position it adopts on our pending Sec. 1704 application before the VOF. *Please point me to those minutes or other documentation if it's not too much trouble.* I am interested in understanding how the County came to adopt a position adverse to the application, particularly in light of the fact that there is nothing either in the Comprehensive Plan generally, nor in the Albemarle County Personal Wireless Facilities Policy which requires, or for that matter encourages, the demolition of existing wireless telecommunication and broadband facilities; and that the Policy states clearly that "[p]ersonal wireless service facilities should utilize existing structures where possible."

How the discussion was entertained in a manner which offered us a reasonable opportunity to present our perspective in keeping with applicable state law is also of significant interest.

I fear that we have suffered some sort of failure in communication which I am hoping can be rectified.

Sincerely,



Michael Winget-Hernandez

What we know is that there is no ordinance or policy which requires or even suggests that the tower, which was constructed prior to the Personal Wireless Telecommunications Facilities Policy's adoption, should be torn down.

In fact, the actual words of the
Personal Wireless
Telecommunications Facilities
Policy dictate that it should remain.

“PERSONAL WIRELESS SERVICE
FACILITIES SHOULD UTILIZE
EXISTING STRUCTURES WHERE
POSSIBLE.”

Q:Why should we get involved just because our sister county isn't following its own policy?

A: Because you can make a valuable contribution to a negotiation with doesn't require you to get into conflict with another Virginia county.

The negotiation between Mrs. Johnson and the VOF affects Fluvanna residents. While it is true that the land on which the tower sits is entirely outside of Fluvanna County, I have already illustrated that there are people who live here who will lose cell service if the tower is removed without a suitable replacement.

The loss of cell signal will adversely affect residents' ability to reach emergency services, and will diminish the efficiency of emergency services in the affected areas.

So, what do we want you to do?

Contribute your
common sense.

We want you to resolve to send a
letter.

Not to Albemarle County.
To the Virginia Outdoors
Foundation.

We would like you to suggest to the VOF that they take no action to remove the tower until a suitable replacement has been put in place, so that no resident of Fluvanna county loses cellular or broadband service, even temporarily.

We do not think that this is asking much, and we do not think that it puts you in conflict with Albemarle County. It merely states a contrasting perspective on a matter in which the two counties have greatly differing priorities, and which affects them both.

There is no tradition which dictates that the Fluvanna BOS is powerless to express its opinion on a matter affecting its residents which does not put it in direct conflict with another Virginia county.
Let's not adopt one now.

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

TAB K

MEETING DATE:	February 21, 2018				
AGENDA TITLE:	Fluvanna County Board of Supervisors Planning Retreat Minutes				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Planning Retreat held on Saturday, January 20, 2018, be adopted.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA 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 January 20, 2018				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
PLANNING RETREAT MEETING MINUTES
Lake Monticello Fire and Rescue Training Room
January 20, 2018
Planning Retreat Meeting 8:30am**

MEMBERS PRESENT:

John M. (Mike) Sheridan, Columbia District, Chair (*departed at 1:30pm*)
Mozell Booker, Fork Union District, Vice Chair
Patricia Eager, Palmyra District
Tony O'Brien, Rivanna District (*arrived at 9:15am*)
Donald W. Weaver, Cunningham District

ALSO PRESENT:

Steven M. Nichols, County Administrator
Kelly Belanger Harris, Clerk for the Board of Supervisors
Eric Dahl, Deputy County Administrator/Finance Director
Wayne Stephens, Public Works Director/County Engineer
Jason Stewart, Planning and Zoning Administrator
Aaron Spitzer, Parks and Recreation Director
Bryan Moeller, CSA Coordinator
Mary Anna Twisdale, Management Analyst
Debbie Smith, Emergency Management Coordinator
Gail Parrish, Human Resources Manager
Jason Smith, Community and Economic Development Coordinator
Andy Notman, Information Technology Director
Economic Development Authority Members:
Curtis Putnam
Gerry Swiggett
Dan Nunziato
Shelley Murphy
Scott Marshall
Bert Flood

CALL TO ORDER, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE

At 9:07am Chair Sheridan, called to order the Planning Retreat Meeting of January 20, 2018.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

1 - ADOPTION OF AGENDA**MOTION**

Ms. Weaver moved to accept the Agenda, for the January 20, 2018 Board of Supervisors Planning Retreat Meeting. Mrs. Booker seconded and the Agenda was adopted by a vote of 4-0. AYES: Sheridan, Booker, Eager, and Weaver. NAYS: None. ABSENT: O'Brien.

WELCOME, INTRODUCTIONS, PURPOSE, AND GROUND RULES

Purpose

- Team building
- Discussion of specific issues or challenges facing Fluvanna
- Budget Planning
- Planning for Big Rock projects
- Problem solving
- Strategic planning
- Development of 2018-19 goals and objectives
- Direction for Staff (and community)

Clerk to the Board Updates

- "How does it get on the Agenda?"
- FOIA for Elected Officials
- What is on the Recording?

COUNTY'S FIVE YEAR ACCOMPLISHMENTS LIST (2013-2017)

Recap of accomplishments

FLUVANNA COUNTY MISSION AND VISION & 2015 COMP PLAN VISION;

Still accurate? Reflects our values and our intent?

2016-17 STRATEGIC INITIATIVES & 2015 COMP PLAN - IMPLEMENTATION GOALS AND STRATEGIES

Current goals

- Finished? Remove from list?
- Unfinished, no longer a priority?
- What needs to stay but move into a different phase as a “new goal”?
- Remaining goals - how many new goals can we accommodate?

ECONOMIC DEVELOPMENT AUTHORITY

Overview, Current Status, Goals

CLOSED MEETING**MOTION TO ENTER INTO A CLOSED MEETING**

At 10:32am, Mr. O'Brien moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.3, & A.6 of the Code of Virginia, 1950, as amended, for the purpose of discussing Real Estate and Investment of Funds. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 10:56am, Mr. O'Brien moved that the Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting.” Mr. Weaver seconded. The motion carried, with a roll call vote, of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

FLUVANNA COUNTY’S CURRENT STATUS AND FUTURE FOCUS

Discussion:

- Accomplishments - What worked and why?
- Disappointments - What didn't work and why?
- What should we be doing, working on, or fixing that we are not doing now?
- What are our service gaps?
- What are our communication gaps?
- What is our economic development strategy?
- What is our broadband expansion strategy?
- What are our short- and long-term facilities plans?
- What is our Master Utilities Plan?

2018-19 Strategic Direction

Decisions:

- Maintain Current Strategic Initiative Categories?
- Communication
- Service Delivery
- Economic Development and Tourism
- Project Management
- Financial Stewardship
- What’s on the list for 2018-19?

14 - ADJOURN**MOTION:**

At 4:00pm Mr. O'Brien moved to adjourn the Planning Retreat meeting of Saturday, January 20, 2018. Mr. Weaver seconded and the motion carried with a vote of 4-0. AYES: Booker, Eager, O'Brien, & Weaver. NAYS: None. ABSENT: Sheridan.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

John M. Sheridan
Chair

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

TAB L

MEETING DATE:	February 21, 2018				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Planning Retreat				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting of Wednesday, February 7, 2018, be adopted.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA 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 February 7, 2018				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
February 7, 2018
Regular Meeting 4:00pm**

MEMBERS PRESENT: John M. (Mike) Sheridan, Columbia District, Chair (*arrived at 4:14pm*)
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 for the Board of Supervisors

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

At 4:00pm Vice Chair Booker, called to order the Regular Meeting of February 7, 2018. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

MOTION

Mrs. Eager moved to accept the Agenda, for the February 7, 2018 Regular Meeting of the Board of Supervisors. Mr. Weaver seconded and the Agenda was adopted by a vote of 4-0. AYES: Booker, Eager, O’Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

4 - COUNTY ADMINISTRATOR’S REPORT

Mr. Nichols reported on the following topics:
Upcoming Meetings:

Day	Date	Time	Purpose	Location
Wed	Feb 14	7:00 PM 4:00 PM	Budget WS - Constitutional Officers	Morris Room
Wed	Feb 21	4:00 PM 7:00 PM	Budget WS - FCPS FY19 Adopted Budget & Regular Meeting	Courtroom Courtroom
Wed	Feb 28	7:00 PM	Budget WS – Agencies	Morris Room

5 - PUBLIC COMMENTS #1

At 4:04pm Vice Chair Booker opened the first round of Public Comments. With no one else wishing to speak, Vice Chair Booker closed the first round of Public Comments at 4:04pm.

6 - PUBLIC HEARINGS

None.

7 - ACTION MATTERS

General Reassessment Services of Real Property Contract—Cyndi Toler, Purchasing Officer requested approval of a contract to secure general reassessment services. Ms. Toler noted there was only one respondent to the RFP issued in December 2017. It was determined that the costs proposed by Pearson were reasonable and a determination was made to move forward with Pearson Appraisal.

Ms. Toler provided background on the RFP and decision-making process:

- RFP issued December 1, 2017 and closed December 28, 2017
 - Only one submission received - Pearson’s Appraisal
- Our current contractor informed the Commissioner of Revenue that they did not bid on the project because they will be closing their doors.
- Chose to not reissue the solicitation:
 - Commissioner of Revenue deemed that Pearson’s Appraisal pricing was reasonable, and
 - They came highly recommended by both our current contractor and other jurisdictions that use them.
- Cost Proposal:
 - First-time assessments of new construction in years 2017 to 2020 – \$32.00 per parcel;
 - 2019 Administrative Review Reassessment – \$8.75 per parcel; and
 - 2021 General Reassessment (including on-site review and digital images) – \$13.00 per parcel.
- Reassessment schedule is as follows:

- Year 1 – Administrative general reassessment of all property, focusing on both sales data and any new construction (2018)
- Year 2 - Effective January 1, 2019 (equalized tax rate)
- Year 3 - Full general reassessment with all new and existing properties viewed and photographed (2020)
- Year 4 - Effective January 1, 2021 (equalized tax rate)
- First-time assessments of new construction in years 2017 to 2020 – \$32.00 per parcel;
- 2019 Administrative Review Reassessment – \$8.75 per parcel; and
- 2021 General Reassessment (including on-site review and digital images) – \$13.00 per parcel.

Mr. Mel Sheridan, Commissioner of the Revenue, gave a brief overview of the appraisal/reappraisal process.

MOTION

Mrs. Eager moved the Board of Supervisors approve the contract between Fluvanna County and Pearson’s Appraisal Service, Inc., for GENERAL REASSESSMENT SERVICES of real property and improvements within the county with the first to become effective as of January 1, 2019, and the second to become effective on January 1, 2021 and further authorize the County Administrator to execute the agreement subject to the County Attorney approval as to form. Mr. Weaver gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

And,

Mrs. Eager moved the Board of Supervisors approve a budget transfer of \$11,474 from the FY18 BOS Contingency to the FY18 Reassessment budget for the increased cost of the new Reassessment Services contract with Pearson. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

Farm Heritage Museum Amendment to Project Agreement #8—Cyndi Toler, Purchasing Officer requested approval of a site plan revision for the Farm Heritage Museum. A change to the Farm Heritage Museum building footprint, which occurred between site plan approval and the Final design award, necessitates a site plan revision. The building length was decreased, requiring revisions to the site layout, erosion and sediment control plan, and grading and drainage plans. In addition, a construction stake-out must be performed by a survey crew, who will use stakes, flagging and/or other markings to indicate the precise locations that various components of the project will be constructed.

Financial changes:

- Current Contract: \$22,900
- Amendment 2 costs: \$4,600
- Revised Contract: \$27,500

MOTION

Mr. O’Brien moved the Board of Supervisors approve Amendment 2 to Project Agreement# 8 between the County of Fluvanna, Virginia, and Draper Aden Associates to revise the site plan and for Construction Stakeout for the Farm Heritage Museum increasing the agreement to \$27,500, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.

Mrs. Eager seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

Appointment/Reappointment to the FUSD Advisory Committee—Steven M. Nichols presented the candidate for reappointment to the Fork Union Sanitary District (FUSD) Advisory Board.

With no discussion,

MOTION

Mrs. Booker moved the Fluvanna County Board of Supervisors reappoint Lewis Johnson to the Fork Union Sanitary District Advisory Board with a term beginning January 1, 2018 and ending December 31, 2021. Mr. Weaver gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

8 - PRESENTATIONS

2017 Board of Equalization Report---Everett Hannah, BOE Member provided the final report of the 2017 Board of Equalization.

Final Report:

Category	2017	2015	2013
Appeals Received	80	29	55
Residential	60	28	54
Commercial	16	0	1
Multi-Family	0	0	0
Industrial	0	0	0
Agricultural	4	1	0
Appeals where Values were Changed (All Residential)	27	11	21
Reduced	23	3	16
Increased	4	8	5

Reason for Appeal			
Assessment not uniform to comparable properties	1	11	41
Assessment exceeded fair market value	54	5	3
Assessment based on incorrect data	2	13	10
Assessment not determined per generally accepted appraisal practice	0	0	0
Other reasons – “Possible Clerical error”	0	0	1
Reasons for Change			
Assessment not uniform in relation to comparable property	2	4	13
Assessment exceeded fair market value	16	2	1
Assessment based on incorrect data	5	5	6
Assessment not determined per generally accepted appraisal practice	0	0	0
Other reasons – “Possible Clerical error”	0	0	1

Tourism Strategic Plan—Jason Smith, Community and Economic Development Director came before the Board to propose a strategic plan for promoting tourism in the County. Mr. Smith outlined the mission and goals of a tourism plan and highlighted the current strengths and weaknesses of such a focus.

9 - CONSENT AGENDA

The following items were discussed before approval:

The following items were approved under the Consent Agenda for February 7, 2018:

Minutes of December 20, 2017—Kelly Belanger Harris, Clerk to the Board

Minutes of January 10, 2018—Kelly Belanger Harris, Clerk to the Board

New Human Resources Manager Salary—Steven M. Nichols, County Administrator

FY18 Schools Insurance Claim –Dodge Journey—Mary Anna Twisdale, Management Analyst

HR Manager Salary—Steven M. Nichols, County Administrator

MOTION

Mrs. Booker moved to approved the consent agenda, for the February 7, 2018 Board of Supervisors meeting. Mr. Weaver seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

10 - UNFINISHED BUSINESS

Kents Store ARC Building—Mel Sheridan, Commissioner of the Revenue, provided an update on maintenance concerns at the ARC Building in Kents Store, currently the Columbia District Polling Precinct. The Board directed staff to add the Kents Store Agricultural Recreation Center (ARC) facility maintenance support options to the February 21, 2018, Action Agenda for consideration.

Central Virginia Regional Jail Road Crew – Mr. Weaver spoke briefly about utilizing the services of the inmates in the Central Virginia Regional Jail. Mr. Nichols reported that the County avails itself of the road crew at every opportunity as provided by the Central Virginia Regional Jail Authority.

Virginia Investment Pool – Mr. Weaver commented on the current earnings of the Virginia Investment Pool (VIP) and was pleased to see the gains.

11 - NEW BUSINESS

None.

12 - PUBLIC COMMENTS #2

At 5:22pm Chair Sheridan opened the second round of Public Comments.

With no one else wishing to speak, Chair Sheridan closed the second round of Public Comments at 5:22pm.

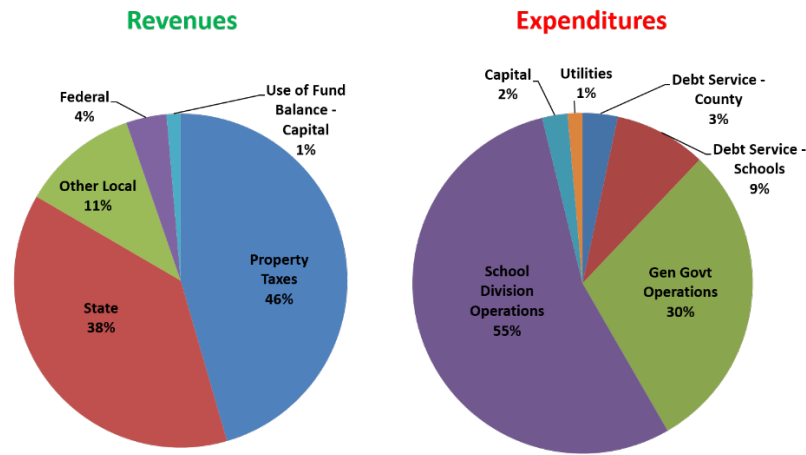
FY18 County Administrator’s Budget Proposal

Fiscal Year 2019 Budget Proposal and FY 2020-2023 Projected Budgets (The Five-Year Financial Plan) – Steve Nichols, County Administrator presented the FY19 Budget proposal and the 2020-2023 Five Year Financial Plan. FY19 Combined Budget Proposal Highlights:

- Budget totals \$75,490,396
 - Real Estate tax rate of \$0.939 (FY17 - \$0.907)
 - Results in a tax increase of 3.5% for the average homeowner above the current \$0.907 tax rate based on property assessments.
 - Modest decrease to Business and Public Utility Personal Property tax rates
 - From \$2.90 to \$2.40 per \$100 of assessed value.
 - Machinery & Tools tax rate remains at \$1.90.
- Reduces overall County expenditures by almost \$980,000, a 1.3% decrease from the FY18 amended budget
 - Reduction of almost \$6.9 million from the FY19 departmental budget requests.

- Maintains essential services, Supports the County's core human service needs, Makes a small investment in the County's deteriorating infrastructure, Maintains cultural and recreation activities, Provides level funding for support organizations valued by the residents of Fluvanna County, and Funds Zion Crossroads Water and Sewer System construction.
- Revenue Highlights:
 - Budget maintains projected tax collection rates from the prior year:
 - Real Estate - 97.5%, and Personal Property - 93.5%
 - Projected General Fund revenues will decrease almost \$1 million below the FY 2017 amended budget amount. The most significant contributing factors are:
 - An overall \$550,000 increase in tax revenue.
 - A \$200,000 increase in Schools revenue.
 - A \$1.6 million decrease in Debt Service due to early payoff of County debts.
- Expenditure Highlights:
 - Lean department and agency budgets; routine ops requirements are accounted for in this budget.
 - However, School System funding requirements will need to be addressed.
 - Expenditure increases in the FY19 Budget are primarily the result of:
 - \$580,000 increase in debt service to fund the ZXR Water/Sewer Project.
 - \$250,000 increase in Public Safety operating costs.
- Capital Projects Fund
 - In order to minimize increases to our existing tax rates, difficult decisions were made to recommend only a few essential capital project items for funding next year.
 - Many requested projects of less urgency were delayed until later fiscal years.
 - Recommended capital expenditures are similar to the amount approved in FY 2018 and include funding is included for:
 - Essential building maintenance projects
 - School bus and student transport vehicle replacements
 - Sheriff's Office vehicle replacements
 - Self-Contained Breathing Apparatus funding for Fire & Rescue
 - Fire & Rescue vehicle apparatus replacement/re-chassis
- Employee Pay and Benefits Plan
 - Budget proposal does not include any pay raises or cost of living increases.
 - Previous 2% and targeted raises just started Jan 1, 2018
 - Incorporating employee pay increases would have required additional tax revenues or substantial cuts in other operations.
 - Health Benefits Plan – Premiums TBD - Assessing potential options to accommodate cost increases
- Staffing Needs:
 - FY19 budget requests included 4 new and 6 upgraded staff positions. Only one of the requests is funded in the budget proposal.
 - New Positions – Sheriff's Office (2)
 - New Position – Administration/Human Resources (1)
 - New Position – Social Services (1)
 - Upgrade Positions
 - Parks & Recreation (4)
 - Commissioner of the Revenue (1)
 - Public Works Director/County Engineer (1)
 - Will need additional staff for a new Public Utilities Department
 - Projected funding needs are included in the FY20-23 Planning Budgets.
- Future Years Budget Planning (FY20-23)
- Economic trends and conditions are also factored into assumptions used in developing expenditure and revenue projections.
- When reviewing the plan, it is important to remember that only the first year is adopted and appropriated by the Board of Supervisors.

FY19 Revenues and Expenditures – Eric Dahl, DCA / Finance Director provided a summary of expenditures and revenue for FY19. Mr. Dahl provided a comparison of Revenue vs Expenditures, noted the Top 5 General Fund Revenue Sources, the Real Estate Penny Calculation, and the FY17 Year End Fund Balance.



Top 5 General Fund Revenue Sources		
Category	FY19 Revenue	Delinquent Tax Payments
1. Real Property Tax	\$22,453,547	\$625,000
2. Commonwealth of VA *	\$7,643,351	
3. Personal Property Tax	\$5,048,454	\$400,000
4. Public Service Corporations Tax	\$4,815,027	
5. Sales Tax	\$1,625,000	

* Excluding State funding for Schools

Real Estate Penny Calculation	
Real Estate (Residential) Value/100	\$23,397,885
Real Estate (Commercial) Value/100	\$1,127,438
Public Utilities Value/100	\$5,350,986
Mobile Homes Value/100	\$17,380
Total Value/100	\$29,893,689
Times \$0.01	\$0.01
Revenue generated by each \$0.01	\$298,937
increase in tax rate (100% Collection Rate)	
Per Penny Amount (Collection Rates: 97.5% Real Estate, 100% Public Utilities, and 97.5% Mobile Homes)	\$292,801

FY17 Year End Fund Balance	\$22,683,348
Nonspendable & Restricted	- \$178,338
Unassigned – Reserved (12%)	- \$8,342,826
Committed (CIP Projects)	- \$6,649,051
Unassigned – Unreserved	\$7,513,133
Less: FY17-18 Automatic Carryovers – 08/03/16	- \$23,862
Less: ZXR Project Approvals – 07/05/17, 09/06/17 & 10/18/17	- \$106,080
Less: ZXR Project FY18 Interest Payments – 09/06/17	- \$224,852
Less: FY17-18 Department Carryovers – 11/15/17	- \$129,343
Less: FY17-18 Schools Carryovers – 11/15/17	- \$515,000
Less: Farm Heritage Museum – 11/15/17	- \$54,470
Less: Image Trend Software – 12/20/17	- \$29,750
Less: The Local Choice Adverse Exp. Adj. – 01/31/18	- \$83,033
Current Unassigned – Unreserved Fund Balance (as of Feb 7, 2018)	\$6,346,743

13 - CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING

At 6:42pm, Mr. O’Brien moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.7, & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Litigation, and Legal Matters. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYE: Sheridan, Booker, Eager, O’Brien, and Weaver. NAY: None. ABSENT: None.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 7:50pm, Mr. O’Brien 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.

14 - ADJOURN

MOTION:

At 7:51pm Mr. Weaver moved to adjourn the regular meeting of Wednesday, February 7, 2018. Mrs. Eager seconded and the motion carried with a vote of 5-0. AYES: Sheridan, Booker, Eager, O’Brien, & Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

John M. Sheridan
Chair

DRAFT

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

TAB M

MEETING DATE:	February 21, 2018				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Planning Retreat				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Budget Work Session Meeting of Wednesday, February 14, 2018, be adopted.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA 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 February 14, 2018				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
February 14, 2018
Work Session 4:00 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 (*arrived at 4:10pm*)
Donald W. Weaver, Cunningham District

ALSO PRESENT: Steven M. Nichols, County Administrator
Fred Payne, County Attorney
Eric Dahl, DCA/Finance Director
Mary Anna Twisdale, Management Analyst
Kelly Belanger Harris, Clerk to the Board of Supervisors

CALL TO ORDER WORK SESSION
At 4:02pm, Chair Sheridan called the Work Session Meeting of February 14, 2018 to order. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

PRESENTATIONS
Commonwealth's Attorney Budget Brief – Jeff Haislip, Commonwealth's Attorney, presented the FY19 Commonwealth's Attorney Budget request. Mr. Haislip particularly highlighted the change of the Victim/Witness Advocate position, noting that the change from non-exempt to exempt did not include an increase in salary in acknowledgement of increased duties. Mr. Nichols indicated this was an oversight in the County Administrator's Proposed Budget and was intended to be included.

Treasurer's Budget Brief – Linda Lenherr, Treasurer, presented a request for FY19 Budget, indicating agreement with the proposed budget. Mrs. Lenherr advocated for the placement of a "drop box" to facilitate collections of tax payments when the Treasurer's Office is not open or for those who may have difficulty coming into the Treasurer's Office.

Commissioner of the Revenue Budget Brief – Andrew (Mel) Sheridan, Commissioner of the Revenue, thanked the Board for their support and presented the FY19 budget request.

- Mr. Sheridan highlighted:
- All Deputies in Career Development Program
 - 3 are certified to date, 1 will become certified in 2018, 1 will become certified in 2019
 - Maintained full continuity for both office moves
 - Transitioned office almost entirely to electronic format
 - All IT work that was previously done by a 3rd party, now done by COR staff

- Mr. Sheridan thanked the Board for:
- Consistent funding - Both operational and personnel
 - Excellent Support from all County staff - Solid team environment
 - New Remodeled Office

Mr. Sheridan spoke briefly about Pearson's Appraisal Service, Inc, newly contracted to provide appraisal/reappraisal services in the county. Mr. Nichols suggested a work session with Pearson to gain a better understanding of Pearson's methodology. This work session would occur in spring 2018, on a date to be determined.

Clerk of the Circuit Court Budget Brief – Tristana Pace Treadway, Clerk to the Circuit Court, presented the FY19 Budget for the Clerk of the Circuit Court's office. Mrs. Treadway expressed satisfaction with the proposal.

Mrs. Treadway presented the past five years' workload:

Calendar Year	Criminal Cases Comm.	Civil Actions Comm.	Wills/ Estates Initiated	Judgments, Admins, Leins	Deeds Recorded	Financing Statements	Fictitious Names	Marriage Licenses	Notary Qualified	Concealed Hand Gun Permits	Restitution	Passports Issued
2013	460	175	153	833	4833	20	80	109	56	549	298	904
2014	494	300	157	803	4842	20	82	111	53	461	303	820
2015	385	310	166	842	4062	23	97	108	61	478	305	1254
2016	420	269	134	754	3950	18	76	90	78	541	296	1170
2017	524	320	147	715	4174	20	76	121	61	518	271	1908

Mrs. Treadway also noted that the Clerk's Office is attempting to go paperless, but there are obstacles to implementing full digital record retention.

Sheriff's Budget Brief – Sheriff Eric Hess, brought forward a request for FY19 funding, focusing on the philosophy and mission of the Sheriff's Office.

The Sheriff highlighted the Mission and Vision of the Sheriff's Office and highlighted 21st century policing has a focus on:

- Building Trust and Legitimacy
- Policy and Oversight
- Technology and Social Media
- Community Policing and Crime Reduction
- Training and Education

- Officer Wellness

Sheriff Hess reported on the last five years of workload, and noted that staffing will be an area of future concern and challenge. Of particular concern at present is the aging fleet of cars; Sheriff Hess provided a list of all current vehicles in the Sheriff's fleet, highlighting the vehicles that are no longer serviceable.

Following the Constitutional Officers' Presentations, Mr. Nichols solicited input from the Supervisors in participating in Town Hall forums related to the proposed CVEC Broadband initiative. Consensus favored moving forward with participation.

In addition, Mr. Nichols noted that the County will be meeting with the Pierce Benefits Group and the Schools staff, in order to gauge the possibility of combining health insurance plans for all county employee, including schools employees. Mr. Nichols also reminded the Board that the 2018-2019 Strategic Initiatives, determined at the 2018 Planning Retreat, will be coming to the Board on February 21, 2018 for adoption.

ADJOURN

MOTION:

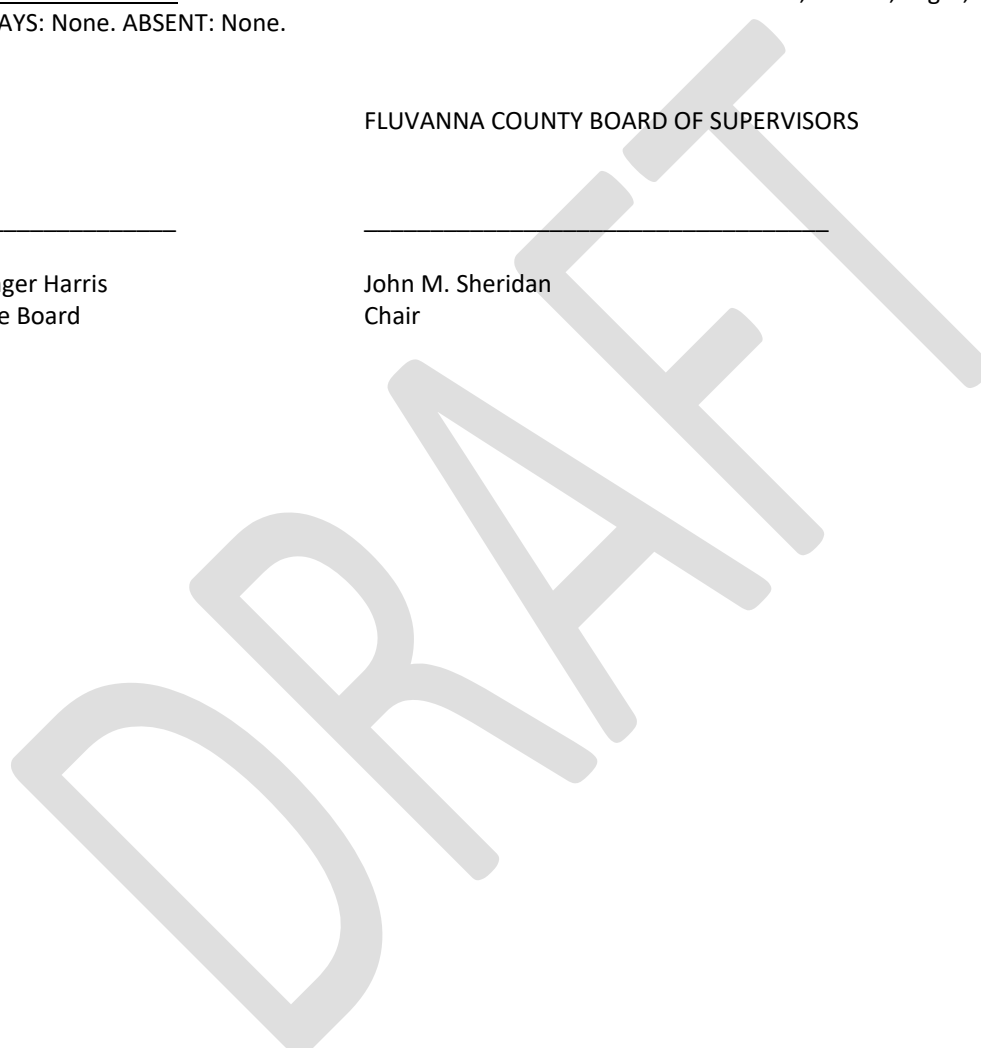
At 5:10pm Mrs. Booker moved to adjourn the Work Session meeting of Wednesday, February 14, 2018. Mr. O'Brien seconded and the motion carried with a vote of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

John M. Sheridan
Chair



TAB Mc

MEMORANDUM

Date: February 21, 2018
From: Finance Department
To: Board of Supervisors
Subject: **Accounts Payable Report for January 2018**

1. Staff recommends that the Board of Supervisors ratify the expenditures in the attached report and summarized below.

CATEGORY	AMOUNT
General	\$1,350,631.09
Capital Improvements	\$326,516.40
Debt Service	\$1,525,269.65
Sewer	\$6,530.82
Fork Union Sanitary District	\$10,684.96
TOTAL AP EXPENDITURES	\$3,219,632.92
Payroll	\$830,275.36
TOTAL	\$4,049,908.28

MOTION

I move the Accounts Payable and Payroll be ratified for **January 2018** in the amount of **\$4,049,908.28**

Encl:
AP Report

	A	B	C	D	F	G	H	I	J	
1	County of Fluvanna		From Date: 1/1/2018							
2	Accounts Payable List		To Date: 1/31/2018							
3										
4										
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
7	Fund # - 100 GENERAL FUND									
8	GENERAL FUND									
9	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 120117	000000057196	12/1/2017	1/4/2018	146.97			
10	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 121517	000000057637	12/14/2017	1/4/2018	146.97			
11	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 012618	000000058531	1/25/2018	1/30/2018	146.95			
12	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 011218	000000058303	1/11/2018	1/30/2018	146.99			
13	TREASURER OF VIRGINIA	SHERIFF'S FEE PAY TO C/W	SHERIFF'S FEES	78338	1/31/2018	1/31/2018	644.00			
14	TREASURER OF VIRGINIA	SHERIFF'S FEE PAY TO C/W	SHERIFF FEES	78339	1/31/2018	1/31/2018	316.31			
15	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 121517	000000057638	12/14/2017	1/4/2018	474.95			
16	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 120117	000000057197	12/1/2017	1/4/2018	482.83			
17	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 011218	000000058304	1/11/2018	1/30/2018	490.69			
18	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 012618	000000058532	1/25/2018	1/30/2018	493.26			
19								Total:	\$3,489.92	
20										
21	OTHER LOCAL TAXES									
22	TOWN OF SCOTTSVILLE	SALES TAX-	SALES TAX	78342	1/31/2018	1/31/2018	105.92			
23								Total:	\$105.92	
24										
25	CHARGES FOR SERVICES									
26	EMS MANAGEMENT & CONSULTANTS, INC	EMS COST RECOVERY	NPP LETTERS	032244	1/18/2018	1/18/2018	(\$770.48)			
27								Total:	(\$770.48)	
28										
29	BOARD OF SUPERVISORS									
30	BANK OF AMERICA	ADVERTISING	P-CARD	123117	12/31/2017	1/26/2018	149.95			
31	BANK OF AMERICA	OTHER OPERATING	P-CARD	123117	12/31/2017	1/26/2018	64.81			
32	E.W. THOMAS	OTHER OPERATING	BOARD SNACKS	122017	1/18/2018	1/18/2018	40.99			
33	FLUVANNA REVIEW	ADVERTISING	BOS PUBLIC HEARING	2018F2-10	1/18/2018	1/18/2018	157.50			
34	FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING	2018F1-12	1/18/2018	1/18/2018	260.50			
35	ROBINSON FARMER & COX	PROFESSIONAL SERVICES	CLIENT# 050650	59323	12/31/2017	1/26/2018	42,390.00			
36	VERIZON	TELECOMMUNICATIONS	WIRELESS	9798379685	1/4/2018	1/5/2018	182.81			
37	VERIZON	TELECOMMUNICATIONS	WIRELESS	9800181200	1/17/2018	1/26/2018	181.63			
38								Total:	\$43,428.19	
39										
40	COUNTY ADMINISTRATOR									
41	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	4.99			
42	SHRED-IT USA LLC	LEASE/RENT	SHRED	8123915060	1/18/2018	1/18/2018	35.00			
43	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8048056551	1/10/2018	1/11/2018	29.99			
44	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8048056551	1/10/2018	1/11/2018	37.98			
45	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8048056551	1/10/2018	1/11/2018	67.09			
46	THE SUPPLY ROOM	LEASE/RENT	5 GALLONS	3173582-0	1/17/2018	1/26/2018	29.94			

	A	B	C	D	F	G	H	I	J
1	County of Fluvanna		From Date: 1/1/2018						
2	Accounts Payable List		To Date: 1/31/2018						
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
47	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	STAPLER FINISHER	21898236	1/18/2018	1/18/2018	47.59		
48								Total:	\$252.58
49									
50	COUNTY ATTORNEY								
51	PAYNE & HODOUS, LLP.	PROFESSIONAL SERVICES	LEGAL FEES	127751	1/18/2018	1/18/2018	20,991.07		
52								Total:	\$20,991.07
53									
54	COMMISSIONER OF THE REVENUE								
55	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	COLOR PRINTER	079572	1/4/2018	1/5/2018	1,020.00		
56	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	COPIER	079573	1/4/2018	1/5/2018	1,860.00		
57	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD	123117	12/31/2017	1/26/2018	296.10		
58	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	5.97		
59	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	10.97		
60	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	32.92		
61	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	123117	1/18/2018	1/18/2018	21.93		
62	NADA APPRAISAL GUIDES	PRINTING AND BINDING	ATV PW GUIDE	P1-8-2945177	1/17/2018	1/26/2018	25.00		
63	NADA USED CAR GUIDE	PRINTING AND BINDING	USER GUIDE	000662808	1/17/2018	1/26/2018	134.00		
64	RICHMOND TIMES-DISPATCH	ADVERTISING	PROPOSALS/REASSESSMENT	123117	1/17/2018	1/26/2018	94.60		
65	SHRED-IT USA LLC	LEASE/RENT	SHRED	8123915060	1/18/2018	1/18/2018	35.00		
66	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8048056551	1/10/2018	1/11/2018	(\$24.99)		
67	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8048056551	1/10/2018	1/11/2018	15.99		
68	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8048056551	1/10/2018	1/11/2018	24.99		
69	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8048056551	1/10/2018	1/11/2018	56.89		
70	STONEWALL TECHNOLOGIES	PROFESSIONAL SERVICES	VAMANET	8965	1/10/2018	1/11/2018	300.00		
71	THE SUPPLY ROOM	LEASE/RENT	COOLER RENTAL	3182403-0	1/10/2018	1/11/2018	9.99		
72	V.A.L.E.C.O.	SUBSISTENCE & LODGING	ANNUAL MEETING	010918	1/10/2018	1/11/2018	25.00		
73	VERIZON	TELECOMMUNICATIONS	WIRELESS	9798379685	1/4/2018	1/5/2018	50.08		
74	VERIZON	TELECOMMUNICATIONS	WIRELESS	9800181200	1/17/2018	1/26/2018	50.16		
75								Total:	\$4,044.60
76									
77	TREASURER								
78	BMS DIRECT	POSTAL SERVICES	DELINQUENT BILLS	78344	1/31/2018	1/31/2018	3,014.00		
79	BMS DIRECT	PRINTING AND BINDING	POSTAGE	119565	1/10/2018	1/11/2018	250.00		
80	BMS DIRECT	PRINTING AND BINDING	MAILING DOG TAGS	121907	1/17/2018	1/26/2018	81.93		
81	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	20171047*	1/10/2018	1/11/2018	175.00		
82	FLUVANNA REVIEW	ADVERTISING	DOG TAGS	2018F2-12	1/17/2018	1/26/2018	63.00		
83	FLUVANNA REVIEW	ADVERTISING	AD/DOG TAGS	2018F3-12	1/17/2018	1/26/2018	63.00		
84	MECHUMS RIVER SECURITY	LEASE/RENT	QTR MONITORING	9439	1/10/2018	1/11/2018	60.00		
85	PITNEY BOWES INC	OFFICE SUPPLIES	SUPPLIES	1006251079	1/17/2018	1/26/2018	40.34		
86	QUILL	OFFICE SUPPLIES	SUPPLIES	3721822	1/18/2018	1/18/2018	53.76		

	A	B	C	D	F	G	H	I	J									
1	County of Fluvanna Accounts Payable List																	
2										From Date: 1/1/2018 To Date: 1/31/2018								
3																		
4																		
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount											
87	QUILL	OFFICE SUPPLIES	SUPPLIES	3752067	1/17/2018	1/26/2018	34.99											
88	QUILL	OFFICE SUPPLIES	SUPPLIES	3767683	1/17/2018	1/26/2018	42.98											
89	QUILL	OFFICE SUPPLIES	SUPPLIES	3951733	1/17/2018	1/26/2018	62.98											
90	SHRED-IT USA LLC	LEASE/RENT	SHRED	8123915060	1/18/2018	1/18/2018	35.00											
91	THE SUPPLY ROOM	LEASE/RENT	COOLER RENTAL	3182402-0	1/18/2018	1/18/2018	9.99											
92	VERIZON	TELECOMMUNICATIONS	WIRELESS	9798379685	1/4/2018	1/5/2018	50.08											
93	VERIZON	TELECOMMUNICATIONS	WIRELESS	9800181200	1/17/2018	1/26/2018	50.16											
94	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21898237	1/17/2018	1/26/2018	131.38											
95																		
96																		
97	INFORMATION TECHNOLOGY																	
98	AHA CONSULTING INC	ADP SERVICES	MAINTENANCE SUPPORT	00000446	1/4/2018	1/5/2018	100.00											
99	AHA CONSULTING INC	ADP SERVICES	PAGE KEY	00302641	1/17/2018	1/26/2018	250.00											
100	BANK OF AMERICA	ADP SERVICES	P-CARD	123117	12/31/2017	1/26/2018	14.99											
101	BANK OF AMERICA	ADP SERVICES	P-CARD	123117	12/31/2017	1/26/2018	16.50											
102	BANK OF AMERICA	ADP SERVICES	P-CARD	123117	12/31/2017	1/26/2018	25.00											
103	BANK OF AMERICA	ADP SERVICES	P-CARD	123117	12/31/2017	1/26/2018	503.54											
104	BANK OF AMERICA	ADP SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	32.93											
105	BANK OF AMERICA	ADP SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	69.64											
106	BANK OF AMERICA	ADP SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	82.90											
107	BANK OF AMERICA	ADP SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	149.34											
108	BANK OF AMERICA	ADP SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	186.75											
109	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD	123117	12/31/2017	1/26/2018	144.30											
110	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD	123117	12/31/2017	1/26/2018	144.55											
111	CGS	ADP SERVICES	ANNUAL MAINTENANCE	ARSO000101018	1/17/2018	1/26/2018	629.34											
112	DELL MARKETING, L.P.	ADP SUPPLIES	IT SUPPLIES	10216309914	1/10/2018	1/11/2018	166.00											
113	DELL MARKETING, L.P.	EDP EQUIPMENT	IT SUPPLIES	10216309914	1/10/2018	1/11/2018	1,337.70											
114	MICROSOFT AZURE	ADP SERVICES	SOFTWARE	E080051MZ2	1/4/2018	1/5/2018	144.25											
115	QUANTUM CORPORATION	ADP SERVICES	RENEWAL	60128099	1/10/2018	1/11/2018	806.75											
116	TRIO SYSTEMS LLC	ADP SERVICES	SOFTWARE MAINTENANCE	66767	1/10/2018	1/11/2018	1,868.00											
117	TRIO SYSTEMS LLC	ADP SUPPLIES	SOFTWARE MAINTENANCE	66767	1/10/2018	1/11/2018	395.00											
118	VERIZON	TELECOMMUNICATIONS	WIRELESS	9798379685	1/4/2018	1/5/2018	140.17											
119	VERIZON	TELECOMMUNICATIONS	WIRELESS	9800181200	1/17/2018	1/26/2018	75.67											
120																		
121																		
122	FINANCE																	
123	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	22007438	1/17/2018	1/26/2018	169.45											
124																		
125																		
126	REGISTRAR/ELECTORAL BOARD																	

	A	B	C	D	F	G	H	I	J	
1	County of Fluvanna		From Date: 1/1/2018							
2	Accounts Payable List		To Date: 1/31/2018							
3										
4										
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
127	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	PRINTER	079577	1/10/2018	1/11/2018	155.00			
128	BANK OF AMERICA	CONVENTION AND	P-CARD	123117	12/31/2017	1/26/2018	5.27			
129	BANK OF AMERICA	CONVENTION AND	P-CARD	123117	12/31/2017	1/26/2018	5.30			
130	BANK OF AMERICA	CONVENTION AND	P-CARD	123117	12/31/2017	1/26/2018	46.09			
131	BANK OF AMERICA	POSTAL SERVICES	P-CARD	123117	12/31/2017	1/26/2018	6.80			
132	PROTECT YOUTH SPORTS	PROFESSIONAL SERVICES	BACKGROUND CHECK	569406	1/4/2018	1/5/2018	56.30			
133	VERIZON	TELECOMMUNICATIONS	WIRELESS	9798379685	1/4/2018	1/5/2018	400.07			
134	VERIZON	TELECOMMUNICATIONS	WIRELESS	9800181200	1/17/2018	1/26/2018	50.16			
135								Total:	\$724.99	
136										
137	HUMAN RESOURCES									
138	BANK OF AMERICA	CONVENTION AND	P-CARD	123117	12/31/2017	1/26/2018	219.00			
139	FLUVANNA REVIEW	RECRUITMENT	AD/JOBS POSTED	2018F2-11	1/17/2018	1/26/2018	126.00			
140	MCLAUGHLIN YOUNG EMPLOYEE SERVICES	PROFESSIONAL SERVICES	FEB 2018	48637	1/17/2018	1/26/2018	251.22			
141	PIERCE GROUP BENEFITS	PROFESSIONAL SERVICES	HEALTH BROKER FEE	19FLUVANNA	1/10/2018	1/11/2018	1,203.00			
142	PROTECT YOUTH SPORTS	RECRUITMENT	BACKGROUND CHECK	569406	1/4/2018	1/5/2018	33.00			
143								Total:	\$1,832.22	
144										
145	GENERAL DISTRICT COURT									
146	CENTURYLINK	TELECOMMUNICATIONS	DISTRICT COURT	309871364 121617	1/4/2018	1/5/2018	232.42			
147	SHRED-IT USA LLC	LEASE/RENT	SHRED	8123915060	1/18/2018	1/18/2018	30.00			
148	THE SUPPLY ROOM	MAINTENANCE CONTRACTS	COOLER RENTAL	3182414-0	1/18/2018	1/18/2018	9.99			
149	VIRGINIA BUSINESS SYSTEMS	MAINTENANCE CONTRACTS	COPIER	21859619	1/10/2018	1/11/2018	161.51			
150								Total:	\$433.92	
151										
152	COURT SERVICE UNIT									
153	DENNIS CRONIN	MILEAGE ALLOWANCES	MILEAGE	123117	1/4/2018	1/5/2018	58.32			
154	DENNIS CRONIN	MILEAGE ALLOWANCES	MILEAGE	113017	1/4/2018	1/5/2018	71.69			
155	THE SUPPLY ROOM	LEASE/RENT	3183879/WATER AND COOLER RENTAL	3153571 3182413	1/17/2018	1/26/2018	34.95			
156								Total:	\$164.96	
157										
158	CLERK OF THE CIRCUIT COURT									
159	CASKIE GRAPHICS, INC.	PRINTING AND BINDING	CIVIL FILES	33169	1/18/2018	1/18/2018	444.72			
160	LOGAN SYSTEMS, INC.	PROFESSIONAL SERVICES	SERVICES	50547	1/18/2018	1/18/2018	2,541.67			
161	SHRED-IT USA LLC	LEASE/RENT	SHRED	8123915060	1/18/2018	1/18/2018	30.00			
162	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8048056551	1/10/2018	1/11/2018	5.92			
163	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8048056551	1/10/2018	1/11/2018	47.38			
164	THE SUPPLY ROOM	OFFICE SUPPLIES	5 GALLONS	3153577-0	1/17/2018	1/26/2018	4.99			
165	U.S. POSTAL SERVICE	POSTAL SERVICES	POSTAGE	010318	1/4/2018	1/5/2018	1,000.00			
166	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21970790	1/17/2018	1/26/2018	201.48			

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1	County of Fluvanna		From Date: 1/1/2018						
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3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
167	VIRGINIA COURT CLERKS' ASSOCIATION	CONVENTION AND	COURT MGR CLASS	010318	1/4/2018	1/5/2018	250.00		
168								Total:	\$4,526.16
169									
170	CIRCUIT COURT JUDGE								
171	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	8.28		
172	ALAN S CRUMMETTE	COMPENSATION-	JURY DUTY 1/8/18	065J1809012-6	1/11/2018	1/11/2018	30.00		
173	ANITA R BURDINE	COMPENSATION-	JURY DUTY 1/8-9/18	065J1809012-3	1/11/2018	1/11/2018	60.00		
174	BRIAN R MCPHERSON	COMPENSATION-	JURY DUTY 1/8/18	065J1809012-20	1/11/2018	1/11/2018	30.00		
175	BRYAN L FOSTER	COMPENSATION-	JURY DUTY 1/8/18	065J1809012-12	1/11/2018	1/11/2018	30.00		
176	DAVID G WOOD	COMPENSATION-	JURY DUTY 1/8/18	065J1809012-1-28	1/11/2018	1/11/2018	30.00		
177	DEBRA A CALABRETTA	COMPENSATION-	JUSTY DUTY 1/8/18	065J1809012-4	1/11/2018	1/11/2018	30.00		
178	DONALD W FIELDS	COMPENSATION-	JURY DUTY 1/8/18	065J1809012-11	1/11/2018	1/11/2018	30.00		
179	GINGER S JONES	COMPENSATION-	JURY DUTY 1/8-9/18	065J1809012-15	1/11/2018	1/11/2018	60.00		
180	JAKE W AUSTIN	COMPENSATION-	JURY DUTY 01/08/18	065J1809012-1	1/11/2018	1/11/2018	30.00		
181	JOSHUA J DAHL	COMPENSATION-	JURY DUTY 1/8-9/18	065J1809012-7	1/11/2018	1/11/2018	60.00		
182	KATE BEADLE	COMPENSATION-	JURY DUTY 01/8-9/18	065J1809012-2	1/11/2018	1/11/2018	60.00		
183	KIM P THOMPSON	COMPENSATION-	JURY DUTY 1/8/18	065J1809012-24	1/11/2018	1/11/2018	30.00		
184	LEANA B PRICE	COMPENSATION-	JURY DUTY 1/8-9/18	065J1809012-22	1/11/2018	1/11/2018	60.00		
185	LESLIE E MASON III	COMPENSATION-	JURY DUTY 1/8-9/18	065J1809012-17	1/11/2018	1/11/2018	60.00		
186	MARCUS T WESLEY	COMPENSATION-	JURY DUTY 1/8/18	065J1809012-27	1/11/2018	1/11/2018	30.00		
187	MCKINLEY M COSNER	COMPENSATION-	JURY DUTY 1/8/18	065J1809012-5	1/11/2018	1/11/2018	30.00		
188	MICHAEL C MAY	COMPENSATION-	JURY DUTY 1/8-9/18	065J1809012-18	1/11/2018	1/11/2018	60.00		
189	MICHAEL W MCGURK	COMPENSATION-	JURY DUTY 1/8-9/18	065J1809012-19	1/11/2018	1/11/2018	60.00		
190	OLIVER H DUBON	COMPENSATION-	JURY DUTY 1/8/18	065J1809012-10	1/11/2018	1/11/2018	30.00		
191	PAUL R HOKANSON	COMPENSATION-	JURY DUTY 1/8-9/18	065J1809012-14	1/11/2018	1/11/2018	60.00		
192	RANDALL B LEAKE	COMPENSATION-	JURY DUTY 1/8/18	065J1809012-16	1/11/2018	1/11/2018	30.00		
193	SAMUEL A WALKER	COMPENSATION-	JURY DUTY 1/8/18	065J1809012-26	1/11/2018	1/11/2018	30.00		
194	SARAH N DRENNEN	COMPENSATION-	JURY DUTY 1/8/18	065J1809012-9	1/11/2018	1/11/2018	30.00		
195	SHANNON H OLIVER	COMPENSATION-	JURY DUTY 1/8-9/18	065J1809012-21	1/11/2018	1/11/2018	60.00		
196	SHERRON J HALEY	COMPENSATION-	JURY DUTY 1/8-9/18	065J1809012-13	1/11/2018	1/11/2018	60.00		
197	SUSAN G VAUGHAN	COMPENSATION-	JURY DUTY 1/8/18	065J1809012-25	1/11/2018	1/11/2018	30.00		
198	VICKY B DAVIS	COMPENSATION-	JURY DUTY 1/8/18	065J1809012-8	1/11/2018	1/11/2018	30.00		
199	WILLARD A STANTON	COMPENSATION-	JURY DUTY 1/8-9/18	065J1809012-23	1/11/2018	1/11/2018	60.00		
200	BRIAN PLATT	COMPENSATION-WITNESS	WITNESS/MILEAGE	0036632	1/11/2018	1/11/2018	262.69		
201	THE SUPPLY ROOM	OFFICE SUPPLIES	COOLER RENTAL	3182399-0	1/10/2018	1/11/2018	19.98		
202	TRISTANA TREADWAY	OFFICE SUPPLIES	REIMBURSEMENT	010618	1/10/2018	1/11/2018	19.79		
203								Total:	\$1,510.74
204									
205	COMMONWEALTH ATTY								
206	BANK OF AMERICA	CONVENTION AND	P-CARD	123117	12/31/2017	1/26/2018	10.00		

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2	Accounts Payable List		To Date: 1/31/2018							
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
207	BANK OF AMERICA	CONVENTION AND	P-CARD	123117	12/31/2017	1/26/2018	12.00			
208	BANK OF AMERICA	CONVENTION AND	P-CARD	123117	12/31/2017	1/26/2018	33.09			
209	BANK OF AMERICA	CONVENTION AND	P-CARD	123117	12/31/2017	1/26/2018	40.00			
210	JEFF HAISLIP	CONVENTION AND	MILEAGE	012318	1/17/2018	1/26/2018	68.48			
211	MATTHEW BENDER & CO INC	MAINTENANCE CONTRACTS	SUBSCRIPTION	3091281256	1/4/2018	1/5/2018	130.00			
212	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	011518	1/17/2018	1/26/2018	75.00			
213	PROFESSIONAL DIGITAL FORENSIC	CONTRACT SERVICES	RECORDS ANALYSIS	17-041-01	1/10/2018	1/11/2018	1,500.00			
214	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8048056551	1/10/2018	1/11/2018	7.00			
215	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8048056551	1/10/2018	1/11/2018	83.60			
216	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8048056551	1/10/2018	1/11/2018	182.38			
217	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8048056551	1/10/2018	1/11/2018	219.99			
218	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8048056551	1/10/2018	1/11/2018	227.49			
219	THE SUPPLY ROOM	LEASE/RENT	COOLER RENTAL	3182408-0	1/10/2018	1/11/2018	9.99			
220	VERIZON	TELECOMMUNICATIONS	WIRELESS	9798379685	1/4/2018	1/5/2018	50.08			
221	VERIZON	TELECOMMUNICATIONS	WIRELESS	9800181200	1/17/2018	1/26/2018	50.16			
222	VIRGINIA VICTIM ASSISTANCE NETWORK	OTHER OPERATING	DUES	994	1/17/2018	1/26/2018	100.00			
223	WEST PAYMENT CENTER	BOOKS/PUBLICATIONS	PRACTICE SERIES	837541068	1/18/2018	1/18/2018	526.00			
224								Total:	\$3,325.26	
225										
226	SHERIFF									
227	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR SUPPLIES	7306801733256	1/17/2018	1/26/2018	9.52			
228	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR SUPPLIES	7306801968190	1/17/2018	1/26/2018	9.56			
229	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR SUPPLIES	7306801226201	1/17/2018	1/26/2018	101.83			
230	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR SUPPLIES	7306801551013	1/17/2018	1/26/2018	123.83			
231	ADVANCE AUTO PARTS	VEHICLES REP & MAINT	CAR SUPPLIES	6063801634353	1/17/2018	1/26/2018	123.83			
232	AT&T 286-3642	TELECOMMUNICATIONS	MONTHLY CHARGES	010618	1/17/2018	1/26/2018	53.59			
233	BANK OF AMERICA	CONVENTION AND	P-CARD	123117	12/31/2017	1/26/2018	500.00			
234	BANK OF AMERICA	POLICE SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	7.35			
235	BANK OF AMERICA	POLICE SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	471.98			
236	BANK OF AMERICA	UNIFORM/WEARING	P-CARD	123117	12/31/2017	1/26/2018	20.99			
237	BANK OF AMERICA	VEHICLE/POWER EQUIP	P-CARD	123117	12/31/2017	1/26/2018	22.35			
238	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	011618B	1/17/2018	1/26/2018	51.50			
239	CENTURYLINK	TELECOMMUNICATIONS	SHERIFF OFFICE	309903768 010718	1/17/2018	1/26/2018	149.26			
240	CLEAR COMMUNICATIONS AND	VEHICLES REP & MAINT	TUNING FORKS	114686	1/17/2018	1/26/2018	12.00			
241	CLEAR COMMUNICATIONS AND	VEHICLES REP & MAINT	MAINTENANCE	114687	1/17/2018	1/26/2018	190.24			
242	COLONIAL AUTO CENTER	VEHICLES REP & MAINT	CAR MAINTENANCE	692202	1/10/2018	1/11/2018	421.11			
243	COLONIAL AUTO CENTER	VEHICLES REP & MAINT	CAR MAINTENANCE	690062	1/10/2018	1/11/2018	1,677.99			
244	EVIDENT CRIME SCENE PRODUCTS	POLICE SUPPLIES	SUPPLIES	126844A	1/10/2018	1/11/2018	248.25			
245	EVIDENT CRIME SCENE PRODUCTS	POLICE SUPPLIES	POLICE SUPPLIES	127482A	1/17/2018	1/26/2018	160.00			
246	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	CAR PARTS	015-324884	1/17/2018	1/26/2018	154.90			

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247	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	CAR PARTS	015-324952	1/17/2018	1/26/2018	314.76		
248	FLUVANNA ACE HARDWARE	POLICE SUPPLIES	SUPPLIES	64689	1/10/2018	1/11/2018	13.98		
249	FORK UNION ANIMAL CLINIC	PROFESSIONAL SERVICES	EXAMINATION	157804	1/17/2018	1/26/2018	39.75		
250	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	008980002	1/10/2018	1/11/2018	39.00		
251	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	008980003	1/10/2018	1/11/2018	39.00		
252	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	0089889939	1/10/2018	1/11/2018	39.00		
253	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	008989940	1/10/2018	1/11/2018	39.00		
254	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	008989941	1/10/2018	1/11/2018	39.00		
255	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	008989942	1/10/2018	1/11/2018	39.00		
256	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	008989943	1/10/2018	1/11/2018	48.00		
257	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	008989938	1/10/2018	1/11/2018	1,085.00		
258	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	009010836	1/18/2018	1/18/2018	39.00		
259	GALLS, LLC.	UNIFORM/WEARING	UNIFORMS	009023702	1/18/2018	1/18/2018	85.00		
260	GALLS, LLC.	UNIFORM/WEARING	POLICE HELMET	009023864	1/18/2018	1/18/2018	290.00		
261	IRA GREEN INC	POLICE SUPPLIES	SUPPLIES	700000000226462	1/10/2018	1/11/2018	175.00		
262	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	123117	1/18/2018	1/18/2018	4,999.31		
263	JOHN E. REID & ASSOCIATES, INC	CONVENTION AND	BOOK	180129	1/17/2018	1/26/2018	575.00		
264	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD/378999	1/4/2018	1/5/2018	142.50		
265	SHRED-IT USA LLC	LEASE/RENT	SHRED	8123915060	1/18/2018	1/18/2018	35.00		
266	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	TOW/REPAIRS	10018234	1/17/2018	1/26/2018	450.00		
267	STAPLES CONTRACT & COMMERCIAL, INC.	FURNITURE & FIXTURES	SUPPLIES	8048056551	1/10/2018	1/11/2018	209.99		
268	STAPLES CONTRACT & COMMERCIAL, INC.	FURNITURE & FIXTURES	SUPPLIES	8048056551	1/10/2018	1/11/2018	549.95		
269	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8048056551	1/10/2018	1/11/2018	37.90		
270	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8048056551	1/10/2018	1/11/2018	104.18		
271	THE SUPPLY ROOM	LEASE/RENT	COOLER RENTAL	3182401-0	1/18/2018	1/18/2018	29.97		
272	TREASURER OF VIRGINIA	PROFESSIONAL SERVICES	MEDICAL EXAMINER	010918	1/17/2018	1/26/2018	80.00		
273	UMANSKY COC LLC	VEHICLES REP & MAINT	CAR SUPPLIES	103593	1/17/2018	1/26/2018	49.97		
274	UMANSKY COC LLC	VEHICLES REP & MAINT	CAR MAINTENANCE	103274	1/17/2018	1/26/2018	259.98		
275	VALLEY OFFICE MACHINES, INC.	MAINTENANCE CONTRACTS	COPIER	180103-0025	1/18/2018	1/18/2018	29.77		
276	VALLEY OFFICE MACHINES, INC.	MAINTENANCE CONTRACTS	COPIER	180103-0026	1/18/2018	1/18/2018	52.13		
277	VALLEY OFFICE MACHINES, INC.	OFFICE SUPPLIES	SUPPLIES	259795	1/17/2018	1/26/2018	1,180.00		
278	VERIZON BUSINESS/MCI COMM SERVICE	TELECOMMUNICATIONS	MONTHLY CHARGES	09628102	1/4/2018	1/5/2018	20.21		
279	VERIZON	TELECOMMUNICATIONS	SHERIFF'S OFFICE	9799512304	1/17/2018	1/26/2018	1,898.93		
280	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21898239	1/17/2018	1/26/2018	77.72		
281	VIRGINIA WHOLESALE TIRE	VEHICLE/POWER EQUIP	TIRES	386514	1/18/2018	1/18/2018	493.72		
282	WELLS FARGO VENDOR FIN SERV	MAINTENANCE CONTRACTS	COPIER	67948510	1/17/2018	1/26/2018	289.90		
283	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR MAINTENANCE	34579	1/10/2018	1/11/2018	16.00		
284	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR MAINTENANCE	34673	1/10/2018	1/11/2018	36.65		
285	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR MAINTENANCE	34674	1/10/2018	1/11/2018	37.77		
286	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR MAINTENANCE	34453	1/10/2018	1/11/2018	263.19		





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6	Vendor Name	Charge To	Description		Invoice Number	Invoice Date	Check Date		Check Amount	
287	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR SUPPLIES		34706	1/18/2018	1/18/2018		52.00	
288	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR MAINTENANCE		34741	1/17/2018	1/26/2018		22.65	
289	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR MAINTENANCE		34729	1/17/2018	1/26/2018		44.25	
290									Total:	\$18,873.21
291										
292	E911									
293	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD		123117	12/31/2017	1/26/2018		307.78	
294	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD		123117	12/31/2017	1/26/2018		13.39	
295	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD		123117	12/31/2017	1/26/2018		25.00	
296	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD		123117	12/31/2017	1/26/2018		208.00	
297	BANK OF AMERICA	UNIFORM/WEARING	P-CARD		123117	12/31/2017	1/26/2018		49.52	
298	CENTURYLINK	TELECOMMUNICATIONS	E911		310214091 121917	1/10/2018	1/11/2018		960.80	
299	COMCAST CORPORATION	TELECOMMUNICATIONS	MONTHLY CHARGES		0046933 010318	1/17/2018	1/26/2018		92.83	
300	COMPUTER PROJECTS OF ILLINOIS (CPI)	MAINTENANCE CONTRACTS	MAINTENANCE		17-12-125ME	1/10/2018	1/11/2018		520.20	
301	NWG SOLUTIONS, LLC.	IT SERVICES	MANAGED SERVICES		42796	1/10/2018	1/11/2018		875.00	
302	NWG SOLUTIONS, LLC.	IT SERVICES	BLOCK TIME		43006	1/17/2018	1/26/2018		2,500.00	
303	NWG SOLUTIONS, LLC.	MAINTENANCE CONTRACTS	DATTO MONTHLY		42792	1/10/2018	1/11/2018		1,103.70	
304	VERIZON	TELECOMMUNICATIONS	SHERIFF'S OFFICE		9799512304	1/17/2018	1/26/2018		346.54	
305	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER		21898239	1/17/2018	1/26/2018		77.73	
306	WITMER PUBLIC SAFETY GROUP, INC	UNIFORM/WEARING	UNIFORM		1820293	1/17/2018	1/26/2018		937.49	
307									Total:	\$8,017.98
308										
309	FIRE AND RESCUE SQUAD									
310	FLUVANNA COUNTY RESCUE SQUAD	FIRE & RESCUE ASSN	QUARTERLY ALLOCATION		FR3 010118	1/4/2018	1/5/2018		24,250.00	
311	FLUVANNA COUNTY VOLUNTEER FIRE	FIRE & RESCUE ASSN	FCFD QUARTERLY		FF3 010118	1/4/2018	1/5/2018		29,928.75	
312	FLUVANNA COUNTY VOLUNTEER FIRE	STATE FIRE FUNDS	STATE FIRE FUNDS		1182018	1/18/2018	1/18/2018		85,889.00	
313	LAKE MONTICELLO FIRE & RESCUE	FIRE & RESCUE ASSN	QUARTERLY		LM3 010118	1/4/2018	1/5/2018		67,500.00	
314	LAKE MONTICELLO FIRE & RESCUE	FIRE & RESCUE CAPITAL	LM FIRE AND RESCUE EXPANSION PROJ		LMEXP 010118	1/4/2018	1/5/2018		65,000.00	
315	LAKE MONTICELLO FIRE & RESCUE	GENERAL LIABILITY	INSURANCE		LM3-1	1/10/2018	1/11/2018		2,101.00	
316	LAKE MONTICELLO FIRE & RESCUE	GENERAL LIABILITY	INSURANCE		LM3-1	1/10/2018	1/11/2018		15,899.00	
317	LAKE MONTICELLO FIRE & RESCUE	VEHICLE INSURANCE	INSURANCE		LM3-1	1/10/2018	1/11/2018		17,079.00	
318	THE HARTFORD	F&R WORKERS	POLICY 8H203277		8931P1165 122717	1/17/2018	1/26/2018		3,862.00	
319	THE HARTFORD	F&R WORKERS	POLICY 5B485285		8931P1165 122617	1/17/2018	1/26/2018		4,073.00	
320									Total:	\$315,581.75
321										
322	CORRECTION AND DETENTION									
323	CENTRAL VIRGINIA REGIONAL JAIL	CVRJ COST OF PRISONERS	FY 17/18 3RD QTR		010118F	1/10/2018	1/11/2018		320,512.50	
324									Total:	\$320,512.50
325										
326	BUILDING INSPECTIONS									


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4										
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
327	BANK OF AMERICA	CONVENTION AND	P-CARD	123117	12/31/2017	1/26/2018	160.00			
328	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	35.79			
329	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	123117	1/18/2018	1/18/2018	43.52			
330	TREASURER OF VIRGINIA	SURCHARGE	LEVY PERMIT FEES 2ND QTR	LV201802 010318	1/18/2018	1/18/2018	589.73			
331	VERIZON	TELECOMMUNICATIONS	WIRELESS	9798379685	1/4/2018	1/5/2018	110.16			
332	VERIZON	TELECOMMUNICATIONS	WIRELESS	9800181200	1/17/2018	1/26/2018	110.32			
333								Total:	\$1,049.52	
334										
335	EMERGENCY MANAGEMENT									
336	EMS MANAGEMENT & CONSULTANTS, INC	CONTRACT SERVICES	NPP LETTERS	032244	1/18/2018	1/18/2018	3,221.03			
337	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	123117	1/18/2018	1/18/2018	62.42			
338	VERIZON	TELECOMMUNICATIONS	WIRELESS	9800181200	1/17/2018	1/26/2018	411.75			
339								Total:	\$3,695.20	
340										
341	ANIMAL CONTROL									
342	FLUVANNA SPCA	CONTRACT SERVICES	FY18 3RD QTR	10118	1/4/2018	1/5/2018	38,536.50			
343	FORK UNION ANIMAL CLINIC	PROFESSIONAL SERVICES	SERVICES	157137	1/18/2018	1/18/2018	318.75			
344	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	123117	1/18/2018	1/18/2018	553.67			
345	VERIZON	TELECOMMUNICATIONS	SHERIFF'S OFFICE	9799512304	1/17/2018	1/26/2018	180.34			
346								Total:	\$39,589.26	
347										
348	FACILITIES									
349	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD	123117	12/31/2017	1/26/2018	79.15			
350	BANK OF AMERICA	CONTRACT SERVICES	P-CARD	123117	12/31/2017	1/26/2018	222.98			
351	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	123117	12/31/2017	1/26/2018	435.00			
352	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	123117	12/31/2017	1/26/2018	(\$85.91)			
353	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	123117	12/31/2017	1/26/2018	(\$5.00)			
354	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	123117	12/31/2017	1/26/2018	1.05			
355	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	123117	12/31/2017	1/26/2018	51.33			
356	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	123117	12/31/2017	1/26/2018	78.17			
357	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	123117	12/31/2017	1/26/2018	84.99			
358	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	123117	12/31/2017	1/26/2018	85.91			
359	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	123117	12/31/2017	1/26/2018	150.37			
360	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	123117	12/31/2017	1/26/2018	188.78			
361	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	123117	12/31/2017	1/26/2018	535.59			
362	BANK OF AMERICA	JANITORIAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	112.72			
363	BANK OF AMERICA	JANITORIAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	120.66			
364	BANK OF AMERICA	VEHICLES REP & MAINT	P-CARD	123117	12/31/2017	1/26/2018	129.00			
365	BROWN MOTOR PARTS, INC.	GENERAL MATERIALS AND	CAR SUPPLIES	87735	1/18/2018	1/18/2018	11.66			
366	BROWN MOTOR PARTS, INC.	VEHICLES REP & MAINT	CAR SUPPLIES	87735	1/18/2018	1/18/2018	73.41			

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367	BUDGET ELECTRICAL & MECHANICAL, LLC.	BLDGS EQUIP REP & MAINT	REPAIRS OLD COURTHOUSE	1299	1/10/2018	1/11/2018	1,214.65		
368	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	011018	1/17/2018	1/26/2018	364.19		
369	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3760	42577	1/17/2018	1/26/2018	230.95		
370	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3809	42590	1/17/2018	1/26/2018	265.60		
371	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3812	42571	1/17/2018	1/26/2018	276.64		
372	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3769	42505	1/17/2018	1/26/2018	402.16		
373	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3810	42591	1/17/2018	1/26/2018	425.60		
374	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3746	42499	1/17/2018	1/26/2018	470.52		
375	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3730	42497	1/17/2018	1/26/2018	665.54		
376	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3771	42563	1/17/2018	1/26/2018	1,160.59		
377	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3742	42498	1/17/2018	1/26/2018	2,441.30		
378	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394172995	1/4/2018	1/5/2018	136.13		
379	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394172996	1/4/2018	1/5/2018	166.20		
380	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394174930	1/10/2018	1/11/2018	142.78		
381	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394176894	1/17/2018	1/26/2018	136.13		
382	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394178797	1/17/2018	1/26/2018	136.13		
383	COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	SUPPLIES	65694	1/17/2018	1/26/2018	111.44		
384	COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	SUPPLIES	65692	1/17/2018	1/26/2018	593.26		
385	COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	SUPPLIES	65580	1/17/2018	1/26/2018	1,926.94		
386	FLUVANNA ACE HARDWARE	BLDGS EQUIP REP & MAINT	SUPPLIES	123117	1/18/2018	1/18/2018	77.42		
387	FLUVANNA ACE HARDWARE	GENERAL MATERIALS AND	SUPPLIES	123117	1/18/2018	1/18/2018	77.51		
388	FLUVANNA ACE HARDWARE	VEHICLE/POWER EQUIP	SUPPLIES	123117	1/18/2018	1/18/2018	4.00		
389	FLUVANNA REVIEW	ADVERTISING	PLANNING HEARING	2017F52-10	1/18/2018	1/18/2018	63.00		
390	FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING	2018F1-12	1/18/2018	1/18/2018	63.00		
391	GARY OSTEEN PLUMBING	BLDGS EQUIP REP & MAINT	REPAIRS	010318	1/10/2018	1/11/2018	90.00		
392	GARY OSTEEN PLUMBING	BLDGS EQUIP REP & MAINT	LEAKING P-TRAP/GYM	011218	1/17/2018	1/26/2018	160.00		
393	HAI SLIP CONSTRUCTION INC	BLDGS EQUIP REP & MAINT	MAINTENANCE	010118	1/10/2018	1/11/2018	1,800.00		
394	HAI SLIP CONSTRUCTION INC	BLDGS EQUIP REP & MAINT	MAINTENANCE	010118A	1/10/2018	1/11/2018	2,200.00		
395	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	123117	1/18/2018	1/18/2018	1,441.19		
396	JONES AUTOMOTIVE/ALL STAR AUTO	GENERAL MATERIALS AND	CAR SUPPLIES	475774	1/18/2018	1/18/2018	187.42		
397	JONES AUTOMOTIVE/ALL STAR AUTO	GENERAL MATERIALS AND	CAR SUPPLIES	475774	1/18/2018	1/18/2018	203.64		
398	JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLES REP & MAINT	CAR SUPPLIES	475774	1/18/2018	1/18/2018	35.52		
399	LOWE'S	GENERAL MATERIALS AND	SUPPLIES	122517	1/10/2018	1/11/2018	1,701.93		
400	LOWE'S	JANITORIAL SUPPLIES	SUPPLIES	122517	1/10/2018	1/11/2018	180.44		
401	MAC'S SERVICE CENTER	VEHICLES REP & MAINT	CAR MAINTENANCE	0033831	1/17/2018	1/26/2018	103.09		
402	Michael Chenail	BLDGS EQUIP REP & MAINT	CUSTOM CONTOUR	2666	1/17/2018	1/26/2018	397.45		
403	Michael Chenail	BLDGS EQUIP REP & MAINT	WOOD POSTS	2658	1/17/2018	1/26/2018	976.40		
404	MSC INDUSTRIAL SUPPLY CO	GENERAL MATERIALS AND	AIR FILTER	89722578	1/17/2018	1/26/2018	33.42		
405	MSC INDUSTRIAL SUPPLY CO	GENERAL MATERIALS AND	SUPPLIES	C90084128	1/17/2018	1/26/2018	208.48		
406	MSDSONLINE INC	CONTRACT SERVICES	SUBSCRIPTION	495091	1/18/2018	1/18/2018	2,600.00		


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407	QUALITY WELDING, INC	GENERAL MATERIALS AND	SUPPLIES	40957	1/4/2018	1/5/2018	249.73			
408	QUALITY WELDING, INC	GENERAL MATERIALS AND	SUPPLIES	41014	1/18/2018	1/18/2018	64.94			
409	QUALITY WELDING, INC	GENERAL MATERIALS AND	SUPPLIES	41036	1/17/2018	1/26/2018	89.68			
410	RAFALY ELECTRICAL CONTRACTORS, INC.	BLDGS EQUIP REP & MAINT	REPAIRS	7652	1/17/2018	1/26/2018	232.50			
411	RAFALY ELECTRICAL CONTRACTORS, INC.	BLDGS EQUIP REP & MAINT	REPAIRS	7651	1/17/2018	1/26/2018	753.00			
412	THE SUPPLY ROOM	GENERAL MATERIALS AND	SUPPLIES	3176899-0	1/4/2018	1/5/2018	115.64			
413	THE SUPPLY ROOM	OFFICE SUPPLIES	SUPPLIES	3183879-0	1/17/2018	1/26/2018	55.24			
414	VERIZON	TELECOMMUNICATIONS	WIRELESS	9798379685	1/4/2018	1/5/2018	631.09			
415	VERIZON	TELECOMMUNICATIONS	WIRELESS	9800181200	1/17/2018	1/26/2018	631.98			
416	VIRGINIA COOPERATIVE EXTENSION	CONVENTION AND	PESTICIDE RECERTIFICATION	010418 A	1/4/2018	1/5/2018	15.00			
417	VIRGINIA COOPERATIVE EXTENSION	CONVENTION AND	PESTICIDE RECERTIFICATION	010418 B	1/4/2018	1/5/2018	15.00			
418	W.W. GRAINGER INC	BLDGS EQUIP REP & MAINT	ELECTRONIC LOCK	9668274617	1/17/2018	1/26/2018	1,266.37			
419	W.W. GRAINGER INC	GENERAL MATERIALS AND	SUPPLIES	9648382530	1/4/2018	1/5/2018	1,292.00			
420	W.W. GRAINGER INC	GENERAL MATERIALS AND	SUPPLIES	9654528679	1/18/2018	1/18/2018	57.68			
421	W.W. GRAINGER INC	GENERAL MATERIALS AND	SUPPLIES	9654081935	1/18/2018	1/18/2018	73.73			
422	W.W. GRAINGER INC	GENERAL MATERIALS AND	SUPPLIES	9661865650	1/17/2018	1/26/2018	236.99			
423	W.W. GRAINGER INC	GENERAL MATERIALS AND	SUPPLIES	9661865643	1/17/2018	1/26/2018	697.50			
424							Total:	\$32,618.59		
425										
426	GENERAL SERVICES									
427	AQUA VIRGINIA, INC.	WATER SERVICES	213 MAIN ST	7970740556855 010418	1/17/2018	1/26/2018	19.12			
428	AQUA VIRGINIA, INC.	WATER SERVICES	181 MAIN ST	15301850550900 0104	1/17/2018	1/26/2018	22.11			
429	AQUA VIRGINIA, INC.	WATER SERVICES	197 MAIN ST	7929310552932 010418	1/17/2018	1/26/2018	22.86			
430	AQUA VIRGINIA, INC.	WATER SERVICES	197 MAIN ST	7929300552931 010418	1/17/2018	1/26/2018	82.70			
431	AQUA VIRGINIA, INC.	WATER SERVICES	132 MAIN ST	7800100540828 010418	1/17/2018	1/26/2018	84.75			
432	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	FIRE ALARM MONITORING	2165111	1/17/2018	1/26/2018	390.00			
433	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	FIRE ALARM MONITORING	2165112	1/17/2018	1/26/2018	390.00			
434	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	105221-009 121917	1/4/2018	1/5/2018	13.06			
435	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	203061-001 121917	1/4/2018	1/5/2018	27.12			
436	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GR DR	105221-006 121917	1/4/2018	1/5/2018	28.39			
437	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	479 CUNNINGHAM RD	2133-003 121917	1/4/2018	1/5/2018	28.39			
438	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GR DR	275904-006 121917	1/4/2018	1/5/2018	28.39			
439	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	563 WILMINGTON RD	85473-004 121917	1/4/2018	1/5/2018	28.39			
440	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	718 THOMAS JEFF PKWY	85473-003 121917	1/4/2018	1/5/2018	28.59			
441	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	105221-002 121917	1/4/2018	1/5/2018	30.39			
442	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GR DR	105221-007 121917	1/4/2018	1/5/2018	30.39			
443	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GR DR	105221-008 121917	1/4/2018	1/5/2018	31.44			
444	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	105221-003 121917	1/4/2018	1/5/2018	32.28			
445	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	COMPETITION PARK RD	105221-004 121917	1/4/2018	1/5/2018	34.76			
446	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	2977 W RIVER RD	275904-010 121917	1/4/2018	1/5/2018	51.74			

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447	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	W RIVER RD	275904-008 121917	1/4/2018	1/5/2018	122.43		
448	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	COMPETITION PARK RD	105221-001 121917	1/4/2018	1/5/2018	123.21		
449	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	11206 W RVER RD	85473-005 121917	1/4/2018	1/5/2018	155.31		
450	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	563 WILMINGTON RD	85473-006 121917	1/4/2018	1/5/2018	160.68		
451	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	11206 W RIVER RD	275904-002 121917	1/4/2018	1/5/2018	251.11		
452	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	E911 TOWER	275904-009 121917	1/4/2018	1/5/2018	297.43		
453	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GR DR	275904-004 121917	1/4/2018	1/5/2018	585.51		
454	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	479 CUNNINGHAM RD	2133-005 121917	1/4/2018	1/5/2018	650.11		
455	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	563 WILMINGTON RD	85473-004 122717	1/10/2018	1/11/2018	35.01		
456	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	160 COMMONS BLVD	85473-002 122817	1/10/2018	1/11/2018	2,332.12		
457	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	51 KENTS STORE	275907-002 010318	1/18/2018	1/18/2018	613.25		
458	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GR	105221-006 011718	1/17/2018	1/26/2018	28.39		
459	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	718 THOMAS JEFF PKWY	85473-003 011718	1/17/2018	1/26/2018	28.50		
460	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	105221-002 011718	1/17/2018	1/26/2018	30.39		
461	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GR DR	105221-007 011718	1/17/2018	1/26/2018	30.39		
462	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	105221-009 011718	1/17/2018	1/26/2018	30.39		
463	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GR DR	105221-008 011718	1/17/2018	1/26/2018	31.65		
464	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	105221-003 011718	1/17/2018	1/26/2018	32.56		
465	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	COMPETITION PARK RD	105221-004 011718	1/17/2018	1/26/2018	33.13		
466	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	563 WILMINGTON RD	85473-006 011718	1/17/2018	1/26/2018	175.85		
467	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	11206 W RIVER RD	85473-005 011718	1/17/2018	1/26/2018	177.92		
468	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	COMPETITION PARK RD	105221-001 011718	1/17/2018	1/26/2018	202.92		
469	CENTRAL VA ELECTRIC COOP	LEASE/RENT	214 COMMONS BLVD	275906-001 122817	1/10/2018	1/11/2018	2,033.09		
470	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	THOMAS JEFF PKWY	85473-001 121917	1/4/2018	1/5/2018	7.81		
471	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	THOMAS JEFF PKWY	85473-001 011718	1/17/2018	1/26/2018	81.58		
472	CENTURYLINK 589-8525	TELECOMMUNICATIONS	PAYPHONE	A397778	1/18/2018	1/18/2018	50.00		
473	CENTURYLINK	TELECOMMUNICATIONS	PERFORMING ARTS	309898636 121617	1/4/2018	1/5/2018	103.90		
474	CENTURYLINK	TELECOMMUNICATIONS	RESQUE SQUAD	310110229 121617	1/4/2018	1/5/2018	190.57		
475	CENTURYLINK	TELECOMMUNICATIONS	PUBLIC WORKS	309363296 121617	1/4/2018	1/5/2018	528.50		
476	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309428096 121617	1/10/2018	1/11/2018	42.74		
477	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309697981 121617	1/10/2018	1/11/2018	51.62		
478	CENTURYLINK	TELECOMMUNICATIONS	CIRCUIT COURT	310338742 121617	1/10/2018	1/11/2018	53.31		
479	CINTAS	MAINTENANCE CONTRACTS	FIRST AID	5009786617	1/18/2018	1/18/2018	377.86		
480	CINTAS	MAINTENANCE CONTRACTS	FIRST AID	8403499060	1/17/2018	1/26/2018	92.27		
481	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	BUS GARAGE	9974215007 122817	1/10/2018	1/11/2018	6.88		
482	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8878 JAMES MAD HWY	0274195007 122817	1/10/2018	1/11/2018	21.64		
483	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	222 MAIN ST	1134080009 122817	1/10/2018	1/11/2018	25.65		
484	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	CELL TOWER	5699060132 122817	1/10/2018	1/11/2018	29.54		
485	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8952 JAMES MAD HWY	0692200942 122817	1/10/2018	1/11/2018	49.03		
486	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	51 COURT SQ	1114097502 122817	1/10/2018	1/11/2018	66.18		

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487	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	211 MAIN ST	1284152509 122817	1/10/2018	1/11/2018	77.80		
488	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	1038 BREMO RD	6260822157 122817	1/10/2018	1/11/2018	98.15		
489	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	197 MAIN ST	1304130006 122817	1/10/2018	1/11/2018	122.15		
490	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	196 MAIN ST	1124090000 122817	1/10/2018	1/11/2018	147.42		
491	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8880 JAMES MAD HWY	2554330007 122817	1/10/2018	1/11/2018	190.05		
492	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	5753 JAMES MAD HWY	4834680458 122717	1/10/2018	1/11/2018	260.78		
493	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	181 MAIN ST	6274752663 122817	1/10/2018	1/11/2018	285.14		
494	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	JAIL MUSEUM	1424085007 122617	1/10/2018	1/11/2018	306.33		
495	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	15704 W RIVER RD	8866300000 122817	1/10/2018	1/11/2018	385.67		
496	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	5725 JAMES MAD HWY	4331888158 122717	1/10/2018	1/11/2018	1,322.65		
497	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8952 JAMES MAD HWY	3023889169 122217	1/18/2018	1/18/2018	6.59		
498	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8878 JAMES MAD HWY	7585518314 122217	1/18/2018	1/18/2018	7.35		
499	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8878 JAMES MAD HWY	0084297506 122217	1/18/2018	1/18/2018	220.96		
500	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	90 RESCUE LN	4894115007 122217	1/18/2018	1/18/2018	294.99		
501	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	14567 JAMES MAD HWY	1005898992 122217	1/18/2018	1/18/2018	305.45		
502	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PUMP HOUSE	4501632147 122217	1/18/2018	1/18/2018	370.22		
503	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8952 JAMES MAD HWY	4144237502 122217	1/18/2018	1/18/2018	650.31		
504	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	TREASURER OFFICE	1024205005 122217	1/18/2018	1/18/2018	800.15		
505	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	35 COURT SQ	1144090006 122217	1/18/2018	1/18/2018	861.60		
506	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	72 MAIN ST	1404067504 122217	1/18/2018	1/18/2018	1,342.67		
507	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	132 MAIN ST	8895892548 122217	1/18/2018	1/18/2018	1,816.28		
508	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8952 JAMES MAD HWY	0074032509 122217	1/18/2018	1/18/2018	2,109.40		
509	DOMINION VIRGINIA POWER	STREET LIGHTS	BESIDE POST OFFICE	7080078962 122817	1/10/2018	1/11/2018	83.29		
510	DOMINION VIRGINIA POWER	STREET LIGHTS	NEAR MASONIC LODGE	9609027314 122817	1/10/2018	1/11/2018	88.98		
511	DOMINION VIRGINIA POWER	STREET LIGHTS	COLUMBIA ST LIGHTS	4210122349 122817	1/10/2018	1/11/2018	202.72		
512	DOMINION VIRGINIA POWER	STREET LIGHTS	PALMYRA VILLAGE	3595578927 122817	1/10/2018	1/11/2018	474.38		
513	INTRASTATE PEST	MAINTENANCE CONTRACTS	FORK UNION COMM SERVICE	967257	1/17/2018	1/26/2018	28.00		
514	INTRASTATE PEST	MAINTENANCE CONTRACTS	PLEASANT GROVE	967273	1/17/2018	1/26/2018	32.00		
515	INTRASTATE PEST	MAINTENANCE CONTRACTS	RESCUE LN	964104	1/17/2018	1/26/2018	34.00		
516	INTRASTATE PEST	MAINTENANCE CONTRACTS	5753 JAMES MAD HWY	964219	1/17/2018	1/26/2018	38.00		
517	INTRASTATE PEST	MAINTENANCE CONTRACTS	14567 JAMES MAD HWY	964220	1/17/2018	1/26/2018	38.00		
518	INTRASTATE PEST	MAINTENANCE CONTRACTS	KENTS STORE	964221	1/17/2018	1/26/2018	38.00		
519	INTRASTATE PEST	MAINTENANCE CONTRACTS	CARYSBROOK	963841 963842	1/17/2018	1/26/2018	40.00		
520	INTRASTATE PEST	MAINTENANCE CONTRACTS	PLEASANT GROVE CONCESSIONS	963843 963844	1/17/2018	1/26/2018	40.00		
521	INTRASTATE PEST	MAINTENANCE CONTRACTS	MONTHLY CHARGES	967252 963127	1/17/2018	1/26/2018	103.00		
522	INTRASTATE PEST	MAINTENANCE CONTRACTS	VILLAGE/35 COURT SQUARE	967260 962638	1/17/2018	1/26/2018	127.00		
523	REPUBLIC SERVICES #410	MAINTENANCE CONTRACTS	TRASH	0410-000645424	1/18/2018	1/18/2018	1,734.42		
524	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	2604211	1/10/2018	1/11/2018	902.92		
525	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	FUEL/REGISTRARS	245523	1/17/2018	1/26/2018	240.49		
526	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	2683946	1/17/2018	1/26/2018	349.22		

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527	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	2930722	1/17/2018	1/26/2018	1,075.32			
528	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	2539299	1/17/2018	1/26/2018	1,300.91			
529	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	2457707	1/17/2018	1/26/2018	1,629.90			
530	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	FUEL	2550133	1/17/2018	1/26/2018	1,717.49			
531	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	2732502	1/17/2018	1/26/2018	2,060.25			
532	THE SUPPLY ROOM	WATER SERVICES	COOLER RENTAL	3182404-0	1/17/2018	1/26/2018	9.99			
533	THE SUPPLY ROOM	WATER SERVICES	COOLER RENTAL	3182410-0	1/17/2018	1/26/2018	9.99			
534	THE SUPPLY ROOM	WATER SERVICES	COOLER RENTAL	3182411-0	1/17/2018	1/26/2018	19.98			
535	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	495731	1/4/2018	1/5/2018	689.69			
536	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	491855	1/4/2018	1/5/2018	1,102.91			
537	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	504749	1/18/2018	1/18/2018	289.21			
538	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	501951	1/18/2018	1/18/2018	913.60			
539	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	508908	1/17/2018	1/26/2018	358.28			
540	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	516399	1/17/2018	1/26/2018	463.18			
541	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	508930	1/17/2018	1/26/2018	636.98			
542	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	508936	1/17/2018	1/26/2018	800.58			
543	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	516318	1/17/2018	1/26/2018	970.88			
544	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	516342	1/17/2018	1/26/2018	2,260.79			
545	TREASURER, FLUVANNA CO	SEWER SERVICES	211 MAIN ST	34976	1/17/2018	1/26/2018	10.77			
546	TREASURER, FLUVANNA CO	SEWER SERVICES	1730 THOMAS JEFF PKWY	34994	1/17/2018	1/26/2018	13.83			
547	TREASURER, FLUVANNA CO	SEWER SERVICES	181 MAIN ST	34973	1/17/2018	1/26/2018	14.59			
548	TREASURER, FLUVANNA CO	SEWER SERVICES	197 MAIN ST	34974	1/17/2018	1/26/2018	14.59			
549	TREASURER, FLUVANNA CO	SEWER SERVICES	160 COMMONS BLVD	34984	1/17/2018	1/26/2018	25.30			
550	TREASURER, FLUVANNA CO	SEWER SERVICES	214 COMMONS BLVD	34985	1/17/2018	1/26/2018	25.30			
551	TREASURER, FLUVANNA CO	SEWER SERVICES	132 MAIN ST	34967	1/17/2018	1/26/2018	29.13			
552	TREASURER, FLUVANNA CO	SEWER SERVICES	72 MAIN ST	34966	1/17/2018	1/26/2018	39.84			
553	TREASURER, FLUVANNA CO	WATER SERVICES	5725 JAMES MAD HWY	35295	1/17/2018	1/26/2018	21.00			
554	TREASURER, FLUVANNA CO	WATER SERVICES	8880 JAMES MAD HWY	35350	1/17/2018	1/26/2018	21.00			
555	TREASURER, FLUVANNA CO	WATER SERVICES	8878 JAMES MAD HWY	35351	1/17/2018	1/26/2018	21.00			
556	TREASURER, FLUVANNA CO	WATER SERVICES	5753 JAMES MAD HWY	35352	1/17/2018	1/26/2018	24.30			
557	TREASURER, FLUVANNA CO	WATER SERVICES	8878 JAMES MAD HWY	35166	1/17/2018	1/26/2018	32.00			
558	TREASURER, FLUVANNA CO	WATER SERVICES	8880 JAMES MAD HWY	35167	1/17/2018	1/26/2018	72.70			
559	W & H RESOURCES, INC	MAINTENANCE CONTRACTS	MAINTENANCE	13238	1/17/2018	1/26/2018	341.25			
560	W & H RESOURCES, INC	MAINTENANCE CONTRACTS	MAINTENANCE	9913	1/17/2018	1/26/2018	1,725.00			
561								Total:	\$46,663.36	
562										
563	PUBLIC WORKS									
564	VERIZON	TELECOMMUNICATIONS	WIRELESS	9798379685	1/4/2018	1/5/2018	100.16			
565	VERIZON	TELECOMMUNICATIONS	WIRELESS	9800181200	1/17/2018	1/26/2018	100.32			
566	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21884711	1/10/2018	1/11/2018	93.04			

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567	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21898238	1/17/2018	1/26/2018	253.29		
568								Total:	\$546.81
569									
570	CONVENIENCE CENTER								
571	BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH	4347-000006087	1/10/2018	1/11/2018	2,042.44		
572	BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH	4347-000006098	1/18/2018	1/18/2018	1,768.04		
573	CAMPBELL EQUIPMENT, INC.	CONTRACT SERVICES	CAR MAINTENANCE	010818	1/17/2018	1/26/2018	67.00		
574	CAROLINA SOFTWARE	BLDGS EQUIP REP & MAINT	SOFTWARE SUPPORT	66766	1/18/2018	1/18/2018	250.00		
575	CENTURYLINK	TELECOMMUNICATIONS	LANDFILL	310392717 121617	1/10/2018	1/11/2018	67.79		
576	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	123117	1/18/2018	1/18/2018	61.24		
577	MO-JOHNS, INC.	LEASE/RENT	PORTABLE TOILET	106586	1/17/2018	1/26/2018	60.00		
578	VERIZON	TELECOMMUNICATIONS	WIRELESS	9798379685	1/4/2018	1/5/2018	90.28		
579	VERIZON	TELECOMMUNICATIONS	WIRELESS	9800181200	1/17/2018	1/26/2018	90.36		
580								Total:	\$4,497.15
581									
582	HEALTH								
583	THOMAS JEFFERSON HEALTH DISTRICT	CONTRACT SERVICES	FY18 3RD QTR ALLOCATION	010118	1/4/2018	1/5/2018	67,447.50		
584								Total:	\$67,447.50
585									
586	VJCCCA								
587	C.M. MENTORING SERVICES LLC	PROFESSIONAL SERVICES	MENTORING	12184295 0118	1/17/2018	1/26/2018	750.00		
588	C.M. MENTORING SERVICES LLC	PROFESSIONAL SERVICES	MENTORING	12184295 1217	1/17/2018	1/26/2018	750.00		
589	SATELLITE TRACKING OF PEOPLE LLC	PROFESSIONAL SERVICES	ELECTRONIC MONITORING	STPINV00044438	1/17/2018	1/26/2018	37.20		
590								Total:	\$1,537.20
591									
592	CSA								
593	BANK OF AMERICA	CONVENTION AND	P-CARD	123117	12/31/2017	1/26/2018	18.00		
594	BANK OF AMERICA	FOOD SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	7.15		
595	BANK OF AMERICA	FOOD SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	14.67		
596	BRYAN MOELLER	MILEAGE ALLOWANCES	MILEAGE	120417	1/4/2018	1/5/2018	21.56		
597								Total:	\$61.38
598									
599	CSA PURCHASE OF SERVICES								
600	A. JAMES ANDERSON, P.H.D	COMM SVCS		P12000905014	12/20/2017	1/26/2018	1,350.00		
601	BELIEVE IN ME YOUTH & FAMILY SERVICES,	COMM SVCS		P12000900485	1/18/2018	1/18/2018	400.00		
602	BELIEVE IN ME YOUTH & FAMILY SERVICES,	COMM SVCS		P12000900387	1/18/2018	1/18/2018	765.00		
603	BELIEVE IN ME YOUTH & FAMILY SERVICES,	COMM SVCS		P12000823386	1/18/2018	1/18/2018	1,035.00		
604	BUILDING HEALTHY CONNECTIONS, INC.	COMM SVCS		P11919533835	11/30/2017	1/26/2018	360.00		
605	BUILDING HEALTHY CONNECTIONS, INC.	COMM SVCS		P12919533815	12/31/2017	1/26/2018	372.00		
606	BUILDING HEALTHY CONNECTIONS, INC.	COMM SVCS		P12919541116	12/31/2017	1/26/2018	372.00		

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607	C.M. MENTORING SERVICES LLC	COMM SVCS		P12919539149	12/31/2017	1/5/2018	1,550.00		
608	C.M. MENTORING SERVICES LLC	COMM SVCS		P12000905717	12/31/2017	1/26/2018	500.00		
609	CHILD CARE NETWORK	COMM SVCS		P12919507988	1/18/2018	1/18/2018	690.00		
610	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P12919530218	12/31/2017	1/26/2018	330.00		
611	DETOUR MENTORING	COMM SVCS		P11919539958	11/30/2017	1/5/2018	165.00		
612	DETOUR MENTORING	COMM SVCS		P12919532357	12/31/2017	1/5/2018	330.00		
613	DETOUR MENTORING	COMM SVCS		P12919511650	12/31/2017	1/5/2018	660.00		
614	DETOUR MENTORING	COMM SVCS		P12919511752	12/31/2017	1/5/2018	880.00		
615	DETOUR MENTORING	COMM SVCS		P12919511851	12/31/2017	1/5/2018	880.00		
616	DETOUR MENTORING	COMM SVCS		P11919511159	11/30/2017	1/5/2018	990.00		
617	DETOUR MENTORING	COMM SVCS		P12919511353	12/31/2017	1/5/2018	990.00		
618	DETOUR MENTORING	COMM SVCS		P12919526254	12/31/2017	1/5/2018	990.00		
619	DETOUR MENTORING	COMM SVCS		P12000828155	12/31/2017	1/5/2018	1,210.00		
620	DETOUR MENTORING	COMM SVCS		P12919511156	12/31/2017	1/5/2018	1,320.00		
621	DETOUR MENTORING	POS MANDATED WSS		P12000903369	12/31/2017	1/5/2018	1,320.00		
622		POS MANDATED FFOP		P12919507501	1/18/2018	1/18/2018	1,820.00		
623		POS MANDATED FFOP		P12919506202	1/18/2018	1/18/2018	2,268.00		
624	DISCOVERY SCHOOL	EDUC SVCS CONG CARE		P11000902164	11/30/2017	1/5/2018	2,460.00		
625	DISCOVERY SCHOOL	EDUC SVCS CONG CARE		P12000902139	12/31/2017	1/26/2018	2,132.00		
626	DISCOVERY SCHOOL	RES. CONG. CARE		P11000902068	11/30/2017	1/5/2018	3,300.00		
627	DISCOVERY SCHOOL	RES. CONG. CARE		P12919506303	1/18/2018	1/18/2018	6,262.00		
628	DISCOVERY SCHOOL	RES. CONG. CARE		P12000902042	12/31/2017	1/26/2018	2,860.00		
629	DISCOVERY SCHOOL	RES. CONG. CARE		P12000901443	12/31/2017	1/26/2018	6,262.00		
630	ELK HILL	COMM SVCS		P12919506019	12/31/2017	1/26/2018	426.25		
631	ELK HILL	COMM SVCS		P12919507620	12/31/2017	1/26/2018	495.00		
632	EXTRA SPECIAL PARENTS, INC.	POS MANDATED WSS		P12000903704	1/18/2018	1/18/2018	581.25		
633	FAMILY PRESERVATION SERV.	COMM SVCS		P11000827361	11/30/2017	1/5/2018	1,500.00		
634	FAMILY PRESERVATION SERV.	COMM SVCS		P11000827260	11/30/2017	1/5/2018	1,890.00		
635	FAMILY PRESERVATION SERV.	POS MANDATED WSS		P11000903870	11/30/2017	1/5/2018	540.00		
636		COMM SVCS		P11000902762	11/30/2017	1/5/2018	400.00		
637		COMM SVCS		P12000902733	12/31/2017	1/26/2018	200.00		
638	INTERCEPT YOUTH SERVICE	COMM SVCS. TRANSITION		P11919526338	11/30/2017	1/26/2018	5,454.60		
639	INTERCEPT YOUTH SERVICE	COMM SVCS. TRANSITION		P12919526337	12/31/2017	1/26/2018	5,636.42		
640	INTERCEPT YOUTH SERVICE	POS MAND FC LIC RES CONG		P12919506897	1/18/2018	1/18/2018	8,951.25		
641		POS MANDATED WSS		P12000904105	1/18/2018	1/18/2018	450.00		
642		POS MANDATED FFOP		P12919517178	12/31/2017	1/11/2018	700.00		
643		POS MANDATED FFOP		P12919526679	12/31/2017	1/11/2018	1,344.00		
644	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P12000825881	1/18/2018	1/18/2018	4,060.00		
645	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P12000825984	1/18/2018	1/18/2018	4,060.00		
646	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P12000826082	1/18/2018	1/18/2018	4,060.00		

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647	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P12000826183	1/18/2018	1/18/2018	4,060.00		
648	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P12000826280	1/18/2018	1/18/2018	4,060.00		
649	LIONHEART RESORT LLC	EDUC SVCS CONG CARE		P11000905165	11/30/2017	1/5/2018	2,100.00		
650	LIONHEART RESORT LLC	EDUC SVCS CONG CARE		P11000825766	11/30/2017	1/5/2018	8,970.00		
651	LIONHEART RESORT LLC	EDUC SVCS CONG CARE		P12000905193	1/18/2018	1/18/2018	2,170.00		
652	LIONHEART RESORT LLC	EDUC SVCS CONG CARE		P12000825792	1/18/2018	1/18/2018	8,980.00		
653		POS MANDATED FFOP		P12919507400	1/18/2018	1/18/2018	776.00		
654		POS MANDATED FFOP		P12919530699	1/18/2018	1/18/2018	2,044.00		
655	NATIONAL COUNSELING GROUP	COMM SVCS		P09919528863	9/30/2017	1/5/2018	371.28		
656	NATIONAL COUNSELING GROUP	COMM SVCS		P12919509021	12/31/2017	1/26/2018	63.65		
657	NATIONAL COUNSELING GROUP	COMM SVCS		P12919533922	12/31/2017	1/26/2018	636.48		
658	NATIONAL COUNSELING GROUP	COMM SVCS		P12919505423	12/31/2017	1/26/2018	720.00		
659	NATIONAL COUNSELING GROUP	COMM SVCS		P12919531424	12/31/2017	1/26/2018	747.89		
660	NATIONAL COUNSELING GROUP	POS MANDATED WSS		P11000900571	11/30/2017	1/5/2018	530.40		
661	NATIONAL COUNSELING GROUP	POS MANDATED WSS		P10000903672	10/31/2017	1/5/2018	596.70		
662	NATIONAL COUNSELING GROUP	POS MANDATED WSS		P12000903647	12/31/2017	1/26/2018	159.12		
663	NATIONAL COUNSELING GROUP	POS MANDATED WSS		P12000900548	12/31/2017	1/26/2018	477.36		
664	NORTH SPRING BEHAVIORAL	EDUC SVCS CONG CARE		P12000904375	12/31/2017	1/11/2018	3,722.56		
665	NORTH SPRING BEHAVIORAL	EDUC SVCS CONG CARE		P11000902376	11/30/2017	1/11/2018	4,187.88		
666	NORTH SPRING BEHAVIORAL	EDUC SVCS CONG CARE		P09000901177	9/30/2017	1/11/2018	4,420.54		
667	PEOPLE PLACES, INC.	COMM SVCS		P12000901526	12/31/2017	1/26/2018	472.50		
668	PEOPLE PLACES, INC.	COMM SVCS		P12919522925	12/31/2017	1/26/2018	914.38		
669	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P12919523844	12/31/2017	1/26/2018	1,045.00		
670	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P12919523745	12/31/2017	1/26/2018	1,680.00		
671	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P12919537646	12/31/2017	1/26/2018	2,480.00		
672	REGION TEN	COMM SVCS		P11000901273	11/30/2017	1/11/2018	1,753.44		
673	REGION TEN	COMM SVCS		P10000901274	10/31/2017	1/11/2018	2,191.80		
674	REGION TEN	COMM SVCS		P11919540991	1/18/2018	1/18/2018	126.03		
675	REGION TEN	COMM SVCS		P10919508736	10/31/2017	1/26/2018	111.01		
676	SECURE CHILD IN- HOME PROGRAM	COMM SVCS		P12919528790	1/18/2018	1/18/2018	350.00		
677	SECURE CHILD IN- HOME PROGRAM	COMM SVCS		P12919524389	1/18/2018	1/18/2018	1,120.00		
678		COMM SVCS		P12919536827	12/31/2017	1/26/2018	360.00		
679		COMM SVCS		P12919536728	12/31/2017	1/26/2018	420.00		
680		COMM SVCS		P12919539829	12/31/2017	1/26/2018	420.00		
681		COMM SVCS		P12919536930	12/31/2017	1/26/2018	496.00		
682		COMM SVCS		P12919506631	12/31/2017	1/26/2018	600.00		
683		COMM SVCS		P12919500832	12/31/2017	1/26/2018	610.00		
684		POS MANDATED FFOP		P12919540898	1/18/2018	1/18/2018	1,148.00		
685	THE CHOICE GROUP INC	COMM SVCS		P12919538734	12/31/2017	1/26/2018	715.40		
686	THE FAISON SCHOOL FOR AUTISM, INC.	POS MANDATED SPED-		P11000826541	11/30/2017	1/5/2018	420.00		

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687	THE FAISON SCHOOL FOR AUTISM, INC.	POS MANDATED SPED-		P11000826340	11/30/2017	1/5/2018	5,100.00			
688	THE FAISON SCHOOL FOR AUTISM, INC.	POS MANDATED SPED-		P11000826442	11/30/2017	1/5/2018	6,100.00			
689	THE FAISON SCHOOL FOR AUTISM, INC.	POS MANDATED SPED-		P12000826506	12/31/2017	1/26/2018	315.00			
690	THE FAISON SCHOOL FOR AUTISM, INC.	POS MANDATED SPED-		P12000826307	12/31/2017	1/26/2018	3,570.00			
691	THE FAISON SCHOOL FOR AUTISM, INC.	POS MANDATED SPED-		P12000826408	12/31/2017	1/26/2018	4,270.00			
692	UNITED METHODIST FAMILY SERVICES,	EDUC SVCS CONG CARE		P09919507796	1/18/2018	1/18/2018	3,895.00			
693	UNITED METHODIST FAMILY SERVICES,	EDUC SVCS CONG CARE		P11919507794	1/18/2018	1/18/2018	4,100.00			
694	UNITED METHODIST FAMILY SERVICES,	EDUC SVCS CONG CARE		P10919507795	1/18/2018	1/18/2018	4,510.00			
695	UNITED METHODIST FAMILY SERVICES,	EDUC SVCS CONG CARE		P12919507740	12/31/2017	1/26/2018	2,665.00			
696	UNITED METHODIST FAMILY SERVICES,	EDUC SVCS CONG CARE		P12000904441	12/31/2017	1/26/2018	3,263.00			
697		POS MANDATED FFOP		P12919538667	12/31/2017	1/5/2018	2,492.00			
698	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P11000825543	11/30/2017	1/5/2018	787.50			
699	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P11000903244	11/30/2017	1/5/2018	4,560.00			
700	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P11000825445	11/30/2017	1/5/2018	7,600.00			
701	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P11000825046	11/30/2017	1/5/2018	7,937.50			
702	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P11000825247	11/30/2017	1/5/2018	8,087.50			
703	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P11000825348	11/30/2017	1/5/2018	8,275.00			
704	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P12000825509	12/31/2017	1/26/2018	450.00			
705	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P12000903210	12/31/2017	1/26/2018	3,120.00			
706	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P12000825411	12/31/2017	1/26/2018	5,200.00			
707	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P12000825012	12/31/2017	1/26/2018	5,425.00			
708	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P12000825313	12/31/2017	1/26/2018	5,800.00			
709								Total:	\$250,321.69	
710										
711	PARKS & RECREATION									
712	ATWOOD REPROGRAPHICS, INC	PRINTING AND BINDING	16 RACK CARD	152849	1/10/2018	1/11/2018	175.78			
713	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	COLOR PRINTER	079581	1/10/2018	1/11/2018	33.20			
714	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	PRINTER	079580	1/10/2018	1/11/2018	129.00			
715	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	5.59			
716	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	6.61			
717	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	10.64			
718	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	11.59			
719	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	17.77			
720	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	18.53			
721	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	19.46			
722	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	20.79			
723	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	25.00			
724	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	104.86			
725	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	105.59			
726	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	108.00			

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727	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	140.09			
728	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	160.91			
729	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	161.72			
730	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	179.80			
731	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	330.00			
732	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	123117	12/31/2017	1/26/2018	726.33			
733	BANK OF AMERICA	SITE IMPROVEMENTS	P-CARD	123117	12/31/2017	1/26/2018	78.13			
734	CENTURYLINK	TELECOMMUNICATIONS	PARKS N REC	309373828 121617	1/4/2018	1/5/2018	415.95			
735	CINTAS	CONTRACT SERVICES	FIRST AID	5009786620	1/10/2018	1/11/2018	181.91			
736	DOODYCALLS FRANCHISING, LLC.	RECREATIONAL SUPPLIES	SUPPLIES	100000588	1/4/2018	1/5/2018	338.68			
737	FLUVANNA ACE HARDWARE	RECREATIONAL SUPPLIES	SUPPLIES	123117	1/18/2018	1/18/2018	13.99			
738	FUN EXPRESS LLC	RECREATIONAL SUPPLIES	SR VALENTINE DANCE	687892351-01	1/17/2018	1/26/2018	65.07			
739	IMAGE DESIGNERS, INC.	RECREATIONAL SUPPLIES	UNIFORM	069264	1/10/2018	1/11/2018	31.25			
740	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	123117	1/18/2018	1/18/2018	241.07			
741	MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET	106339	1/10/2018	1/11/2018	60.00			
742	MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET	106340	1/10/2018	1/11/2018	60.00			
743	SAM'S CLUB	RECREATIONAL SUPPLIES	SUPPLIES	011418	1/18/2018	1/18/2018	29.90			
744	SAM'S CLUB	RECREATIONAL SUPPLIES	ACCT xx9179	011818	1/17/2018	1/26/2018	24.88			
745	SAM'S CLUB	RECREATIONAL SUPPLIES	ACCT xx9179	9179 011818	1/17/2018	1/26/2018	196.07			
746	SHENANDOAH PUBLICATIONS, INC.	PRINTING AND BINDING	WINTER/SPRING PROGRAM GUIDE	45791	1/4/2018	1/5/2018	1,886.65			
747	THE SUPPLY ROOM	CONTRACT SERVICES	COOLER RENTAL	3182406-0	1/10/2018	1/11/2018	9.99			
748	THE SUPPLY ROOM	CONTRACT SERVICES	COOLER RENTAL	3182407-0	1/10/2018	1/11/2018	9.99			
749	THE SUPPLY ROOM	CONTRACT SERVICES	COOLER RENTAL	3182405-0	1/10/2018	1/11/2018	19.98			
750	THE SUPPLY ROOM	FURNITURE & FIXTURES	FURNITURE	3147214-1	1/4/2018	1/5/2018	176.89			
751	THE SUPPLY ROOM	RECREATIONAL SUPPLIES	SUPPLIES	3175943-0	1/4/2018	1/5/2018	14.34			
752	VERIZON BUSINESS/MCI COMM SERVICE	TELECOMMUNICATIONS	MONTHLY CHARGES	09628102	1/4/2018	1/5/2018	20.21			
753	VERIZON	TELECOMMUNICATIONS	WIRELESS	9798379685	1/4/2018	1/5/2018	200.32			
754	VERIZON	TELECOMMUNICATIONS	WIRELESS	9800181200	1/17/2018	1/26/2018	200.64			
755								Total:	\$6,767.17	
756										
757	LIBRARY									
758	ADVANTAGE OFFICE SYSTEMS	OFFICE SUPPLIES	SUPPLIES	6318	1/18/2018	1/18/2018	119.00			
759	AMAZON.COM	BOOKS/PUBLICATIONS	BOOKS	011018	1/17/2018	1/26/2018	2,730.56			
760	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD	123117	12/31/2017	1/26/2018	190.54			
761	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD	123117	12/31/2017	1/26/2018	99.00			
762	CENTURYLINK	TELECOMMUNICATIONS	LIBRARY	309647441 121617	1/18/2018	1/18/2018	2,072.66			
763	GALE	BOOKS/PUBLICATIONS	BOOKS	62393683	1/18/2018	1/18/2018	22.94			
764	GALE	BOOKS/PUBLICATIONS	BOOKS	62394162	1/18/2018	1/18/2018	22.94			
765	GALE	BOOKS/PUBLICATIONS	BOOKS	62449804	1/18/2018	1/18/2018	62.03			
766	GALE	BOOKS/PUBLICATIONS	BOOKS	62509007	1/17/2018	1/26/2018	13.59			

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767	OVERDRIVE	BOOKS/PUBLICATIONS	BOOKS	03100DA17101275	1/18/2018	1/18/2018	49.93			
768	OVERDRIVE	BOOKS/PUBLICATIONS	BOOKS	03100DA18001123	1/18/2018	1/18/2018	80.99			
769	OVERDRIVE	BOOKS/PUBLICATIONS	BOOKS	03100DA18006653	1/17/2018	1/26/2018	23.03			
770	SHOWCASES	OFFICE SUPPLIES	SUPPLIES	303407	1/17/2018	1/26/2018	64.50			
771	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	ACCT 601110004128450	121517	1/18/2018	1/18/2018	136.88			
772	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	1954252741	1/17/2018	1/26/2018	136.88			
773	THE LIBRARY STORE, INC.	OFFICE SUPPLIES	SUPPLIES	306386	1/18/2018	1/18/2018	135.39			
774	THE SUPPLY ROOM	LEASE/RENT	COOLER RENTAL	3182409-0	1/18/2018	1/18/2018	9.99			
775	THE SUPPLY ROOM	MAINTENANCE CONTRACTS	5 GALLONS	3173586-0	1/18/2018	1/18/2018	9.98			
776								Total:	\$5,980.83	
777										
778	COUNTY PLANNER									
779	BANK OF AMERICA	CONVENTION AND	P-CARD	123117	12/31/2017	1/26/2018	70.00			
780	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	123117	1/18/2018	1/18/2018	181.73			
781	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8048056551	1/10/2018	1/11/2018	18.15			
782	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8048056551	1/10/2018	1/11/2018	21.01			
783	VERIZON	TELECOMMUNICATIONS	WIRELESS	9798379685	1/4/2018	1/5/2018	150.24			
784	VERIZON	TELECOMMUNICATIONS	WIRELESS	9800181200	1/17/2018	1/26/2018	150.48			
785	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21884710	1/10/2018	1/11/2018	93.04			
786								Total:	\$684.65	
787										
788	PLANNING COMMISSION									
789	FLUVANNA REVIEW	ADVERTISING	PLANNING HEARING	2017F52-10	1/18/2018	1/18/2018	78.75			
790	FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING	2018F1-12	1/18/2018	1/18/2018	78.75			
791								Total:	\$157.50	
792										
793	ECONOMIC DEVELOPMENT									
794	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	123117	12/31/2017	1/26/2018	60.00			
795	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	123117	12/31/2017	1/26/2018	250.00			
796	BANK OF AMERICA	OTHER OPERATING	P-CARD	123117	12/31/2017	1/26/2018	15.78			
797	BANK OF AMERICA	OTHER OPERATING	P-CARD	123117	12/31/2017	1/26/2018	40.33			
798	BANK OF AMERICA	OTHER OPERATING	P-CARD	123117	12/31/2017	1/26/2018	88.74			
799	BANK OF AMERICA	POSTAL SERVICES	P-CARD	123117	12/31/2017	1/26/2018	17.00			
800	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8048056551	1/10/2018	1/11/2018	8.80			
801	VERIZON	TELECOMMUNICATIONS	WIRELESS	9798379685	1/4/2018	1/5/2018	50.08			
802	VERIZON	TELECOMMUNICATIONS	WIRELESS	9800181200	1/17/2018	1/26/2018	50.16			
803								Total:	\$580.89	
804										
805	VA COOPERATIVE EXTENSION									
806	VIRGINIA COOPERATIVE EXTENSION	CONTRACT SERVICES	FY2018 2ND QTR	010818	1/10/2018	1/11/2018	10,879.01			



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807							Total:	\$10,879.01		
808										
809	NON PROFITS									
810	BANK OF AMERICA	YOUTH ADVISORY COUNCIL	P-CARD	123117	12/31/2017	1/26/2018	119.03			
811	JAUNT, INC.	JAUNT	FY18 3RD QTR ALLOCATION	10118	1/4/2018	1/5/2018	19,851.00			
812	JEFFERSON AREA BOARD FOR AGING	JEFFERSON AREA	FY18 3RD QTR ALLOCATION	10118	1/4/2018	1/5/2018	20,986.50			
813	JEFFERSON AREA CHIP	JEFFERSON AREA CHIP	FY18 3RD QTR ALLOCATION	10118	1/4/2018	1/5/2018	12,750.00			
814	MONTICELLO AREA COMMUNITY ACTION	MACAA	FY18 3RD QTR ALLOCATION	10118	1/4/2018	1/5/2018	12,478.25			
815	PIEDMONT VIRGINIA COMMUNITY COLLEGE	PIEDMONT VA. COMM.	FY18 3RD QTR ALLOCATION	10118	1/4/2018	1/5/2018	12,607.25			
816	REGION TEN	REGION TEN COMMUNITY	FY18 3RD QTR ALLOCATION	10118	1/4/2018	1/5/2018	31,562.50			
817	THOMAS JEFFERSON PLANNING DISTRICT	T J PLANNING DIST. COMM.	FY18 3RD QTR ALLOCATION	10118	1/4/2018	1/5/2018	8,482.00			
818							Total:	\$118,836.53		
819										
820							100 GENERAL FUND	Fund Total:	\$1,350,631.09	
821	Fund # - 302 CAPITAL IMPROVEMENT									
822	IT CAPITAL PROJECT									
823	TYLER TECHNOLOGIES	CONTRACT SERVICES	ENERGOV	045-205454	1/18/2018	1/18/2018	1,331.20			
824	TYLER TECHNOLOGIES	CONTRACT SERVICES	ENERGOV	045-208628	1/18/2018	1/18/2018	1,466.78			
825	TYLER TECHNOLOGIES	CONTRACT SERVICES	ENERGOV	045-212378	1/17/2018	1/26/2018	1,752.24			
826							Total:	\$4,550.22		
827										
828	PUBLIC SAFETY CAPITAL PROJ									
829	PERFORMANCE SIGNS	VEHICLE	CAR MAINTENANCE	16548	1/18/2018	1/18/2018	415.00			
830	PINNACLE INTEGRATED SYSTEMS, INC.	CONTRACT SERVICES	CAMERA PROJECT	S-465-01	1/10/2018	1/11/2018	825.00			
831							Total:	\$1,240.00		
832										
833	FIRE & RESCUE CAP PROJ									
834	PERFORMANCE SIGNS	VEHICLE	FIRE VEHICLE SETUP	16536	1/17/2018	1/26/2018	1,650.00			
835	R.K. CHEVROLET, INC.	VEHICLE	FORK UNION FIRE VEHICLE	211845	1/17/2018	1/26/2018	39,152.00			
836							Total:	\$40,802.00		
837										
838	FACILITIES CAP PROJ									
839	CABINETS BY DESIGN	CONTRACT SERVICES	REPAIRS	034329781	1/10/2018	1/11/2018	1,425.00			
840	CII SERVICE	CONTRACT SERVICES	HEAT PUMP	5651	1/17/2018	1/26/2018	14,868.00			
841	CONGLOBAL INDUSTRIES LLC	CONTRACT SERVICES	TRUCKING SERVICES	KH120010CS	1/4/2018	1/5/2018	2,610.00			
842	GARY OSTEEEN PLUMBING	CONTRACT SERVICES	REMODEL TREAS BATHROOMS	010318A	1/10/2018	1/11/2018	12,386.87			
843	GARY OSTEEEN PLUMBING	CONTRACT SERVICES	TREAS BLDG BATHROOMS	121117A	1/17/2018	1/26/2018	2,503.75			
844	RAFALY ELECTRICAL CONTRACTORS, INC.	CONTRACT SERVICES	RENOVATIONS/TREAS BLDG	7634	1/18/2018	1/18/2018	11,894.00			
845	TRANE U.S., INC.	CONTRACT SERVICES	#10 WORK COMPLETED 12/1-12/31/17	38708769	1/18/2018	1/18/2018	194,128.68			
846	W.W. GRAINGER INC	CONTRACT SERVICES	ELECTRONIC LOCK	9658716726	1/17/2018	1/26/2018	1,284.88			

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847							Total:	\$241,101.18		
848										
849	PUBLIC WORKS CAPITAL PROJECT									
850	BOWMAN CONSULTING	CONTRACT SERVICES	ZION CROSSROADS WATER AND SEWER	245388	1/17/2018	1/26/2018	2,208.00			
851	DEWBERRY ENGINEERS INC.	CONTRACT SERVICES	ZION CROSSROADS DESIGN	1494785	1/10/2018	1/11/2018	5,150.00			
852							Total:	\$7,358.00		
853										
854	SCHOOL TRANSPORT CAP PROJ									
855	BASIC RENT-A-CAR COMPANY, INC.	VEHICLE	SCHOOLS NEW CAR	1114712	1/17/2018	1/26/2018	19,180.00			
856							Total:	\$19,180.00		
857										
858	SCHOOL OPS & MAINT CAP PROJ									
859	ASBESTCO INC	CONTRACT SERVICES	FLOOR COVERING REPLACEMENT	31527	1/17/2018	1/26/2018	10,300.00			
860	COMMONWEALTH INTERIORS	CONTRACT SERVICES	FLOOR COVERING REPLACEMENT	2018-003	1/17/2018	1/26/2018	1,985.00			
861							Total:	\$12,285.00		
862										
863							302 CAPITAL IMPROVEMENT	Fund Total:	\$326,516.40	
864	Fund # - 401 DEBT SERVICE									
865	DEBT SERVICE - COUNTY									
866	US BANK, NA	2017 ENERGY	DEBT SERVICE-BOND SERIES 2017 VRA	814703	1/31/2018	1/3/2018	9,272.18			
867	US BANK, NA	2017 ENERGY	DEBT SERVICE-BOND SERIES 2017 VRA	814703	1/31/2018	1/3/2018	143,904.16			
868	US BANK, NA	ADMINISTRATIVE FEES	SCH BDS 2005 VPSA	4859034	1/4/2018	1/5/2018	550.00			
869							Total:	\$153,726.34		
870										
871	DEBT SERVICE - SCHOOLS									
872	REGIONS BANK	VPSA SERIES 2012A INT	DEBT SERVICE INT-SERIES 2012A,B VPSA	110617	1/31/2018	1/10/2018	53,345.00			
873	REGIONS BANK	VPSA SERIES 2012B INT	DEBT SERVICE INT-SERIES 2012A,B VPSA	110617	1/31/2018	1/10/2018	1,156,118.75			
874	US BANK, NA	G O SCH BOND 2005A INT	DEBT SERVICE-SRIES 1999A & 2005 SCHOOL	828137	1/31/2018	1/10/2018	69,227.06			
875	US BANK, NA	VPSA 1999 SERIES-CENTRAL	DEBT SERVICE-SRIES 1999A & 2005 SCHOOL	828137	1/31/2018	1/10/2018	2,612.50			
876	US BANK, NA	VPSA SERIES 2014C INT	DEBT SERVICE INT-SERIES 2014 VPSA	831779	1/31/2018	1/10/2018	90,240.00			
877							Total:	\$1,371,543.31		
878										
879							401 DEBT SERVICE	Fund Total:	\$1,525,269.65	
880	Fund # - 502 SEWER									
881	PALMYRA SEWER OPER EXPENSES									
882	CENTURYLINK	TELECOMMUNICATIONS	WASTEWATER	310089744 121917	1/10/2018	1/11/2018	46.84			
883	CENTURYLINK	TELECOMMUNICATIONS	WASTEWATER	309433290 121917	1/10/2018	1/11/2018	59.50			
884	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394172993	1/4/2018	1/5/2018	8.14			
885	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394174928	1/10/2018	1/11/2018	8.14			
886	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394176892	1/17/2018	1/26/2018	8.14			

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887	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394178795	1/17/2018	1/26/2018	8.14			
888	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SW PUMP STATION	7712348080 122817	1/10/2018	1/11/2018	67.15			
889	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SEWER PLANT	7129524547 122217	1/18/2018	1/18/2018	1,193.82			
890	ENVIROCOMPLIANCE LAB	CONTRACT SERVICES	WATER TESTS	R7C28524	1/10/2018	1/11/2018	135.00			
891	ENVIROCOMPLIANCE LAB	CONTRACT SERVICES	WATER TESTS	R7C28525	1/10/2018	1/11/2018	135.00			
892	ENVIROCOMPLIANCE LAB	CONTRACT SERVICES	WATER TESTS	R7C28526	1/10/2018	1/11/2018	190.00			
893	INBODEN ENVIRONMENTAL SERVICES, INC.	CONTRACT SERVICES	WASTEWATER MONITORING	63774	1/4/2018	1/5/2018	150.00			
894	INBODEN ENVIRONMENTAL SERVICES, INC.	CONTRACT SERVICES	WASTEWATER MONITORING	63775	1/4/2018	1/5/2018	150.00			
895	INBODEN ENVIRONMENTAL SERVICES, INC.	CONTRACT SERVICES	WASTEWATER MONITORING	63776	1/4/2018	1/5/2018	150.00			
896	INBODEN ENVIRONMENTAL SERVICES, INC.	CONTRACT SERVICES	WASTEWATER MONITORING	63952	1/17/2018	1/26/2018	200.00			
897	INBODEN ENVIRONMENTAL SERVICES, INC.	CONTRACT SERVICES	WASTEWATER MONITORING	63953	1/17/2018	1/26/2018	200.00			
898	INBODEN ENVIRONMENTAL SERVICES, INC.	CONTRACT SERVICES	WASTEWATER MONITORING	63954	1/17/2018	1/26/2018	200.00			
899	LOWE'S	GENERAL MATERIALS AND	SUPPLIES	122517	1/10/2018	1/11/2018	36.06			
900	RIVANNA WATER & SEWER	CONTRACT SERVICES	WASTE DISPOSAL	INV11011	1/10/2018	1/11/2018	1,022.37			
901	UNIVAR USA, INC.	CHEMICAL SUPPLIES	CHEMICAL SUPPLIES	RI730897	1/4/2018	1/5/2018	440.00			
902	UNIVAR USA, INC.	CHEMICAL SUPPLIES	CHEMICAL SUPPLIES	RI730896	1/4/2018	1/5/2018	1,779.28			
903	USABLUEBOOK	CHEMICAL SUPPLIES	SUPPLIES	445560	1/4/2018	1/5/2018	65.90			
904	VERIZON	TELECOMMUNICATIONS	WIRELESS	9798379685	1/4/2018	1/5/2018	131.08			
905	VERIZON	TELECOMMUNICATIONS	WIRELESS	9800181200	1/17/2018	1/26/2018	131.26			
906	VIRGINIA COOPERATIVE EXTENSION	CONVENTION AND	PESTICIDE RECERTIFICATION	010418	1/4/2018	1/5/2018	15.00			
907								Total:	\$6,530.82	
908										
909								502 SEWER	Fund Total:	\$6,530.82
910	Fund # - 505 FORK UNION SANITARY DISTRICT									
911	FORK UNION SANITARY DISTRICT									
912	USDA RURAL DEVELOPMENT	RDA BOND PAYABLE	FUSD DEBT SERVICE	012518	1/25/2018	1/25/2018	3,325.75			
913								Total:	\$3,325.75	
914										
915	FUSD OPERATIONAL EXPENSES									
916	BANK OF AMERICA	POSTAL SERVICES	P-CARD	123117	12/31/2017	1/26/2018	52.00			
917	CENTURYLINK	TELECOMMUNICATIONS	SANITARY DISTRICT	309719161 121617	1/4/2018	1/5/2018	188.96			
918	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394172993	1/4/2018	1/5/2018	31.48			
919	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394174928	1/10/2018	1/11/2018	31.48			
920	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394176892	1/17/2018	1/26/2018	31.48			
921	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394178795	1/17/2018	1/26/2018	31.48			
922	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	WEST BOTTOM WELL	7224360003 122717	1/10/2018	1/11/2018	79.27			
923	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MELTON WELL	9594215007 122617	1/10/2018	1/11/2018	110.30			
924	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	BREMO WELL	8434345008 122717	1/10/2018	1/11/2018	116.53			
925	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	4308 JAMES MAD HWY	9004200003 122717	1/10/2018	1/11/2018	117.25			
926	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OMOHUNDRO WELL	9346182505 122617	1/10/2018	1/11/2018	1,110.52			

	A	B	C	D	F	G	H	I	J	
1	County of Fluvanna		From Date: 1/1/2018							
2	Accounts Payable List		To Date: 1/31/2018							
3										
4										
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
927	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MORRIS WELL	9501772108 122617	1/10/2018	1/11/2018	1,368.65			
928	E.W. OWEN	LEASE/RENT	WELL RENT	01012018	1/10/2018	1/11/2018	150.00			
929	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	123117	1/18/2018	1/18/2018	166.68			
930	JONES AUTOMOTIVE/ALL STAR AUTO	BLDGS EQUIP REP & MAINT	CAR SUPPLIES	1297 113017	1/4/2018	1/5/2018	697.94			
931	JONES AUTOMOTIVE/ALL STAR AUTO	BLDGS EQUIP REP & MAINT	CAR SUPPLIES	475774	1/18/2018	1/18/2018	130.46			
932	LOWE'S	GENERAL MATERIALS AND	SUPPLIES	122517	1/10/2018	1/11/2018	259.00			
933	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD/378999	1/4/2018	1/5/2018	111.06			
934	MO-JOHNS, INC.	PURCHASE OF SERVICES	PORTABLE TOILET	106587	1/17/2018	1/26/2018	60.00			
935	SCHNEIDER LABRATORIES INC	PURCHASE OF SERVICES	SUSPENDED SOLIDS	240711	1/10/2018	1/11/2018	30.00			
936	USABLUBOOK	CHEMICAL SUPPLIES	SUPPLIES	445560	1/4/2018	1/5/2018	209.36			
937	USDA RURAL DEVELOPMENT	REDEMPTION OF INTEREST	FUSD DEBT SERVICE	012518	1/25/2018	1/25/2018	1,634.25			
938	VERIZON BUSINESS/MCI COMM SERVICE	TELECOMMUNICATIONS	MONTHLY CHARGES	09628102	1/4/2018	1/5/2018	20.21			
939	VERIZON	TELECOMMUNICATIONS	WIRELESS	9798379685	1/4/2018	1/5/2018	242.17			
940	VERIZON	TELECOMMUNICATIONS	WIRELESS	9800181200	1/17/2018	1/26/2018	209.09			
941	W.W. GRAINGER INC	BLDGS EQUIP REP & MAINT	LIGHT BAR LENS	9650571699	1/4/2018	1/5/2018	169.59			
942							Total:	\$7,359.21		
943										
944							505 FORK UNION SANITARY DISTRICT	Fund Total:	\$10,684.96	
945							Total Expenditures by Fund:	\$3,219,632.92		

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

TAB N

MEETING DATE:	February 21, 2018				
AGENDA TITLE:	FY18 Virginia Department of Education – Career Switcher New Teacher Mentor Program Supplemental Appropriation				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$1,000 to the Fluvanna County Public Schools FY18 instruction budget for funds received from the Virginia Department of Education, Career Switcher New Teacher Mentor Program Grant.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Brenda Gilliam, FCPS Executive Director				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Routine				
DISCUSSION:	Fluvanna County Public Schools will receive \$1,000 in new FY18 funding from the Virginia Department of Education, Career Switcher New Teacher Mentor Program Grant. There is no local match.				
	FCPS FY18 State Revenue will increase from \$20,812,251 to \$20,813,251				
	FCPS FY18 budget will increase from \$39,739,787 to \$39,740,787.				
FISCAL IMPACT:	Approval of this supplemental appropriation will authorize staff to increase State Revenue and Instructional Expense by \$1,000.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

TAB O

MEETING DATE:	February 21, 2018				
AGENDA TITLE:	FY18 Families Learning Together, Walmart Community Grant Supplemental Appropriation				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$1,000 to the Fluvanna County Public Schools FY18 instruction budget for funds received from Families Learning Together Program, Walmart Community grant.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Brenda Gilliam, FCPS Executive Director				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Routine				
DISCUSSION:	Fluvanna County Public Schools will receive \$1,000 in new FY18 funding from the Families Learning Together Program, Walmart Community Grant. There is no local match.				
	FCPS FY18 Other Local Revenue will increase from \$649,600 to \$650,600.				
	FCPS FY18 budget will increase from \$39,740,787 to \$39,741,787.				
FISCAL IMPACT:	Approval of this supplemental appropriation will authorize staff to increase Other Local Revenue and Instructional Expense by \$1,000.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

AB P

MEETING DATE:	February 21, 2018				
AGENDA TITLE:	FY18 Virginia Department of Education – Mentor Teacher Program Supplemental Appropriation				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$2,068 to the Fluvanna County Public Schools FY18 instruction budget for funds received from the Virginia Department of Education, Mentor Teacher Program Grant.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Brenda Gilliam, FCPS Executive Director				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Routine				
DISCUSSION:	Fluvanna County Public Schools will receive \$2,068 in new FY18 funding from the Virginia Department of Education, Mentor Teacher Program Grant. There is no local match.				
	FCPS FY18 State Revenue will increase from \$20,813,251 to \$20,815,319.				
	FCPS FY18 budget will increase from \$39,741,787 to \$39,743,855.				
FISCAL IMPACT:	Approval of this supplemental appropriation will authorize staff to increase State Revenue and Instructional Expense by \$2,068.				
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:	February 21, 2018				
AGENDA TITLE:	2018 Byrne/Justice Assistance Grant Application				
MOTION(s):	I move to approve that the Fluvanna County Sheriff's Office be approved to apply for the Byrne/Justice Assistance Grant due on February 23, 2018				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Staff: David Wells, Operations Captain Copy: Eric Hess, Sheriff				
PRESENTER(S):	Captain David Wells				
RECOMMENDATION:	Approve, Grants funded under this solicitation are one-time, six-month duration grants with no matching funds required.				
TIMING:	Urgent, Grant application must be submitted by February 23, 2018				
DISCUSSION:	<p>The Virginia Department of Criminal Justice Services (DCJS) is making federal funds available for law enforcement equipment. Grants funded under this solicitation are one-time, six-month duration grants with no matching funds required. All grant funds must be spent by September 30, 2018. These grants cannot be extended and will not be eligible for continuation. The Sheriff's Office intends to apply for an equipment grant to purchase eighteen (18) TASER Conducted Energy Weapons (CEWs) and the related items to deploy/train every patrol deputy. Application amount for this portion is \$28,854. Under the same grant application, the office will apply for funds to purchase three (3) 4RE/VISTA In-Car/Body Worn Camera bundles to be utilized by patrol deputies. The application amount for this section will be \$18,525. The total amount request from DCJS under this grant will be \$47,379. There are no matching funds required. The grant application is currently being finalized.</p>				
FISCAL IMPACT:	Zero, no matching funds required				
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:	GENERAL GRANT CONDITIONS AND ASSURANCES Form, CERTIFICATIONS REGARDING LOBBYING Form, 2018 Byrne/Justice Assistance Grant Notice.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

GENERAL GRANT CONDITIONS AND ASSURANCES

The applicant, for federal funds administered by DCJS, gives assurances and certifies with respect to the grant that it will comply with the following requirements:

1. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Department of Criminal Justice Services shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this grant.
2. **REPORTS:** Each applicant shall submit such reports as the DCJS shall reasonably request. Financial and progress reports shall be submitted to the DCJS on the **12th working day** following the close of each quarter unless otherwise informed.
3. **GRANT CLOSEOUT:** The last quarterly report of a project using federal funds must indicate any unpaid obligations, which exist at the expiration of the grant. The applicant has 90 days to liquidate any unpaid obligations and submit a final financial report.
4. **UNUSED FUNDS:** Any funds that have been requested, but unexpended at the end of the grant period will be refunded by check made payable to the **Treasurer, Commonwealth of Virginia**, and will accompany the final financial report when it is submitted to DCJS. (Most state agencies must use DPB form 27 and an IAT to return unused grant funds.) The check should be mailed to the attention of the Finance Department, Department of Criminal Justice Services, 1100 Bank Street, 12th Floor, Richmond, VA, 23219.
5. **INSPECTION AND AUDIT:** The applicant agrees to comply with the organizational audit requirements of OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Institutions." In conjunction with the beginning date of the award, the audit report period of the local government entity to be audited under the single audit requirement is the start-date of the project through the end-date of the project as noted on the Statement of Grant Award/Acceptance. The audit report shall be submitted no later than one (1) year from the end-date of the grant award as stated on the Statement of Grant Award/Acceptance, and for each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report. A copy of all audits must be forwarded to the Finance Department, Department of Criminal Justice Services.
6. The applicant will comply, where applicable, with the following:
 - National Environment Policy Act of 1969 (42 U.S.C. § 4321);
 - Flood Plain Management and Wetland Protection Procedures (28 CFR 63);
 - National Historic Preservation Act (16 USC 470);
 - Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970. (42 U.S.C. § 4601 et seq.);
 - Clean Air Act, P. L. 88-206, 42 USC 1857, et seq;
 - Safe Drinking Water Act, P. L. 93-523, 42 USC 3001, et seq;
 - Endangered Species Act of 1973, P. L. 93-205, 16 USC 1531, et seq;

- Wild and Scenic Rivers Act, P. L. 90-542, 16 USC 1271, et seq;
 - Fish and Wildlife Coordination Act, P. L. 85-624, 16 USC 661, et seq;
 - Historical and Archaeological Data Preservation Act, P. L. 93-291, 16 USC 2469, et seq;
 - Coastal Zone Management Act of 1979, P. L. 92-583, 16 USC 1451, et seq. and the Coastal Barrier Resources Act of 1982 (P.L. 97-348);
 - Animal Welfare Act of 1970, P. L. 91-579, 7 USC 2131, et seq;
 - Impoundment Control Act of 1974, P. L. 93-344, 31 USC 1401, et seq; and
 - The Fair Labor Standards Act, if applicable.
7. **POLITICAL ACTIVITY:** The restrictions of the Hatch Act, Pub. L. 93-433, 5 USC Chapter III, (as amended), concerning the political activity of government employees are applicable to applicant staff members and other state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns except they may not be candidates for office.
8. **DISCRIMINATION PROHIBITED:** No person shall, on the grounds of race, religion, color, national origin, sex, or handicap be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under or denied employment in connection with, grants awarded pursuant to the Justice Assistance Act of 1984, and the implementing regulations 28 CFR Part 42, Subparts C, D, E, and G, or any project, program, activity, or subgrant supported or benefiting from the grant. The applicant must comply with the provisions and requirements of Title VI of the Civil Rights Act of 1964 and its implementing regulations 28 CFR 41.101 et seq. The applicant must further comply with Section 504 of the Rehabilitation Act of 1973, as amended, and its implementing regulations; the Age Discrimination Act of 1973, as amended, and its implementing regulations and Title IX of the Education Amendments of 1972; Title 11 of the Americans with Disabilities Act (ADA)(1990); (42 USC. 12131-12134 & 28 CFR 35).
9. **EQUAL EMPLOYMENT OPPORTUNITY PROGRAM:** Each applicant certifies that it has executed and has on file, an Equal Employment Opportunity Program which conforms to the provisions of 28 CFR Section 42.302 or that in conformity with the foregoing regulation; no Equal Employment Opportunity Program is required.
- The applicant organization having 50 or more employees who would receive amounts of \$500,000 or more, or grants which in the aggregate exceed \$500,000 or more, in any fiscal year must submit a copy of their Equal Employment Opportunity Plan (EEOP) to the DCJS for review. For continuation grant funding that exceed these amounts in any fiscal year the applicant must submit a statistical update from the previous year's plan.
10. The applicant assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the DCJS.

11. **RELEASE OF INFORMATION:** All records, papers and other documents kept by recipients of DCJS funds, and their contractors, relating to the receipt and disposition of such funds, are required to be made available to the DCJS. These records and other documents submitted to DCJS and its applicants pursuant to other provisions of the Act, including plans and application for funds, are required to be made available to DCJS under the terms and conditions of the Federal Freedom of Information Act, 5 USC 552.
12. **INFORMATION SYSTEMS:** With respect to programs related to criminal justice information systems, the applicant agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of the integrity and accuracy of data collection. The applicant further agrees:
 - That all computer programs (software) developed with funds provided by this grant will be made available to the DCJS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
 - To provide a complete copy of the computer programs and documentation, upon request, to the DCJS. The documentation will include but not be limited to system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
 - That whenever possible all application programs will be written in standardized programming languages (i.e., ANSI, Cobol, FORTRAN, Basic, etc.) for use on general operating systems (e.g., DOS, CP/M, UNIX, etc.) that can be utilized on at least three different manufacturers computers of similar size and configuration.
 - To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Department of Criminal Justice Services should be contacted to determine availability of software prior to any development effort.
13. **CONFIDENTIALITY OF RESEARCH INFORMATION:** Research information identifiable to an individual, which was obtained through a project funded wholly or in part with DCJS grant funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).
14. **CRIMINAL INTELLIGENCE SYSTEMS OPERATING POLICIES:** The applicant agrees to be in compliance with all policies as expressed under the Code of Federal Regulations, 28 CFR 23, concerning the operation of criminal intelligence systems funded with DCJS funds.
15. **COPYRIGHT:** Except as otherwise provided in the conditions of the award, the author is free to arrange for copyright without approval when publication or similar materials are developed from work under a DCJS supported project. Any such copyright materials shall be subject to the DCJS's right to reproduce them, translate them, publish them, use and dispose of them, and to authorize others to do so for government purposes. In addition, communications in primary scientific or professional journals publishing initial reports or research or other activities and supported in whole or in part by the DCJS project funds may be copyrighted by the journal with the understanding that individuals are authorized to make or have made by any means available to them, without regard to the copyright of the journal, and without royalty, a single copy of any such article for their own use. State employees who

16. **PATENTS:** If any discovery or invention arises or is developed in course of or as a result of work performed under this grant, the applicant shall refer the discovery or invention to DCJS. The applicant hereby agrees that determination of rights to inventions made under this grant shall be made by the DCJS or its duly authorized official representative, who shall have the sole and exclusive powers to determine whether or not and where patent application should be filed and to determine the disposition of all rights in such inventions, including title which may issue thereon. The determination of the DCJS or its duly authorized representative shall be accepted as final. In addition, the applicant hereby agrees and otherwise recognizes that the DCJS shall acquire at least an irrevocable non-exclusive royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this grant. The grant shall include provisions appropriate of effectuating the purpose of this condition in all contracts of employment, consultant's agreements, or contracts.
17. The applicant assures that funds made available under this grant will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would be, in the absence of these funds, made available for drug law enforcement activities.
18. Confidential expenditures for services, evidence and/or information must comply with the requirements stated in the Administrative Guide and Application Procedures Manual.
19. **BIO MEDICAL EXPERIMENTATION:** The applicant assures that no grant funds will be used for any bio-medical or behavior control experimentation on individuals or any research involving such experimentation.
20. The applicant agrees to complete a **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**, prior to finalizing any financial agreements pursuant to 28 CFR 67.510 (Code of Federal Regulations). This includes consultants under any award.
21. The applicant must state the percentage of the total cost of this program supported by federal funds and the dollar amount of federal funds for this program. This statement shall be on all press releases, requests for proposals; bid solicitation and other documents describing the program whether funded in-whole or in-part with federal funds.
22. The grantee agrees that any publication (written, visual, or sound, but excluding press releases newsletters, and issue analyses) issued by the grantee or by any Applicant describing programs or projects funded in-whole or in-part with Federal Funds, shall contain the following statement:

This project was supported by the Department of Criminal Justice Services (DCJS) grant # _____, with funds made available to the Commonwealth of Virginia from the Office of _____, U.S. Department of Justice.

Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the Virginia Department of Criminal Justice Services or the United States Department of Justice.

The applicant also agrees that one copy of any such publication will be submitted to the DCJS to be placed on file and distributed as appropriate to other potential applicants or

interested parties. DCJS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the applicant.

23. Applicants with federal grants that procure goods or services that have an aggregate value of \$500,000 or more must specify in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) a) the amount of Federal funds that will be used to finance the acquisition; and b) expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition. This complies with Public Law 102-141, section 623 (formally the Stevens Amendment).

CERTIFICATION

I certify that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of all other federal and state laws and rules and regulations that apply to this award.

Authorized Official (Project Administrator)

Date



Virginia Department of Criminal Justice Services
Byrne/Justice Assistance Grant Notice

Invitation For
Law Enforcement Grant Applications

Issued:

January 26, 2018

Due:

February 23, 2018

I. Grant Solicitation Overview

The Virginia Department of Criminal Justice Services (DCJS) is making federal funds available for program, training and equipment grants to improve the functioning of local, state and campus law enforcement agencies. Localities, state agencies, regional criminal justice training academies and 501(c)(3) non-profit law enforcement associations are eligible to apply.

Grants funded under this solicitation are one-time, six-month duration grants with no matching funds required. All grant funds must be spent by September 30, 2018. These grants cannot be extended and will not be eligible for continuation. This is a competitive solicitation, where each applicant will be competing against other grant applicants in the respective grant initiative categories. Each submitted grant will be rated on the quality of the application and adherence to the grant submission guidelines.

The funding categories include:

1. Law Enforcement Equipment
 2. Law Enforcement Training
 3. Law Enforcement Staff
 4. Community Safety and Security
- Grant applications are due to DCJS by email as a single PDF file on or before February 23, 2018. Applications submitted after that date will not be considered.
 - Applicants may apply for multiple grants but can only submit one grant application per funding category.
 - Applicants submitting multiple applications must prioritize them.

II. Categories Eligible for Funding

1. Law Equipment and Technology

General Law Enforcement Equipment (\$10,000 to \$50,000)

Due to budget constraints faced by localities throughout the Commonwealth, many law enforcement agencies lack the resources to purchase the equipment necessary to confront their ever-changing needs. Projects funded through this category would support the purchase of law enforcement related equipment that improves or enhances the delivery of daily law enforcement services to the community and/or ensures the safety of citizens and officers. Projects should seek to provide, upgrade and/or update equipment that would assist in increasing capacity and efficiency within the agency. Proposals for projects that address the issues surrounding civil unrest preparedness and safety, may receive funding priority. Other possible projects funded in this category could include, but are not limited to mobile data terminals (MDT's), less lethal force, body worn cameras, or other equipment.

Proposals for regional or multi-jurisdiction projects will be considered in this category, provided that one locality serves as the applicant. Applications for these projects must include written consent to participate from the executive/administrative officer for each affected locality.

Crime Analysis Technology and Equipment (\$10,000 to \$50,000)

The effective response to crime and disorder problems by law enforcement relies on the collection, analysis and distribution of actionable information. Grant applications may be submitted to fund information-led policing and COMPSTAT upgrades to purchase proven analysis technology and supporting equipment to address violent crime, drug abuse, violent extremism and domestic terrorism. Other possible projects funded in this category could include, but are not limited to: enhanced surveillance equipment, crime scene investigation and forensic examination software, software upgrades that enhance opioid incident reporting and mapping and other related technology and equipment.

2. **Law Enforcement Training****Law Enforcement Specialty Training and Certification (\$25,000 to \$75,000)**

To increase training opportunities for law enforcement staff in a variety of critical or high demand law enforcement training topics, regional and independent training academies are invited to submit grant applications to fund established and proven training that will enable law enforcement staff to acquire certification in specialty skills in topics such as: Instructor Certification Training, Investigations, Crime Prevention, Forensic Science, Homeland Security, Civil Unrest, Domestic Terrorism and others deemed advantageous to the law enforcement mission. Proposals for projects that address the issues surrounding civil unrest preparedness and safety, may receive funding priority.

Local, state and campus law enforcement agencies, regional criminal justice training academies and 501(c)(3) non-profit law enforcement associations are eligible for funding.

General Law Enforcement Training (\$10,000 to \$25,000)

Projects funded through this category should support the purchase and/or development and facilitation of general law enforcement related training courses that improves or enhances the daily law enforcement services to the community and/or ensures the safety of the citizens and the agency. Projects should seek to provide research based, up to date and relevant training, facilitated by qualified individuals. Projects funded in this area could include, but is not limited to: Legislative Updates, Crime Scene and Forensic Investigations; De-escalation and Less Lethal Use of Force Tactics and Unconscious Racial and Ethnic Biases.

Local, state and campus law enforcement agencies, regional criminal justice training academies and 501(c)(3) non-profit law enforcement associations are eligible to apply.

3. **Law Enforcement Staff****Officer Wellness (\$25,000 - \$50,000)**

To address the growing challenges of law enforcement officer wellness, proposals are invited to fund the creation of Peer Support teams to assist law enforcement staff to more effectively address crisis situations and the stressors of the law enforcement profession.

Law Enforcement Staff Recruitment and Retention (\$10,000 - \$25,000)

To address the difficulty that many law enforcement agencies are experiencing in recruiting qualified individuals into the law enforcement profession, localities are invited to submit grant applications to fund public outreach initiatives to assist in recruiting applicants for law enforcement jobs.

4. **Community Safety and Security****Opioid Crisis - Naloxone Treatment Kits (\$10,000 to \$25,000)**

Drug overdoses continue to have negative impacts on communities throughout Virginia. The availability of Naloxone treatment kits for on-duty law enforcement staff has proven effective in reducing drug overdose deaths. To make Naloxone overdose treatment kits more accessible to small and medium sized law enforcement agencies, regional criminal justice training academies are invited to submit grant applications to fund the purchase and distribution of Naloxone (Narcan) drug overdose treatment kits and provide associated training at no cost to the law enforcement agencies they serve. Another aid in the in the fight against the opioid epidemic has been the use of drop boxes. The drop boxes offer a safe and convenient way to drop off unused and/or unwanted prescription and over the counter drugs or paraphernalia.

Community Safety in High Risk Neighborhoods: Public Housing and Section 8 Housing Communities (\$25,000 to \$50,000)

To address the increase in violent crime in some high-risk communities throughout Virginia, localities are invited to submit grant applications to fund overtime for officers to provide an enhanced focus on violent crime issues in Public Housing and Section 8 Housing communities. Applicants must provide documentation of a significant increase in violent crime in the targeted neighborhoods over the past three calendar years.

III. Application Guidelines and Forms**1. Grant Period:**

Grants will be awarded on a competitive basis for a six (6) month period beginning April 1, 2018 and ending September 30, 2018. **All grant funds must be spent by September 30, 2018.** Continuation funding and grant period extensions will not be allowed. Be advised that if your grant is accepted and awarded, the process to approve and accept the grant by your locality or organization can take up to one month. The grant period will begin April 1, 2018 and not the date it is approved by your locality or organization.

2. Grant Match: There is No Match Requirement for this solicitation.**3. Eligibility:**

Local, state and campus law enforcement agencies, regional criminal justice training academies and 501(c)(3) non-profit law enforcement associations are eligible for funding. In some funding categories, applications from multi-jurisdictional partnerships will be considered provided that one locality or organization serves as the applicant. Each locality or organization must certify its consent to participate via a letter of support from the city, county or town manager, which should be included in the grant application.

4. Unallowable Costs:

Grant funds may not be used for: weapons, ammunition and related equipment normally and routinely provided by the locality; standard clothing and uniforms normally and routinely provided by the locality; construction or renovation; land acquisition; lobbying and political contributions; honoraria; bonuses; personal entertainment such as tickets to sporting events; personal calls; alcohol; or vehicles normally and routinely provided by the locality to others in the same roles. Grant funds cannot be used for refreshment breaks or meals at training events, meetings or conferences.

5. Restrictions and Limitations:

- Changes to the grant budget after an award has been made must be approved by DCJS prior to expending funds based on the changes;
- Transactions occurring outside of the grant period will not be eligible for reimbursement;
- Grant funds may not be used to supplant federal, state, or local funds that otherwise would be available for the same purposes.

6. Project Narrative:

Each application must include a Project Narrative that may not exceed five (5) pages. The Project Narrative heading should include the official name of the submitting entity, and a Project Title. The Narrative must include the following sections: Need Statement, Project Description, and Budget Narrative.

- **Need Statement:**

In the Need Statement section of your Project Narrative, provide: a description of your law enforcement agency and community to be served; a description of the unmet need or problem that the grant project will address; a full description of how the project will reach the goals stated in the grant application.

- **Project Description:**

In the Project Description section, clearly explain the how the program, training or equipment will address the unmet need or problem identified in the need statement.

- **Budget Narrative:**

The application must include a Budget Narrative that explains and justifies each requested budget item and provides the basis for its cost. All items requested in the Budget must be related to the proposed project. Each item to be purchased must be separately listed with its per unit cost.

7. Goal and Objectives and Timeline Form:

Applicants must complete and submit a Goal and Objectives and Timeline Form with their application. It is recommended that applicants choose one goal and no more than three objectives. Each objective should be **S**pecific, **M**easurable, **A**chievable, **R**elated to the project goal, and **T**ime-bound (SMART). A separate form must be submitted for each objective. The applicant must use the Timeline on the form to identify when specific activities in support of the grant are expected to take place.

IV. How to Submit an Application

Grant applications must be submitted using the format and forms that are linked in these guidelines (see below). Please do not alter the forms. **The completed DCJS Grant Application must have an email time stamp of no later than 11:59pm Friday, February 23, 2018.** Applications received after the deadline will not be considered. Applications submitted by fax will not be accepted.

Applications must be e-mailed as a single PDF file to: grantsmgmt@dcjs.virginia.gov

When submitting the application, please place the name of your locality in the subject line of the email. Submissions prior to the deadline are appreciated.

The following online grant forms are required to complete a grant application:

- Grant Application Face Sheet: [DOC](#)
- Itemized Budget: [XLS](#)
- Project Goal & Objectives Form: [DOC](#)
- General Grant Conditions & Assurances: [PDF](#)
- Signed Certifications Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements: [PDF](#)

Links to grant preparation instructions:

- Grant Application Instructions: [DOC](#)
- Itemized Budget Instructions: [DOC](#)

Please number all pages. Please organize and submit the application in the following order and submit it by email as one combined PDF file:

1. Grant Application form face sheet (instructions); Itemized Budget (instructions); Project Goals and Objectives form. The Project Administrator (or designee with signatory authorization on file with DCJS) must be listed on the grant application face sheet.
2. Project Narrative to include the Budget Narrative, all not to exceed 5 pages. The budget narrative should correspond with the Itemized Budget.
3. Signature page of the Certifications Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, signed by the city, county or town manager, state agency director, regional criminal justice academy director, etc.;
4. Signature page of the General Grant Conditions and Assurances, signed by the city, county or town manager, state agency director, regional criminal justice academy director, etc.

V. Grant Review and Approval Process

DCJS staff will review grant applications and forward recommendations to the Grants Committee of the Criminal Justice Services Board which will, in turn, make recommendations to the full Board. Final approval is at the discretion of the Criminal Justice Services Board.

DCJS Staff Contacts:

For questions regarding your grant proposal, contact one of the following staff persons:

Patrick Harris; (804) 786-5367; patrick.harris@dcjs.virginia.gov

Tracy Matthews; (804) 371-0635; tracy.matthews@dcjs.virginia.gov

Albert Stokes; (804) 225-2091; albert.stokes@dcjs.virginia.gov

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restriction's on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grantor cooperative agreement over \$100,000 as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions:

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements¹ and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and Implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(C) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the drug-Free Workplace Act of 1988, and implemented at 28 CFR Parts 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620---

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about---

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will---

Place of Performance (Street address, city, county, state, zip code)

- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Check if there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620---

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

**FLUVANNA COUNTY BOARD OF SUPERVISORS
MEETING PACKAGE ATTACHMENTS**

January 10, 2018

No.	Item
1	FY18 BOS Contingency Balance report – 2018-02-21
2	FY18 Capital Reserve Memo – 2018-02-21
3	Unassigned Fund Balance Report – 2018-02-21
4	Code Compliance Report – January 2018
5	
6	
7	
8	
9	
10	

CODE COMPLIANCE VIOLATION STATISTICS

January - 2018

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

Complaint Number	Tax Map Number	Property Owner	Address	Date of Complaint	Violation Type	Status*	Deadline	District
1611-01	18-(A)-25B	Stevens, Roger	Thomas Farm La. (Vacant)	11/3/2016	Junk/Inoperable Vehicle	Court	Circuit Court Appeal Final Disposition set for 04/05/2018	Palmyra
1709-03	4-(A)-114	Herrion, Vernon L.	15 Blue Ridge Dr.	9/20/2017	Violation of SUP 04-10	Permit Pend	02/20/2018	Palmyra
1710-01	43-(A)-39	Partusch, Brian D.	4855 Stage Junction Rd.	10/17/2017	Improper Use - Junkyard	Extended	02/17/2018	Columbia
1801-01	18A-(1)-204	Worley, James C. & Dawn M	30 Stonewall Rd.	01/08/2018	Junkyard	Cleared	n/a	Rivanna
1801-02	36-(A)-92B	Davis, Audrey & Kidd, Doris	100 Ridgecrest Ln.	01/17/2018	Dumping/Junk	Cleared	n/a	Cunningham
1801-03	28-(A)-14B	Beach, Timothy R. & Leigh A	571 Rhode School Lane	01/19/2018	Burning Plastic & Chemicals	Cleared DEQ	n/a	Cunningham
1801-04	4-(48)-2	Liberty Homes, Inc.	227 Kathys Ln.	01/24/2018	Construction Trash/Debris	Cleared	n/a	Palmyra
1801-05	36-(A)-97	Patterson, Hilton & Carolyn	1404 West River Rd.	01/26/2018	Junk/Debris	Extended	02/26/2018	Cunningham

STATUS DEFINITIONS*

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

MISCELLANEOUS ACTIONS / TASKS

Biosolids Applied and Signs Displayed (Total – 33 Sites)

Compliance with Tenaska Virginia Sound Levels 01/17/2017

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

Placed and removed "Public Hearing Signs" as needed

Deliver packets to BOS, PC Members and Library

Circuit Court research of Transcontinental Gas Pipeline Corp., TM: 26-(A)-22 for determination of correct parcel size with Commissioner of Revenue office.

Evaluate Fluvanna County Code and Zoning Ordinance (Re: Chapter 10, Article 1 and Article 4, Sec.15-4-1) and attend BOS discussions

COUNTY OF FLUVANNA

“Responsive & Responsible Government”

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

MEMORANDUM

Date: February 21, 2018
From: Mary Anna Twisdale – Management Analyst
To: Board of Supervisors
Subject: FY18 BOS Contingency Balance

The FY18 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000
Less: Arts Council FY18 Allocation Grant Supplement – 06.07.17	-\$500
Less: Quitclaim and Release for FCSS Building – 08.16.17	-\$11,520
Less: Reimbursement of Legal Fees to Linda Lenherr – 09.20.17	-\$18,132
Less: Reimbursement to Fire for Transfer of Brush 10 to Public Works – 11.01.17	-\$20,000
Less: Lucas 3 Chest Compression System – 12.20.17	-\$14,735.50
Less: FY18 Reassessment Contract Cost Increase – 02.07.18	-\$11,474
Available:	\$73,638.50

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MEMORANDUM

Date: February 21, 2018
From: Mary Anna Twisdale – Management Analyst
To: Board of Supervisors
Subject: FY18 Capital Reserve Balances

The FY18 Capital Reserve account balances are as follows:

County Capital Reserve:

FY17 Carryover	\$134,975
FY18 Allocation:	\$175,000
Plus: Projects Completed July 2017	\$31
Less: Courts Building Well Repairs – 08.02.17	-\$7,800
Less: Bobcat Skid-Steer Major Repairs – 08.02.17	-\$2,400
Less: Additional Historic Courthouse Roof Repairs – 09.06.17	-\$10,000
Less: Courts Building Records Room HVAC – 09.06.17	-\$55,000
Less: Palmyra Rescue Asphalt and Concrete Slab – 09.20.17	-\$39,000
Less: Demolish Old Maintenance Shop and Dispose of Debris – 11.01.17	-\$40,000
Less: Design and Construction of Foundation Underpinning Along Front of Pleasant Grove House – 11.01.17	-\$27,500
Less: Secure Evidence Storage at Public Safety Building – 11.01.17	-\$8,550
Less: Replace Fencing and Expand Impound Lot at Public Safety Building – 11.01.17	-\$15,000
Available:	\$104,756

Schools Capital Reserve:

FY17 Carryover - Corrected	\$229,097
FY18 Allocation:	\$75,000

Plus: Projects Completed July 2017	\$1,159
Less: Central HVAC Unexpected Repairs – 07.05.17	-\$6,226
Less: Bus Motor Repair – 10.04.17	-\$20,000
Less: Repair and Resurface FCHS Tennis Courts and Track – 10.04.17	-\$44,400
Less: Replace FCHS Baseball Bleachers – 10.04.17	-\$36,200
Less: Maintenance of Fire Extinguishers – 10.04.17	-\$7,980
Less: Middle School Painting – 12.20.17	-\$32,450
Less: Roof Repairs, Carysbrook Elementary, West Central Primary, FCHS – 12.20.17	-\$8,770
Available:	\$149,230

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MEMORANDUM

Date: February 21, 2018
From: Mary Anna Twisdale – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

FY17 Year End Audited Total Unassigned Fund Balance:	\$15,855,959
Unassigned Fund Balance – 12% Target Per Policy:	\$8,342,826
Unassigned Fund Balance – Excess Above Policy Target:	\$7,513,133
Less: FY17 to FY18 Automatic Carryovers	-\$23,862
Less: ZXR Water. & Sewer Sys. Amend. to Agrmt. #3 (Dewberry) – 07.05.17	-\$4,500
Less: ZXR Water & Sewer Sys. Project Agreement #4 (Bowman) – 07.05.17	-\$6,880
Less: ZXR Water & Sewer Sys. Project Agreement #11 (Dewberry) – 07.05.17	-\$51,330
Less: ZXR Water & Sewer Sys. Project Agreement #5 (Bowman) – 07.05.17	-\$22,950
Less: ZXR Water & Sewer Sys. Amend. to Agrmt. #6 (Dewberry) – 09.06.17	-\$13,870
Less: ZXR Water & Sewer Sys. Project FY18 Interest Payments – 09.06.17	-\$224,852
Less: ZXR Water & Sewer Sys. Project Agreement #6 (Bowman) – 10.18.17	-\$6,550
Less: FY17-18 Department Carryovers – 11.15.17	-\$129,343
Less: FY17-18 Schools Carryovers – 11.15.17	-\$515,000
Less: Farm Heritage Museum – 11.15.17	-\$54,470
Less: Image Trend Software – 12.20.17	-\$29,750
Less: The Local Choice Adverse Exp. Adj. – 01.31.18	-\$83,033
Current FY18 Unassigned Fund Balance– Excess Above Policy Target:	\$6,346,743