



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Morris Room, Fluvanna County Administration Building

July 1, 2020 at 4:00 pm

TAB AGENDA ITEMS

1 - CALL TO ORDER

2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

3 – ADOPTION OF AGENDA

4 – COUNTY ADMINISTRATOR’S REPORT

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 – PUBLIC HEARING

At 7:00 pm

7 – ACTION MATTERS

- A County Attorney Compensation Agreement – Eric Dahl, County Administrator
- B CARE Task Force Charter Renewal & Appointment Extensions – Eric Dahl, County Administrator
- C Funds for Recovery and Operations Management: Fluvanna Small Business Grant – Nonprofits – Bryan Rothamel, Economic Development Coordinator
- D Registrar's Office Lease – Bryan Rothamel, Economic Development Coordinator
- E FY21 BOS Contingency Budget Transfer- Registrar’s Office Relocation – Mary Anna Twisdale, Director of Finance
- F FY21 Pay Rates and Classifications – Jessica Rice, Human Resources Manager
- G Parks Facility & Equipment Rental Fee Adjustment Proposal – Aaron Spitzer, Director of Parks and Recreation
- H Interagency Contract with DEQ for the ZXR West Waterline Extension – Cyndi Toler, Purchasing Officer
- I Project Agreement #7 with Dewberry for the ZXR West Waterline Extension System Design and Related Services – Cyndi Toler, Purchasing Officer

7A – APPOINTMENTS

- J Board, Commission, and Committee Appointments – Caitlin Solis, Clerk to the Board

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

- K VDOT Quarterly Report— Bethel Kefyalew, VDOT, Louisa Residency
- L FY20 YTD Revenue Report – Mary Anna Twisdale, Director of Finance

9 – CONSENT AGENDA

- M Minutes of June 17, 2020 – Caitlin Solis, Clerk to the Board
- N CRMF - FCPS - FCHS Compressor Replacement – Don Stribling, FCPS
- O CRMF - PW21-001 - Public Safety HVAC Replacement – Dale Critzer, Assistant Director of Public Works

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- P CRMF - PW21-002 - SCADA Room HVAC – Dale Critzer, Assistant Director of Public Works
- Q FY20 Reassessment Budget Transfer – Liz McIver, Management Analyst
- R FY21 Employee Assistance Program (EAP) Coverage – Jessica Rice, HR Manager
- S Equipment and Fleet Maintenance Technician Position Description – Jessica Rice, Human Resources Manager
- T University of Virginia Propel Management Consulting Program – Bryan Rothamel, Economic Development Coordinator

13 – CLOSED MEETING

TBD

RECESS – DINNER BREAK

RECONVENE @ 7:00pm

RECONVENE

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

6 – PUBLIC HEARINGS

- U Public Hearing to Readopt the Continuity of Operations Emergency Ordinance – Eric Dahl, County Administrator
- V Public Hearing for an Ordinance to Amend Sections 4-1-1 And 8-5 of the Fluvanna County Code to Conform to the Recodification of Title 55 (Now Title 55.1) of the Code Of Virginia – Eric Dahl, County Administrator

7 – ACTION MATTERS

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

10 – UNFINISHED BUSINESS

- W Local Allocations for Federal CARES Coronavirus Relief Funds – Eric Dahl, County Administrator

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

14 – CLOSED MEETING

TBD

14 – ADJOURN



County Administrator Review

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PLEDGE OF ALLEGIANCE

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

GENERAL RULES OF 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 defamatory or abusive language directed at any member of the Board or other person, to create excessive noise, or in any way incite persons to use such tactics. The Chair shall be the judge of such breaches, however, the Board may by majority vote of the Board members present and voting to overrule the judgment of the Chair.
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.

RULES OF PROCEDURE FOR PUBLIC HEARINGS

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 A

MEETING DATE:	July 1, 2020				
AGENDA TITLE:	County Attorney Compensation Agreement				
MOTION(s):	I move to approve the County Attorney's Compensation Agreement for Fiscal Year 2021 services, effective July 1, 2020, with no change in rates from FY20.				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, County Administrator, and Fred Payne, County Attorney				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approval.				
TIMING:	The County Attorney's current agreement ends June 30, 2020.				
DISCUSSION:	The County Attorney has proposed the same service rates for FY21 as are currently in effect. The agreement calls for a flat monthly fee of \$10,000 and includes additional services and periodic on-site work. Other rates and terms are specified below and in the attached proposal document.				
		<u>Position</u>	<u>Prior</u>	<u>New</u>	
		Frederick W. Payne, County Attorney	\$310	\$310	
		Donna R. DeLoria, Dep County Attorney	\$265	\$265	
		William W. Tanner, Dep County Attorney	\$240	\$240	
		Kristina M. Hofmann, Asst County Attorney	\$215	\$215	
		Associate	\$150	\$150	
		Paralegals	\$ 95	\$ 95	
	Assistants (when applicable)	\$ 75	\$ 75		
FISCAL IMPACT:	Budgeted for FY21				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Agreement				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX				



FLUVANNA COUNTY ATTORNEY

Deputy County Attorneys:
Donna R. DeLoria
William W. Tanner

Frederick W. Payne
414 East Jefferson Street
Charlottesville, Virginia 22902
Telephone: (434) 977-4507
Facsimile: (434) 977-6574
E-mail: fwpayne@fluvannacounty.org

Assistant County Attorney:
Kristina M. Hofmann

COUNTY ATTORNEY SERVICES Effective July 1, 2020

The Fluvanna County Attorney is appointed by the governing body and serves at the pleasure of the governing body. He shall serve at a rate of compensation as set forth hereinafter and shall be allowed to recover his reasonable costs expended. When serving at an hourly rate, the County Attorney shall provide the County with an itemized list of fees and expenses.

The County Attorney shall have the duty in civil matters of advising the governing body and all boards, departments, agencies, officials and employees of the County, of drafting or preparing ordinances, of defending or bringing actions in which the County or any of its boards, departments or agencies, or officials or employees, thereof, shall be a party, and in any other manner advising or representing the County, its boards, departments, agencies, officials and employees, and the County Attorney shall be accountable to the governing body in the performance of his duties.

The County Attorney is the primary risk management officer for the County and works daily with leadership, staff and citizens to resolve problems. The County Attorney and Deputy/Assistant County Attorneys work collaboratively with County leadership to accomplish the essential functions outlined below with an emphasis on creative solutions to the County's desired goals within the limits of state law.

ESSENTIAL FUNCTIONS: This information is of a general nature, and is not intended to be a comprehensive description of every role and responsibility.

I. For routine services, the County Attorney will be paid a flat fee of \$10,000 per month. "Routine services" shall include such matters as (a) regular advice and support to members of the Board, the County Administrator and other members of the County staff, as well as constitutional officers upon their request; (b) reviewing/drafting of ordinary documents, including, but not limited to, private road maintenance agreements, development bonds, zoning and subdivision staff reports, tax refund letters, legal notices, etc.; (c) drafting of routine ordinance amendments and regular maintenance of the County Code to maintain compliance with state enabling legislation; (d) support of staff in enforcement of zoning, subdivision and other County Code violations (but not including court proceedings except as directed by the Commonwealth's Attorney); (e) assistance to staff regarding compliance with the Freedom of Information Act, and policies for records retention and policies for procurement; (f) preparation, review and execution of simple leases, simple deeds and other simple contracts which are not subject to the Virginia Public Procurement Act; and (g) occasional briefing/educational activities, including such things as updating the Board, Planning Commission and staff on matters such as zoning procedures and other legal



matters. It shall also include attendance at regular meetings of the Board of Supervisors, the Planning Commission, the Board of Zoning Appeals and the building code board of appeals, with occasional attendance at special meetings and work sessions as directed by their respective chairmen or the County Administrator. It shall also include attendance at occasional staff and other meetings, approximately twice per week, as scheduled in consultation with the County Administrator.

II. For other, non-routine services, which are particularly time-intensive and unpredictable, the County Attorney will bill the County by the hour at the rates set out below and will provide a monthly itemized list of fees and expenses. The additional services would include such things as the following:

- (a) real estate (including sales, acquisitions and other non-routine matters, such as the negotiation of telecommunications leases, etc., not covered in Section I. (f), above);
- (b) general procurement, reviewing/drafting contracts, memoranda of understanding/agreement, requests for proposals/bids not covered by Section I. (f), above;
- (c) litigation; and
- (d) special projects (such as comprehensive review/revision of major legislative projects including land use ordinances, comprehensive plan, exercises of the County's power of eminent domain, appearance before governmental bodies other than as provided in Section I., above, etc.).

Frederick W. Payne, county attorney	\$310
Donna R. DeLoria, deputy county attorney	\$265
William W. Tanner, deputy county attorney	\$240
Kristina M. Hofmann, assistant county attorney	\$215
Associate	\$150
Paralegals	\$ 95
Assistants (when applicable)	\$ 75

When a matter involves travel outside the immediate Charlottesville area, the County will be charged for travel time (at the above-listed hourly rates) and mileage (at rates approved by the federal IRS) **except** that there will be no such charges for attendance at regular meetings of the Board of Supervisors and Planning Commission.

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

TAB B

MEETING DATE:	July 1, 2020				
AGENDA TITLE:	CARE Task Force Charter Renewal & Appointment Extensions				
MOTION(s):	I move to approve a one-year extension of the CARE Task Force Charter until June 30, 2021 and further move to extend Task Force member appointments for terms to end June 30, 2021.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		C1
	XX				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Current				
DISCUSSION:	<p>The CARE Task Force was established by the BOS on July 5, 2017.</p> <p>The Task Force Charter was previously extended from Dec 31, 2017 until June 30, 2018, July 1, 2018 until June 30, 2019, and again from July 1, 2019 to June 30, 2020</p> <p>The Task Force requests to continue work through FY21; interested members are requesting reappointment (see attached)</p>				
FISCAL IMPACT:	TBD				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	CARE Task Force was established by the BOS on July 5, 2017.				
ENCLOSURES:	<ul style="list-style-type: none"> • Charter • Current Appointees 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CHARTER COLUMBIA AREA RENEWAL EFFORT (CARE) TASK FORCE

Approved
By BOS:
July 5, 2017

1. Purpose. The purpose of the Columbia Area Renewal Effort (CARE) Task Force is to advise, assist, support, and advocate for positive change and renewal efforts in the Columbia area. The Task Force will prepare a report of proposed actions for consideration by the Board of Supervisors.



2. Task Force Duration. The work of the Task Force is intended to be completed and a final report of recommendations submitted to the Board of Supervisors by December 31, 2017, unless an extension is approved by the Board.

3. Tasks / Responsibilities. In collaboration with County staff and other local agencies, the Task Force shall develop a list of proposed action steps to:

- a. Promote citizen engagement.
- b. Support renewal and clean-up efforts.
- c. Identify and develop green space opportunities and options.
- d. Advocate for improved public safety awareness and positive actions.
- e. Protect and enhance unique historical/architectural resources.
- f. Review and assess Historic District designation options.
- g. Support business attraction.
- h. Propose and support public events for the Columbia area.

4. Membership. Membership shall be comprised as follows:

- a. Columbia-area resident, business, and/or property owner members (8) (appointed by Board of Supervisors)
- b. Columbia Interfaith Council representative
- c. Fluvanna Historical Society Representative
- d. Fluvanna County Columbia District Supervisor
- e. Fluvanna County Sheriff (or representative)
- f. Fluvanna County Administrator (or representative)
- g. Fluvanna County Community & Economic Development representatives (2)

- h. Fluvanna County Public Works representative
- i. Fluvanna County Parks & Recreation representative
- j. The Chair may request other ad hoc members to participate in task force efforts, as needed. This will likely include subject matter experts and representatives from local support agencies.

5. Organizational Structure

a. Chair. The Task Force will be chaired by Board of Supervisors' representative (or designee).

b. Meetings

(1) **Public meetings are generally scheduled for the third** Monday of each month at 7:00 pm.

(2) Meetings will be advertised via the County website. Additional or special meetings may be called by the Chair with 72-hour notice to members and posting of the notification on the County website.

(3) A quorum shall consist of a simple majority of members.

c. Minutes. Minutes of each meeting will be prepared by a designated County representative, and following adoption by the Task Force, shall be posted on the County website.

d. Recommendations and Reports. Task Force reports and action recommendations will be submitted in writing to the County Administrator for consideration by the Board of Supervisors on a regular meeting agenda. Documentation will include background information and justification for any recommended actions.

6. Parliamentary Authority

a. The Task Force shall be governed in its proceedings by the current edition of Robert's Rules of Order, Newly Revised.

b. Decisions will commonly be made by consensus. A formal vote shall be taken when a decision is required for policy recommendations and action items, or if the decision requires referral to the Board of Supervisors for formal approval.

CARE Task Force Members

Last Name	First Name	Position
	TBD	Columbia-area resident, business, and/or property owner members
	TBD	Columbia-area resident, business, and/or property owner members
	TBD	Columbia-area resident, business, and/or property owner members
	TBD	Columbia-area resident, business, and/or property owner members
	TBD	Columbia-area resident, business, and/or property owner members
	TBD	Columbia-area resident, business, and/or property owner members
	TBD	Columbia-area resident, business, and/or property owner members
	TBD	Columbia-area resident, business, and/or property owner members
	TBD	Columbia Interfaith Council representative
Johnson	Tricia	Fluvanna Historical Society representative
Sheridan	Mike	Fluvanna County Columbia District Supervisor
Wells	David	Sheriff's Office representative
Dahl	Eric	Fluvanna County Administrator
Miles	Douglas	Fluvanna County Community & Economic Development representatives
Robinson	Brad	Fluvanna County Community & Economic Development representatives
Hickman	Calvin	Fluvanna County Public Works representative
Spitzer	Aaron	Fluvanna County Parks & Recreation representative

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

TAB C

DATE:	July 1, 2020				
AGENDA TITLE:	Funds for Recovery and Operations Management: Fluvanna Small Business Grant - Nonprofits				
MOTION(s):	<p>I move the Board of Supervisors approve to allocate \$100,000 of the \$2.379 million Fluvanna County received from the Commonwealth of Virginia, as part of The Coronavirus Aid, Relief, and Economic Security (CARES) Act, to be used for the Funds for Recovery and Operations Management (FROM): Fluvanna Small Business Grants for non-profit entities in response to the COVID-19 disruption, with the grant requirements as presented. The FROM: Fluvanna Small Business Grants will be administered by the Community Investment Collaborative for a fee no more than 3 percent.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Bryan Rothamel, Economic Development Coordinator				
PRESENTER(S):	Bryan Rothamel, Economic Development Coordinator Austin Katstra, Economic Development & Planning Intern Stephen Davis, President, CIC				
RECOMMENDATION:	Approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • Fluvanna County received \$2,379,202 of Coronavirus Aide, Relief, and Economic Security funding. The county can use the money to give small business grants to companies who experienced disruption from COVID-19. • Organizations must show an increase in costs due to COVID-19 health emergency, provide an IRS Tax Exemption Determination Letter, and a budget for use of requested funds. • In response to COVID-19 disruptions, area communities have utilized the Community Investment Collaborative’s expertise in grant allocation to disburse funds. • Staff recommends the following grants for organizations designated a 501(c)3, 501(c)4, or 501(c)6 that are based in Fluvanna, operational as of March 27, 2020, and engaged in activities legal under the law: organizations providing community needs, as defined under priority section: up to \$15,000, other “nonprofit” organizations \$5,000. • Priority for grant disbursement is as follows with the first listed as highest and last listed as lowest: provided food for community, provided childcare for community, provided other household needs for community (clothing or other items), did not provide community needs. • Community needs must be conducted on an ongoing business during the COVID-19 health crisis to be eligible. 				

	<ul style="list-style-type: none"> • Paycheck Protection Program (PPP) funding does not disqualify a business, but will serve as tiebreaker. • Religious organizations are eligible, but must meet requirements and will be awarded grant in accordance with priority as defined. • The grant may be used to cover costs incurred from: personal protective equipment (PPE), redesign of operational structure, payroll or other operating expenses, rent or mortgage payments, teleworking, or debt incurred as a result of COVID-19 disruption. • Ineligible businesses include for-profit entities and private schools. 				
FISCAL IMPACT:	\$100,00 of \$2.379 million in CARES Act Funding				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	<p>03/27/2020 CARES Act was signed into law, allocating \$3.31 billion to the Commonwealth of Virginia.</p> <p>04/22/2020 U.S. Department of Treasury issued guidance detailing costs covered by the CARES Act.</p> <p>05/12/2020 The Commonwealth of Virginia allocated \$2.379 million to be distributed to Fluvanna County on or around June 1, 2020.</p> <p>06/17/2020 The Board of Supervisors approved \$350,000 of the \$2.379 million for the “for-profit” portion of the FROM: Fluvanna Small Business Grant.</p>				
ENCLOSURES:	<ul style="list-style-type: none"> - Presentation - Guilford County, NC CARES Nonprofit Assistance - Fairfax County: Relief Initiative to Support Employers - CIC Information 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			X



FLUVANNA

Funds for Recovery and Operations Management (FROM): Fluvanna Small Business Grants

July 1, 2020

**Bryan Rothamel, Economic Development Coordinator
Austin Katstra, Economic Development and Planning Intern**



CARES Act Guidance to Localities

- **Fluvanna County received \$2.379 million from the CARES Act.**
- **The Guidance from the Treasury Department allows small business grants:**
 - *Nonexclusive examples of eligible expenditures*
 - Eligible expenditures include, but are not limited to, payment for:
 - 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - » Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - *The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?*
 - Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.



CARES Act Guidance to Localities, continued

- *The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?*
 - Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.



FROM: Fluvanna Small Business Grant

- **Staff designed two programs to utilize 19% of the CARES Act allocation to assist entities from Fluvanna.**
- **The Funds for Recovery and Operations Management: Fluvanna Small Business Grants**
 - \$350,000 to assist for-profit businesses from Fluvanna (15% of allocation)
 - \$100,000 to assist non-profit entities from Fluvanna (4% of allocation)
- **These grants are narrowly tailored for response to COVID-19 health emergency.**
- **Community Investment Collaborative would manage at a 3% fee (an additional \$13,500 fee).**



FROM: Fluvanna “Non-Profit” Business Grants

- **\$100,000 for this portion of the program.**
- **Eligibility:**
 - Must be operational as of March 27, 2020
 - Must be based in Fluvanna and engaged in activities legal under the law
 - Must be a 501(c)3, 501(c)4, or 501(c)6
- **Amount Awarded**
 - Provided a community need, as defined: Up to \$15,000
 - Other: Up to \$5,000
- **Criteria:**
 - Must show increase in costs or loss of revenue due to COVID-19 health emergency
 - Must provide IRS Tax Exemption Determination letter
 - Must provide budget for use of requested funds



FROM: Fluvanna “Non-Profit” Grants continued

- **Community Needs**

- Provided food, childcare, other household needs (clothing or other items) on an ongoing basis during the health crisis.

- **Funds can be used for:**

- PPE
- Redesign of structure of operations such as social distancing requirements
 - Including website, or other digital forms of communicating to customers or clients.
- Payroll or other operating expenses
- Rent or mortgage payments
- Debt incurred because of COVID-19 disruption
- Teleworking
- Loss Revenue



FROM: Fluvanna “Non-Profit” Grants continued

- **Ineligible**
 - For-profit businesses and private schools

- **Priority**
 1. Provided food for community
 2. Provided childcare for community
 3. Provided other household needs (clothing or other items) for community
 4. Did not provide community needs
 - PPP funded will be used as a tiebreaker and not an eliminating factor. However, funds cannot be requested for the same use.
 - Religious organizations can qualify if they meet the outlined guidelines.

- **Board of Supervisors will see a final list of organizations who qualified before funding occurs.**



FLUVANNA

Questions?

Guilford County, NC: Guilford CARES Nonprofit Assistance Grant Program

\$2.5m of \$94m (2.66%)

Can be used for nonprofits and “assist residents in our community who have been hit hardest”

Adjustable Amount

- Up to \$50,000

First come, first serve

Criteria

- “To support non-profit agencies in their outreach efforts to cover expenditures incurred due to the public health emergency with respect to COVID-19”
- 501(c)3, 501(c)4, or 501(c)6 in good standing
- In County and engaged in legal activities
- Can provide financial records including
 - IRS Tax Exemption Determination letter
 - Budget for use of requested funds
- Suffered from business interruption caused by required closures

Stipulations

- Costs must be not previously budgeted and incurred or will be incurred 3/1–12/30
- Food insecurity expenses
- Public health measures and supplies
- Other health measures to mitigate and prevent spread
- Medical access

Links

- <https://www.guilfordcountync.gov/services/grants/nonprofit-assistance-grant-program>

Fairfax County

\$25m of \$2000m (12.5%)

Includes for profit

Adjustable Amount

- 1-10: \$10,000
- 11-25: \$15,000
- 26-49: \$20,000

Criteria

- Must be established with principal place of business physically in county

- Must have at least 1 and less than 50 FTE employees across all locations
- Have NOT received grant from Fairfax COVID Sustainability Grant Fund
- Have an IRS Form 990 from 2018 or 2019

Stipulations

- Grant can be used for:
 - Employee compensation (including wages and benefits)
 - Working Capital
 - Equipment Inventory
 - Rent
 - Other business critical operating expenses

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

TAB D

DATE:	July 1, 2020				
AGENDA TITLE:	New Registrar's Office Location Lease				
MOTION(s):	I move the Board of Supervisors Board approve the Agreement of Lease for Shopping Center Space between Fluvanna County, as Tenant, and Jefferson Centre Properties, LLC, as Landlord, for Suites 115 and 116 in the Jefferson Centre Shopping Center to be used by the County Registrar's Office at a first year monthly lease amount of \$3,491.67 and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, County Administrator Bryan Rothamel, Economic Development Coordinator				
PRESENTER(S):	Bryan Rothamel, Economic Development Coordinator				
RECOMMENDATION:	Approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • The General Assembly now requires no excuse, 45-day early voting starting the November 2020 General Election. • The Registrar's Office physical location is not set-up to handle early voting effectively. Using a satellite location would still require the Registrar's Office to be used for early voting. • County Administration sought a permanent move of the Registrar's Office to allow early voting, handicap accessibility, ample parking, training space, secure storage of voting equipment, ease of access for County voters. • The Jefferson Centre has two open retail spots that would satisfy the current office deficiencies. • The Registrar and the Electoral Board members have toured the facility with County Administration. • County Administration negotiated a lease to run from July 15, 2020 to July 14, 2023 with two additional one-year renewals. • We will have to pay CBS Rentals, property manager of the building, \$5,000 to upfit the property for lease. We will also have internal costs to prepare the building for occupancy such as signs, IT infrastructure, furniture and storage security. 				
FISCAL IMPACT:	-July 15, 2020 – July 14, 2021, \$3,491.67, per month (\$41,900.04 per year) -July 15, 2021 – July 14, 2022, \$3,596.42, per month (\$43,157.04 per year) -July 15, 2022 – July 14, 2023, \$3,704.31, per month (\$44,451.72 per year) -Renewal July 15, 2023 – July 14, 2024, \$3,815.44, per month (\$45,785.28 per year)				

	-Renewal July 15, 2024 – July 14, 2025, \$3,929.91, per month (\$47,158.92 per year)				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	-Agreement of Lease				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X			

AGREEMENT OF LEASE FOR SHOPPING CENTER SPACE

Between:
Jefferson Centre Properties, LLC
and
County of Fluvanna

Dated as of:
June 17, 2020

Jefferson Centre
265 Turkey Sag Trail, Suites 115 and 116
Palmyra, Virginia 22963

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- EXHIBIT A Legal Description**
- EXHIBIT A-1 The Premises**
- EXHIBIT B Shopping Center Site Plan**
- Exhibit C Signage**
- EXHIBIT F Subordination, Non-Disturbance and Attornment Agreement**
- EXHIBIT G Report of Occupancy**

THIS LEASE AGREEMENT is made by and between Jefferson Centre Properties, LLC, a Virginia Limited Liability Company (hereinafter called "Landlord") and the County of Fluvanna, a political subdivision of the Commonwealth of Virginia (hereinafter called "Tenant"). Landlord and Tenant are collectively referred to herein as the "parties", or individually as a "party". For mutual consideration, the sufficiency of which is hereby acknowledged the parties agree as follows:

SECTION 1 Definitions

This Section 1 is an integral part of this Lease and all of the terms hereof are incorporated into this Lease in all respects. In addition to the other provisions which are elsewhere defined herein, following, whenever used in this Lease shall have the meaning set forth in this Section, and only such meaning, unless such meanings are expressly contradicted, limited or expanded elsewhere herein:

Effective Date of July 15, 2020 Lease:

Shopping Center: The real property or leasehold on the real property shown on the site plan in Exhibit B and described in the legal description attached hereto as Exhibit A commonly known as Jefferson Centre Shopping Center located at 265 Turkey Sag Trail & Rte. 53, County of Fluvanna, as the same may be modified from time to time pursuant to Section 6 hereof.

Premises: That portion of the Shopping Center identified by cross-hatching on Exhibit B, consisting of approximately 2501 square feet of "Leasable Space" located at 265 Turkey Sag Trail, Unit 115 and 116.

Leasable Space: When used with respect to the Premises and all other Leasable Space in the Shopping Center, means Landlord's best estimate of the number of square feet of area in all structural parts of the Shopping Center for exclusive use of the Tenant thereof and its customers, visitors, licensees, invitees, or employees, including without limitation basements, mezzanines and balconies used for the sale of goods and services; said area shall be measured from the exterior face of exterior walls and the center line of any walls which Tenant shares with other tenants or occupants of the Shopping Center, provided that no deduction from Leasable Space shall be made for columns, stairs, elevators or any interior construction or equipment within the six (6) boundaries which demise the Leasable Space. If the actual number of square feet within the Premises is greater or lesser than Landlord's estimate, the number of square feet shall be adjusted to the exact amount of square feet within the Premises.

Common Areas: The parking lots, loading facilities, sidewalks, sidewalk canopies, and landscaping and other spaces for the use in common by all employees, invitees, and customers of the Shopping Center.

Commencement Date Commencement shall be on July 15, 2020 (also referred to herein as the "Rent Commencement Date")

Initial Term: A period of 3 years and 0 months following the Rent Commencement Date.

Term: The Initial Term and any option periods exercised by Tenant, unless and until earlier terminated as permitted under this Lease.

Lease Year: Each Twelve (12) month period beginning with the Commencement Date shall be a "Lease Year".

Base Rent: The fixed annual rent payable by Tenant during the Term in monthly installments in advance without notice as follows:

July 15, 2020 – July 14, 2021, \$3,491.67 per month

July 15, 2021- July 14, 2022, \$3,596.42, per month

July 15,2022-July 14, 2023, \$3,704.31, per month

Option Period: Tenant shall be entitled to two (2) option periods of one (1) year each, in which to extend the initial lease. This option period shall be exercised automatically unless the Tenant three (3) months written notice to the Landlord of their intent not to exercise the option to extend. The fixed annual Base Rent payable by Tenant during the Option Periods shall be \$3,815.44 per month during the first option period and \$3,929.91 per month during the second option period, paid in monthly installments in advance without notice.

Security Deposit: \$ 0.00

Permitted Uses: Tenant may use and occupy the Premises with unrestricted access for any lawful use.

Tenant's Proportionate Share: The fraction (expressed as a percentage) determined from time to time by dividing the number of square feet of Leasable Space in the Premises by the number of square feet of Leasable Space in the Shopping Center.

Guarantor: N/A

Broker's Name and Address: N/A

Estimated Charges: **Estimated Tax Charge: \$N/A per annum, payable in equal installments, in advance, at the rate of \$N/A per month, subject to annual adjustments.**

Estimated Insurance Charge: \$ N/A per annum, payable in equal installments, in advance, at the rate of \$ N/A per month, subject to annual adjustments.

Estimated Common Area Charge: \$N/A per annum, payable in equal installments, in advance, at the rate of \$ N/A per month, subject to annual adjustments. CAM includes trash removal.

Estimated Water/Sewer Charge: N/A annum, payable in equal installments, in advance, at the rate of N/A month, subject to annual adjustments.

Exhibits: This Lease includes the following Exhibits, Riders and Addenda which are incorporated herein and made a part hereof by this reference:

- EXHIBIT A Legal Description
- EXHIBIT A-1 The Premises
- EXHIBIT B Shopping Center Site Plan
- EXHIBIT C Signage
- EXHIBIT F Subordination, Non-Disturbance and Attornment Agreement
- EXHIBIT G Report of Occupancy

SECTION 2 Grant and Term

Grant: In consideration of the rents agreed to be paid and of the covenants and agreements made by the respective parties hereto, Landlord demises and leases to Tenant and Tenant hereby leases from Landlord the Premises, upon the terms and conditions herein provided, together with the right to use, in common with others entitled thereto, the Common Areas, subject to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

Term: Subject to the terms, covenants and agreements contained herein, Tenant shall have and hold the Premises for the entire Term.

SECTION 3 Rent, Utility Charges, Taxes and Insurance

NO PERCENTAGE RENT IS TO BE COLLECTED AS PART OF THIS LEASE.

Base Rent: Tenant covenants and agrees to pay to Landlord the Base Rent specified in Section 1 in advance and without notice, demand or setoff on the first day of each month of the Term; provided, however, that the first payment due shall be made upon execution and delivery of this Lease by Tenant. Acceptance of late Rent at any time or times by Landlord shall in no way waive Tenant's obligation to pay Rent in accordance with this Section or be deemed a waiver of any of Landlord's rights hereunder. If the Term commences on a day other than the first day of the month, or ends on a day other than the last day of the month, Tenant shall pay for the fractional month within the Term on a per diem basis.

Utility Charges: Tenant shall arrange for utilities on its own account and in its own name and shall be solely responsible for and pay when due all charges for heat, gas, electricity or any other utility services used or consumed in the Premises beginning on the date Tenant takes possession of the Premises for purposes of fixturing or Tenant Improvements as set forth in Section 4. It is anticipated that all services will be separately metered and or billed the Tenant except: water and sewer, which is included in Base Rent, and which charges shall be paid by Landlord. If Landlord interrupts, discontinues, or causes the interruption or discontinuation of any of these utilities or services, then the Tenant, in addition to any other remedy available under the law, shall be entitled to deduct from Rent either (i) the per diem rental for each day that the Premises are rendered unsuitable for use due to Landlord's failure to provide such utility or service, or (ii) the actual cost

to provide the utility or service if not provided by Landlord.

Taxes: Landlord shall be responsible for all real estate taxes applicable to the Premises, unless otherwise provided in this Lease. Tenant shall further pay and discharge when due any federal, state, county or municipal tax levied or assessed against any trade fixtures, furnishings, equipment, leasehold improvements, alterations or additions made by Tenant, merchandise and personal property of any kind owned, installed or used by Tenant in or upon the Premises during the Term. Tenant is a tax-exempt political subdivision of the Commonwealth of Virginia.

Insurance: Landlord covenants that it will keep the Shopping Center and the Premises insured against damage by fire, lightning, a windstorm, tornado, earthquake, civil disturbance, flood, acts of nature and casualty loss, under a broad form extended coverage or similar property loss policy. This policy will cover the full replacement cost of the Shopping Center and Premises. In addition, Landlord will carry broad form commercial general liability coverage, including coverage for the Common Areas, with limits Landlord deems appropriate so as to insure reasonable financial responsibility as provided elsewhere in this Lease.

Additional Rent: Tenant covenants to pay and discharge when the same shall become due, as additional rent, all amounts, liabilities and obligations which Tenant has assumed or agreed to pay or discharge pursuant to this Lease including those enumerated in this Section 3, if any, and elsewhere in this Lease.

Method of Payment, Past Due Rents: The term "rent" as used in this Lease shall mean and include all Base Rent, Estimated Charges, if any, and additional amounts payable hereunder. All rent shall be paid to Landlord at the Rental Payment Address specified in Section 21 or at such other place or to such other person as Landlord may from time to time direct in writing, or as is otherwise provided herein, in lawful money of the United States of America.

If Tenant pays any installment of Base Rent or any other sum due under the Lease by check and such check is returned for insufficient funds or other reason not the fault of Landlord, then Tenant shall pay to Landlord on demand a minimum processing fee of Fifty and No/100 Dollars (\$50.00) per returned check. These fees shall be construed as additional rent and be collected as rent and are in addition to any and all other fees and/or remedies available to Landlord under this Lease. Any rent paid after the 15th of any month shall, at Landlord's option, be credited to the payment of rent due on the first day of the following month, and will not affect this, or any other legal action instituted by Landlord to recover delinquent rent and/or possession of the Premises.

Net Lease: This is a net lease and the Base Rent, additional rent, if any, and all other sums payable hereunder by Tenant shall be paid without notice, or demand

SECTION 4 Construction of Improvements

Condition of Premises: Tenant; Title to Premises. Landlord hereby represents and warrants to the Tenant, and covenants that throughout the Term and any renewal or extension thereof, that Landlord is and shall be duly organized and legally existing under the laws of the state of its formation and is duly qualified to transact business in the Commonwealth. Landlord further represents and warrants to the Tenant that (i) Landlord has all requisite power and authority to lease the Premises to the Tenant; (ii) each person and/or entity signing on behalf of Landlord is authorized to do so; (iii) Landlord has provided the Tenant with its current organizational documents, which as of the date hereof, have not been amended or modified and remain in full force and effect; and (iv) no consent of any lender or any other third party is required for Landlord to enter into this Lease or if such consent is required, such consent has been obtained or will be obtained prior to the Commencement Date. The foregoing shall apply to any corporation, partnership, limited liability company, joint venture, or limited partnership which is a member, manager, general partner, or joint venture of Landlord. Landlord also represents and warrants that is has fee simple title to the Shopping Center and the Premises.

Good Repair and Suitable for Intended Use: Good Repair and Suitable for Intended Use. Except as otherwise set forth herein, Tenant acknowledges that the Premises are in a condition suitable for its Use. Landlord represents and warrants that it has maintained all water and sewer systems, plumbing and electrical devices and appliances of every nature upon the Premises, including, but not limited to the HVAC Equipment, and that they are in good repair and working order as of the date hereof and shall be in good repair and working order as of the Commencement Date.

Environmental Condition: Environmental Condition. Landlord represents and warrants that any handling, transportation, storage, treatment or usage of hazardous or toxic substances that has occurred on the Shopping Center or the Premises to date has been in compliance with all applicable federal, state and local laws, regulations and ordinances. Landlord further represents and warrants that no leak, spill, release, discharge, emission or disposal of hazardous or toxic substances has occurred on the Shopping Center or the Premises to date and that the soil vapor on or under the Shopping Center and the Premises is free of toxic or hazardous substances as of the Commencement Date.

Asbestos: Asbestos.

(a) Landlord represents and warrants that to the best of Landlord's knowledge the Premises

does not now contain and will not hereafter contain any friable asbestos (as defined in Virginia Code Section 2.2-1 162).

(b) Landlord represents, warrants, covenants, and agrees that no building materials consisting of asbestos or asbestos containing fibers have been or will be used by Landlord in the construction or repair of the Premises, that none have been or will be used in any construction or repair work required by this Lease, and that none will be used in future repairs, renovations, or construction to the Premises during the Term, or during any renewal or extension of the Term.

(c) Landlord covenants and agrees that any friable asbestos discovered in or on the Premises after the Commencement Date will be promptly and properly removed by the Landlord, at Landlord's sole expense, provided the asbestos became a part of the Premises (including the Premises' roof, walls, floor, equipment, insulation, etc.) by act of the Landlord or Landlord's agents, employees, contractors or repairmen, or otherwise was placed on or became a part of the Premises through no fault of the Tenant, or its contractors or agents.

American with Disabilities Act Compliance American with Disabilities Act Compliance.

(a) In addition to any other requirements or covenants in this Lease, and at all times during the Term and during any renewal or option terms or extensions of this Lease, Landlord covenants that, as to the Premises and the Common Areas, it has fully complied, or will comply, with (i) the facilities accessibility laws, regulations and standards required by the "Americans With Disabilities Act of 1990" ("ADA"), including Titles II and III thereof, and the regulations and standards promulgated thereunder, including the regulations promulgated by the U.S. Department of Justice (28 CFR Chapter I, Part 36 and the Standards for Accessible Design Pt. 36, App. A-entitled "ADA Accessibility Guidelines for Buildings and Facilities"), as amended and (ii) the minimum requirements of the Virginia Uniform Statewide Building Code ("VUSBC"), Volume I-New Construction, as amended, pertaining to access by the physically handicapped and aged persons, including Chapter 11 ("Accessibility") of said VUSBC, which, in part, incorporates the regulations and referenced standards of the U.S. Department of Justice identified above, to the fullest extent required by law. To the extent the minimum requirements of the VUSBC are more restrictive than applicable federal requirements, the more restrictive of the two shall control. Landlord further covenants that, following the date of execution of this Lease, all alterations of the Premises and Common Areas shall be undertaken by Landlord in such a manner that the ADA and the regulations and standards promulgated thereunder and the VUSBC are fully complied with to the extent required by law and as herein provided. Should the Tenant discover that an element of the Premises, or the construction or design of the Premises, or alterations thereto, are not in compliance with the requirements herein set forth, including the referenced standards or guidelines pertaining to the ADA, Tenant shall promptly notify Landlord (or Landlord's agent) in writing detailing both the requirement and the noted deficiency and specifying the action required to bring about compliance.

(b) The foregoing provisions of this Section, as applied to Landlord, shall not apply to trade fixtures used or installed by Tenant or Tenant's layout of such trade fixtures.

Up-fit Work:

Any additional improvements to the Premises necessary for the Tenant's use or occupancy thereof and not listed as Landlord's work in Exhibit A-1 shall be completed by Tenant, at Tenant's expense, and shall hereinafter be referred to as "Tenant Improvements." Landlord is aware that Tenant's intended Improvements include, but are not limited to installation of security and surveillance equipment, information technology equipment, and interior fencing to secure voting machine(s) and other items. The improvements shown in Exhibit A-1 must be completed by Landlord (the "Up-fit") to Tenant's reasonable satisfaction on or before the Commencement Date. The Tenant agrees to pay \$5,000.00 toward the cost of the Up-fit (the "Tenant Contribution"), and the Landlord will cover any excess costs. The Tenant Contribution will be paid by the Tenant on or before the Commencement Date so long as the Up-fit is completed by the Commencement Date. The Up-fit shall be completed by Landlord in conformity with the specifications in Exhibit A-1 and in a good and workmanlike manner so as to pass without exception in the industry. Notwithstanding any other provision of this Lease to the contrary, Tenant's obligations to pay rent and any other amounts of any kind under this Lease and the Commencement Date shall not begin until the Up-fit is completed to the reasonable satisfaction of Tenant.

Excuse of Performance:

Anything in this Lease to the contrary notwithstanding, neither Tenant nor Landlord shall be deemed in default with respect to the performance of any of the terms of this Lease if a failure of performance is due to any strike, lockout, boycott, labor dispute, civil commotion, war-like operation, invasion, rebellion, hostilities, pandemic, military or usurped power, sabotage, governmental regulation or control, inability to obtain any material or service, Act of God, adverse weather condition, energy shortage or any other cause whether similar or dissimilar, beyond the reasonable control of Tenant or Landlord; provided such cause is not due to the willful act of Tenant or Landlord; and further provided that delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party; and further provided that the foregoing shall not relieve Tenant from its obligation timely to pay rent and other sums due under this Lease. In order to claim the benefits of this section, the party claiming any such excuse for its performance hereunder must have given the other party written notice of the cause and anticipated duration of such failure of performance within 5 days of the occurrence of said cause; except that if the cause makes it impossible, impractical, or unsafe to provide such notice, then within 5 days of the termination of the cause, or the aspects of the cause which make it impossible, impractical, or unsafe to provide notice, whichever is sooner.

SECTION 5 Use of Premises

Use: The Premises shall be occupied and used only for the Permitted Uses and for no other purpose whatever unless Landlord, in its sole right, discretion or with the approval and consent of any other interested party who has a right, consents to a change in such uses. Tenant acknowledges and agrees that the Permitted Uses of the Premises set forth herein are a critical element of the bargain of the parties hereto and that actual and substantial detriment will result to Landlord and the other tenants and occupants of the Shopping Center in the event that a change or deviation in such uses shall occur or be permitted without the express written consents herein required.

SECTION 6 Quiet Enjoyment and Landlord's Right of Entry

Quiet Enjoyment: If and so long as Tenant shall pay the rent specified herein and observe and perform all covenants, agreements and obligations required by it to be observed and performed hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease and the mortgages and other matters to which this Lease is subordinate pursuant to Section 17. Landlord expressly reserves the right as to the Shopping Center at any time to do, or permit to be done, any or all of the following: add or remove buildings or structures; change the number and location of buildings and structures; change building dimensions; change the number of floors in any of the buildings or structures; enclose any mall; add to, alter or remove partially or wholly any structure or structures used to enclose any plaza area; change the identity and type of stores and tenancies and the dimensions thereof; change the name of the Shopping Center in which the Premises are located; change the address or designation of the Premises; provide subterranean and multiple level parking decks; convert common areas into leasable areas; change the means of access to and egress from the Shopping Center, and expand or reduce the size of the Shopping Center; provided, however, that no such changes shall: (i) deny or materially interfere with the Tenant's use of the Premises; (ii) reduce the Leasable Space of the Premises; (iii) materially reduce the parking spaces available for us by Tenant and its invitees; or (iv) deny or materially interfere with the reasonable visibility of, ingress to, or egress from the Premises. Notwithstanding anything contained in this Lease, nothing in this Lease is or is intended to (i) waive any requirement or provision of applicable law, policy, regulation, or similar requirement, and specifically, but without limitation, this is not a waiver of any local zoning ordinances; or (ii) be an approval of any site plan modifications or other changes to the Shopping Center by Landlord. Landlord must comply with all applicable law in making any modifications to the Shopping Center or Premises.

Right of Entry: Quiet Enjoyment; Access by Landlord. Landlord covenants and to deliver quiet possession of the Premises to the Tenant on the Commencement Date. Landlord further covenants to provide quiet enjoyment of the Premises to the Tenant during the Term, and any renewals or extensions thereof. Landlord, and its employees, agents and contractors, shall only have the right to enter and pass through any part of the Premises (i) during normal business hours, (ii) at such other reasonable times as determined by the Tenant, or (iii) when accompanied by an employee of Tenant, in each event, in a manner designed to minimize disruption to the Tenant's business operations.

SECTION 7 Nuisance, Waste, Hazardous Materials, Rules and Regulations

Nuisance: Tenant shall not perform any acts or carry on any practices which may injure the building of which the Premises are a part, violate any certificate of occupancy affecting same, constitute a public or private nuisance or a menace to other tenants in the Shopping Center, produce undue noise, create obnoxious fumes or odors or otherwise cause unreasonable interference with other tenants of the Shopping Center.

Waste, Etc.: Tenant agrees not to: (a) permit any unlawful practice to be carried on or committed on the Premises; (b) make any use of or allow the Premises to be used for any purpose that might invalidate or increase the rates of insurance therefore; (c) keep or use or permit to be kept or used on the Premises any inflammable fluids or explosives without the written permission of the Landlord first had and obtained; (d) use the Premises for any purpose whatsoever which might create a nuisance or injure the reputation of the Premises or of the Shopping Center; (e) deface or injure the Premises or the Shopping Center; (f) overload the floors; (g) sell or consume or allow the sale or consumption of alcoholic beverages on the Premises, unless the same is included in the Permitted Uses and appropriate licenses and insurance coverage has been secured; or (h) commit or suffer any waste in or about the Premises.

Environmental Compliance: Compliance with Health, Safety, Public Welfare and Environmental Laws. Landlord covenants and agrees to comply, at Landlord's expense, with the provisions of federal, Commonwealth and local laws, rules and regulations pertaining to health, safety, public welfare, and environmental protection, including laws and regulations pertaining to asbestos, lead paint, radon, petroleum product storage tanks, and freon, regardless of the effective date of the law or regulation. This subsection shall not apply if the necessity for compliance with these laws arises from a negligent or willful act of the Tenant or its employees and the Tenant is liable for such act under the Virginia Tort Claims Act.

Rules and Regulations: Except as otherwise set forth in this Lease, Tenant covenants and agrees with Landlord that:
(a) All loading and unloading of goods shall be done only at such times, in the areas and through the

entrances designated for such purposes by Landlord.

(b) The delivery or shipping of merchandise, supplies, furnishings and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises and the Shopping Center.

(c) All garbage and refuse shall be kept in the kind of container specified by Landlord and shall be placed outside of the Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of all of Tenant's refuse or rubbish.

(d) No aerial or any other device or structure including but not limited to T.V., disc, etc. shall be erected on the roof or exterior walls of the Premises, or on the Shopping Center, without in each instance, the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.

(e) Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

(f) The areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.

(g) Tenant and Tenant's employees shall park their cars only in those portions of the parking areas designated for that purpose by Landlord. Tenant shall from time to time furnish Landlord with state automobile license numbers assigned to Tenant's car or cars, and cars of Tenant's employees.

(h) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be disposed of therein. (i) Tenant shall not burn any trash or garbage of any kind in or about the Premises or the Shopping Center. Tenant shall sweep the sidewalk in front of the store and keep the windows and sills clean.

(l) Tenant shall keep the signs, exterior lights and display window lights on the Premises lighted each and every day of the Term during the hours designated by Landlord.

(j) Tenant shall not use or allow the Premises to be used for any unlawful purpose, including, but not limited to, the unlawful or improper use, possession, sale or distribution of any illegal drugs or controlled substances as prohibited by federal, state or local law.

The term "Landlord" as used in (a) through (j) above shall be deemed to include Landlord's Managing Agent.

Landlord reserves the right to adopt additional reasonable rules and regulations in respect to the conduct of Tenant's activities in the Premises and the Shopping Center, which upon adoption shall be deemed incorporated herein, provided that Tenant is given notice thereof and such do not materially interfere with Tenant's use of the Premises, Common Areas and parking.

SECTION 8 Compliance with Law, Liens

Compliance with Law and Contracts: Tenant shall, at its expense, comply with and shall cause the Premises and Tenant's employees to comply with all governmental statutes, laws, rules, orders, regulations and ordinances including environmental laws and regulations affecting the Premises or any part thereof, or the use thereof, at any time during the Term. Tenant shall, at its expense, comply with the requirements of all Tenant's policies of insurance which at any time may be in force with respect to the Premises.

Title and Covenant Against Liens: The Landlord's title is and always shall be paramount to the title of the Tenant and nothing in this Lease shall empower the Tenant to do any act which can, shall or may encumber the title of the Landlord. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Shopping Center or the Premises or against the Tenant's leasehold interest in the Premises

SECTION 9 Maintenance and Repair of Premises

Maintenance, Repairs and Replacement: (a) Maintenance, Repairs and Replacement. It shall be the sole responsibility and obligation of Landlord to properly maintain, repair, and replace all the structural portions of the Premises, including but not limited to the following:
 Exterior, roof, walls, sidewalks, canopies, etc.
 Windows
 Repairs necessitated by structural failure
 Fire Suppression Systems, Smoke and Carbon Monoxide Detectors, if any
 Plumbing (except for those fixtures that are readily accessible)
 Electrical System
 HVAC Equipment, unless otherwise provided below
 Common Areas

and to keep them in good repair, good working order, and in a good and safe condition, and to perform any required repairs, replacement and routine maintenance, all at the Landlord's sole expense during the Term and any renewal or extension thereof. Maintenance of the Common Areas shall be the sole responsibility and obligation of the Landlord and shall include, but not be limited to the following: lighting, repairing, paving, striping, cleaning, and snow removal.

The Tenant shall be responsible for the following only (except that nothing herein relieves the Landlord from any of the Up-fit requirements):

- Plumbing fixtures that are readily accessible such as toilet and sink
- Interior Painting
- Floor Covering
- Room Finish
- Glass Breakage, excluding natural disaster or act of nature
- Fixtures
- Security, unless otherwise provided in Section 5.08
- Water Cooler
- Doors and locks

Landlord shall not be obligated to make any repairs to the Premises that are occasioned by, or result from, the negligent or willful acts of the Tenant, or its agents, employees, or contractors, except with respect to those repairs covered by the insurance required by Section 3. It is agreed that any required or necessary repairs or replacement work on the nonstructural portions of the Premises that are (i) caused or necessitated by Landlord's willful or negligent conduct or that of Landlord's agents, employees, or contractors, (ii) caused or necessitated by structural failure or faults, or by a leak in, collapse of, or other break in the roof or its membrane that results or may result in water or other damage, (iii) covered by insurance required by Section 3, or (iv) the result of Landlord's failure to repair and maintain the structural portions of the Premises as provided in this Lease, shall be the sole responsibility of Landlord or Landlord's insurance carrier, and that the work and all costs of such work shall be carried out and born solely by Landlord or its insurance carrier.

HVAC Equipment. The Tenant shall provide routine HVAC maintenance such as filter replacement. However, all repair and replacement expenses repair, and replacement expenses including materials and labor shall be paid by Landlord incurred by the Landlord. The Tenant and Landlord agree that if, in the reasonable opinion of the Tenant, the HVAC Equipment is subject to frequent malfunction such as to constitute a recurrent problem, such HVAC Equipment shall be replaced by Landlord. The Tenant shall have no obligation to reimburse Landlord for any repair or replacement necessitated or caused by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, or other acts of nature or casualty loss, or which is covered by insurance required by Section 3.

Landlord agrees to take all action that may be necessary or prudent to enforce compliance with all warranties applicable to the HVAC Equipment, whether express or implied, and, to the extent warranties are applicable, the Tenant shall be entitled to enjoy the benefits thereof and shall not be required to repair or bear any costs for repairs properly covered by warranty. It is further agreed that the Tenant's HVAC Equipment maintenance obligations shall not extend beyond the boundaries of its Premises, except for HVAC Equipment that directly serves the Premises and that may be located on the roof or on the exterior of the Premises, and that maintenance of electrical service lines and meters, water and sewer service lines and meters, other plumbing, and underground oil storage tanks, outside the boundaries of the Premises or below the structural floor or beneath the parking lot, shall be Landlord's sole responsibility.

SECTION 10 Common Areas and Charges

**Control of
Common
Areas:**

All automobile parking areas, entrances and exits thereto, and other facilities furnished by Landlord from time to time in or near the Shopping Center, including employee and customer parking areas, mall areas, the truck way or ways, loading docks, package pick-up stations, Shopping Center signs, pedestrian sidewalks and ramps, landscaped areas, exterior and interior stairways, facades, canopies, hallways, display and exhibit areas and other areas and improvements provided by Landlord for general use, in common, by tenants of the Shopping Center, their officers, agents, employees and customers shall at all times be subject to the exclusive control and management of Landlord or its designees, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Section. All facilities and areas, including but not limited to the foundations, concrete floors, exterior walls, and roofs of all buildings within the Shopping Center and all ducts, conduits and similar items, heating, ventilating, air conditioning, plumbing, security and fire detection and protection systems and storm, sanitary drainage and other utility systems not installed by or exclusively serving a single tenant of the Shopping Center, are hereinafter collectively called the "Common Areas." Landlord or its designees shall have the right: to construct, maintain and operate lighting and parking facilities on all Common Areas; to police the same; from time to time to change or reduce the area, level, location, size and arrangement of parking areas and other facilities hereinafter referred to; to restrict parking by tenants, their officers, agents and employees to employee parking areas; to close all or any portion of said areas or facilities to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein to close temporarily all or any portion of the parking areas or facilities; to erect improvements or buildings on such parking areas for lease or sale purposes and other common areas and to lease area improvements; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants of the Shopping Center, their officers, agents, employees and customers; provided that no such changes

shall (i) deny or materially interfere with the Tenant's use of the Premises; (ii) reduce the Leasable Space of the Premises; (iii) materially reduce the parking spaces available for us by Tenant and its invitees; or (iv) deny or materially adversely interfere with the reasonable visibility of, ingress to or egress from the Premises. Notwithstanding the foregoing, if the Tenant in its reasonable judgment does not have adequate ingress and egress to the Premises and suitable and adequate parking for the public, customers and employees, including handicapped access and parking, then the Tenant may either terminate this Lease immediately or obtain a fair and suitable abatement in the amount of Rent due under this Lease which reflects such diminished value of the Premises to the Tenant.

Notwithstanding any provision to the contrary contained herein, upon reasonable notice to Landlord the Tenant will be provided access to the parking lot on the side of the Premises (which lot is usually roped off and closed to others).

Maintenance Charges:

Tenant shall not be assessed fees for Common Area Maintenance. Landlord, at Landlord's sole expense, agrees to maintain in a good, clean, and safe condition, all Common Areas. Where additional walkways and/or parking areas are constructed in the future, they shall be served by lighting comparable to that already constructed in the Shopping Center. No buildings shall be constructed in areas set aside for parking without the written consent of the Tenant, which consent shall not be unreasonably withheld or delayed. It is understood that convenient parking and access for customers to the Premises, and good visibility are of prime importance to the Tenant. The total area set aside for parking shall not be diminished from that in existence at the date of this Lease and shall also comply with all applicable zoning ordinances.

SECTION 11 Fixtures, Signs and Alterations

Fixtures:

All readily moveable furnishings, fixtures and equipment owned and used by Tenant in the Premises shall at all times during the Term be and remain the property of the Tenant without regard to the means by which they are installed in or attached to the Premises. Upon expiration or termination of this Lease, Tenant shall remove all such furnishing, fixtures, and equipment and restore the Premises as provided in Section 18, provided that Tenant shall not remove any equipment, conduits, and fixtures providing water, plumbing, electrical, heating, ventilation, air conditioning, lighting and sewer service to the Premises, all of which, together with any other furnishing, fixtures and equipment not removed by Tenant as provided above, shall become the property of Landlord upon expiration of the Term or termination of Tenant's right to possession of the Premises pursuant to Section 16 and shall be conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale without any payment or credit by Landlord to Tenant.

Signs:

Tenant shall have the right to place signs and advertisements on the exterior and interior of the Premises and the Shopping Center in the locations and subject to the requirements of applicable law. Tenant may erect a sign consistent with the conditions set forth in Exhibit C, and Tenant may erect other signs \ provided that the size, style and appearance of all exterior signs and all interior signs visible from the exterior of the Premises shall be subject to the reasonable approval of Landlord or Managing Agent which shall not be withheld or delayed, and shall be in compliance with applicable law.

Alterations:

Security Systems and Devices. It is understood and agreed that the Tenant may choose to install or have installed in the Premises an electronic security and alarm system, and other security devices. The Tenant may provide any security and patrol services as it deems appropriate. It is understood that all security systems or services installed or provided by the Tenant shall be at its sole expense. All electronic security devices, alarms, or security equipment installed shall remain the property of the Tenant, and may be removed from the Premises at the termination of this Lease. All damage caused by the removal of this security system, other than nominal damage, shall be repaired by and at the sole expense of the Tenant.

Tenant, at its sole cost and expense, may make alterations and additions to the Premises during the Term as the Tenant deems proper. The Tenant, however, shall not make any structural alterations of the roof, foundation, or exterior walls without the prior written consent of Landlord, unless otherwise permitted pursuant to this Lease. The Tenant, at its sole cost and expense, may install fixtures, partitions and make such other improvements as the Tenant may deem proper, and the title and ownership of materials used in such alterations and additions, and all fixtures, partitions, and other improvements made and/or installed by the Tenant shall remain in the Tenant. Upon termination of this Lease, the Tenant may, at its option, remove the fixtures, partitions and other improvements made under this Section, in which event any damage to the Premises caused by removal, other than nominal damage (such as screw holes, bracket marks, etc.) shall be repaired by the Tenant at its expense. If the Tenant elects not to remove the improvements, it shall have no further responsibility for them or their removal.

When prior written consent of Landlord is required, such consent shall not be unreasonably withheld; provided that Tenant may make in a first-class manner such interior additions, improvements and changes in the Premises as Tenant may deem necessary or desirable in connection with operation of its retail store in the Premises so long as such alterations, additions, improvements and changes do not interfere with or otherwise affect any heating, ventilating, air conditioning, plumbing, security, fire detection and protection or utility systems except those installed by Tenant or exclusively serving the Premises. All such permitted alterations, additions, improvements and changes in the Premises shall be at Tenant's and comply with all insurance requirements and with applicable governmental laws, statutes, ordinances, rules and regulations.

Loss and Damage to

Landlord shall not be liable for any damage to property of Tenant or of others located on the Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise except if caused by

Tenant's Property: Landlord's negligence or willful misconduct. All property of Tenant kept or stored on the Premises shall be so kept or stored by the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or negligence of the Landlord.

SECTION 12 Condemnation

Landlord to Give Notice of Taking: Landlord to Give Notice of Taking. Landlord shall give notice to the Tenant of any discussions, offers, negotiations or proceedings, with any party, regarding condemnation or taking of any portion of the Premises or the Shopping Center within five (5) days of Landlord's becoming aware of such condemnation or taking.

Taking of All or Part of the Premises: Taking of All or Part of Premises. In the event that all or any portion of the Premises is taken by eminent domain, or sold to the holder of such power pursuant to a threatened taking, this Lease may terminate, at the option of the Tenant, effective as of the date of the taking. The date of taking will be earlier of (i) the date on which title vests in the condemning entity or (ii) the date on which the condemning entity takes possession of the portion or all of the Premises. In the event of a taking, the Tenant assigns to Landlord any rights that the Tenant may have in and to any portion of a condemnation award, but such an assignment shall exclude any portion that may be due for, or attributed to, the Tenant's fixtures, moving expenses and allowances.

Taking of All or a Portion of Shopping Center: Taking of All or Portion of Shopping Center. In the event that any portion of the Shopping Center (excluding the Premises but including Common Areas), shall be taken by the exercise of the power of eminent domain, or sold to the holder of such power pursuant to a threatened taking and if, in the reasonable opinion of the Tenant, the accessibility, visibility, or store operations will be materially adversely affected by such taking, then this Lease may be terminated by giving written notice within ninety (90) days from the date of such taking. In such event, termination shall be effective sixty (60) days following the giving of such notice. The date of taking shall be as specified in the preceding paragraph. If a partial taking occurs and this Lease is not terminated, then Landlord agrees to repair and restore the remaining portions of the Shopping Center, including Common Areas, as closely and quickly to their original condition and state of repair as reasonably possible. There shall be a fair and suitable abatement of rents due under this Lease that reflects such diminished value of the Premises to the Tenant. In addition, the Tenant hereby assigns to Landlord any rights that the Tenant may have in and to any portion of such condemnation award, excluding any portion that may be due for, or attributed to, the Tenant's fixtures, moving expenses, or other expenses related to the taking.

Taking in Last Year of Term: Taking in Last Year of Term. Notwithstanding this Article VII, if a taking, excluding the Premises, occurs in the last year of the Term or of any Renewal Term, Landlord may elect in writing not to repair. If the Landlord so elects or otherwise fails to repair, and the Tenant, in its reasonable opinion, does not have adequate ingress and egress to the Premises and suitable and adequate parking for customers and employees, then the Tenant may either terminate this Lease immediately or obtain a fair and suitable abatement in the amount of Rent due under this Lease which reflects such diminished value of the Premises to the Tenant.

Temporary Taking of Portion of Shopping Center: Temporary Taking of Portion of Shopping Center. In the event of a temporary taking of any portion of the Shopping Center, excluding the Premises, this Lease shall remain in full effect, unless there is a substantial loss of use of Common Areas, in which case there shall be a suitable abatement in Rent

SECTION 13 Insurance

Insurance to be Provided by Tenant: Tenant shall maintain throughout the Term, at its expense, should it desire, casualty insurance against loss or damage by fire and other risks from time to time included under "extended coverage" policies with endorsements for vandalism and malicious mischief, for all Tenant improvements, furniture, trade fixtures, equipment, merchandise and all other items of Tenant's property on the Premises..

SECTION 14 Damage or Destruction

Destruction of Premises: Casualty. If the Premises are damaged by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, other acts of nature or casualty loss, or by a cause or occurrence that is covered by insurance required by Section 3 and, in the reasonable opinion of the Tenant, the Premises are thereby rendered untenable or unusable for the Tenant's purposes, this Lease shall immediately terminate at the option of the Tenant upon written notice to Landlord. The Tenant agrees not to exercise this option until twenty-one (21) days after the initial date of occurrence to allow Landlord the opportunity to present a written plan of action and a restoration schedule, and to submit written assurances that complete restoration will be made within a reasonable time. Furthermore, there shall be an abatement of monthly Base Rent and other payments otherwise due to the Landlord under the terms of this Lease, for the period during which the Premises are rendered untenable or unusable for the Tenant's purposes. If the Premises are damaged by fire or otherwise, but in the reasonable opinion of the Tenant are not rendered untenable or unusable, upon being notified so to do by the Tenant or its duly authorized agent, Landlord shall repair and restore the Premises as promptly as possible, to their former condition, in which event there shall be a proportionate abatement of monthly Base Rent and other payments otherwise due to Landlord under the terms of this Lease, for the period during which the said repairs and restoration are being completed, for that portion of the Premises not substantially usable by the Tenant during such

period.

SECTION 15 Assignment, Subletting and Encumbrance

Assignment and Subletting: Assignment. In the event that Landlord sells the Premises or Shopping Center or assigns its interest as landlord to a third party, Landlord shall provide immediate written notice thereof to the Tenant. The Tenant may not assign this Lease, or sublet the Premises, without the written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Any change in the status of the Tenant that is authorized by the General Assembly of the Commonwealth shall not be deemed an assignment of this Lease. In the event the Tenant should desire to assign this Lease or sublet the Premises for purposes other than a Permitted Use, then Landlord may reasonably withhold its consent to an assignment or sublease of the Premises if the business or activity of the assignee or subtenant would be in substantial conflict and competition with any retail business use of any then-existing tenant in the Shopping Center, or if such use would cause Landlord to be in violation of any lease covenant it may have with any other tenant in the Shopping Center.

Encumbrance: Neither this Lease nor the Term shall be mortgaged, pledged or encumbered by Tenant, nor shall Tenant mortgage, pledge or encumber the interest of Tenant in and to any sublease of the Premises or the rental payable thereunder, without the prior written consent of Landlord, which consent may be granted or withheld in the sole discretion of Landlord, and Tenant shall not allow or permit any transfer of this Lease or any interest hereunder by operation of law excepted as set forth above. Any such mortgage, pledge, encumbrance, sublease, assignment or transfer made in violation of this Section shall be void.

SECTION 16 Default and Termination

Events of Default If either party shall breach any provision of this Lease, the non-breaching party shall give written notice thereof to the breaching party. The breaching party shall have thirty (30) days from the effective date of the notice to cure the breach (except for non-payment of Base Rent by Tenant which only allows for ten (10) days from the effective date of the notice to cure the breach) and, if not so cured, the nonbreaching party may, at its option, exercise such rights as may exist at law or in equity, except that Landlord shall not take possession of the Premises by any self-help remedy. Notice as herein set out shall be required with respect to any other remedy sought by Landlord arising out of non-payment by the Tenant of any amount due to Landlord. This provision shall not be construed as imposing any additional obligations on the non-breaching party to the extent that this Lease permits the non-breaching party to take certain actions as a result of a breach by the breaching party.

Notwithstanding the foregoing, Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations under this Lease or otherwise breaches the terms of this Lease and such failure or breach continues for a period of thirty (30) days after written notice thereof from the Tenant, unless curative action is not reasonably capable of being performed within such thirty (30) days in which event Landlord shall have up to thirty (30) additional days to complete the curative action so long as Landlord is diligently and continuously pursuing curative action to completion. If Landlord remains in default after the expiration of all applicable notice and cure periods, the Tenant may (i) terminate this Lease by written notice to Landlord, or (ii) undertake to cure the default, deducting the reasonable cost thereof from any amounts due under this Lease or collect such amounts in any other manner allowed in law or equity.

Tenant Right to Terminate: Tenant Right to Terminate. Notwithstanding anything to the contrary, if any of the covenants, representations, or warranties of Landlord contained in Section 4 shall have been or becomes untrue, Tenant may immediately declare this Lease null and void and of no force and effect as of the date such representation, warranty, or covenant becomes untrue, if Landlord does not fully cure such untrue representation, warranty, or covenant within thirty (30) days after written notice thereof is given by Tenant to Landlord. In such event, no Base Rent or additional rent or any other amounts shall accrue or be deemed to have accrued for the Term, Renewal Term, or any part thereof, as of the date this Lease has been declared null and void, and Landlord shall promptly remit to Tenant any rent or other amounts received by Landlord from and after such date.

Termination at End of Term: Termination at End of Term.

(a) Unless otherwise terminated as provided herein, this Lease shall terminate at the end of the Term, except in cases of a holdover by Tenant. Should Landlord desire to terminate the Lease at the end of the Term or any renewal term hereof and not allow for holdover by Tenant, 6 months advance notice shall be required to be given by Landlord to Tenant. Unless and until such notice is given by either party, this Lease shall automatically renew and continue in force from month to month at the same monthly rental which was payable during the last or prior month of this Lease, or any renewal or extension thereof, and subject to all the terms, conditions and covenants herein contained, except that termination after such automatic renewal shall be upon thirty (30) days prior written notice and shall be effective only at the end of a calendar month.

(b) If the Tenant shall holdover upon the conclusion of the Term, or any renewal or extension term, following receipt of written notice to terminate, such holdover shall be deemed a tenancy from month-to-month upon the same Base Rent and other terms and conditions as existed immediately prior to the commencement of the holdover. Landlord shall have the right to regain

possession of the Premises in any manner provided by law, exclusive of self-help remedies.

(c) On or before the last day of this Lease, Landlord shall inspect the Premise with an employee of the Tenant. Unless the Landlord has notified the Tenant of any repair deficiency by certified mail within three (3) days following the termination of this Lease, the Tenant's HVAC Equipment repair and reimbursement obligations shall be deemed to have terminated, and the failure to give such notice shall be conclusive evidence thereof.

(d) At the termination of this Lease, the Tenant will peaceably deliver the Premises in as good condition as when they were formally accepted, nominal damage and normal wear and tear excepted, and subject to any agreement by Landlord to make repairs and restoration as otherwise provided in this Lease.

(e) Once notice of termination has been properly given by either party to this Lease, Landlord shall have the right to placard the Premises for rent in one conspicuous place and may show the Premises to any person desiring to rent the same during the business hours maintained by the Tenant for the Premises, provided that a showing shall not disturb the Tenant's business operations, and only at such other times as the Tenant may permit.

Event of Bankruptcy Defined:

An "Event of Bankruptcy" means the filing of a voluntary petition by Tenant, or the entry of an order for relief against Tenant, under Chapter 7, 11, or 13 of the Bankruptcy Code (or the conversion to a Chapter 11 or 13 proceeding of a proceeding that is filed by or against Tenant under any other chapter of the Bankruptcy Code). The parties hereto agree that the following provisions of this section are and shall be deemed to be commercially reasonable.

Assumption of Lease:

If an Event of Bankruptcy occurs, the trustee of Tenant's bankruptcy estate, or Tenant as debtor-in-possession, may assume the Lease, and may subsequently assign the Lease, only if it: (i) files a timely motion to assume in the appropriate court; (ii) cures all monetary defaults within 10 days of date of assumption and nonmonetary defaults within 60 days; (iii) compensates Landlord for all pecuniary losses as a result of the default of the Tenant, trustee, or debtor-in-possession; (iv) provides Landlord with Adequate Assurance of Future Performance as defined herein within 60 days after the date of the filing of the voluntary petition, the entry of the order for relief or the date of conversion (or such additional time as a court of competent jurisdiction may grant, for cause, upon a motion made within the original 60-day period); and (v) delivers to Landlord a written statement that the conditions described herein have been satisfied.

Adequate Assurance:

(a) For purposes only of Assumption of Lease above and in addition to any other requirements under the Bankruptcy Code, any future federal bankruptcy law and applicable case law, "Adequate Assurance" means at least entering an order segregating sufficient cash to pay Landlord as described above, and granting Landlord a valid first lien and security interest, in a form acceptable to Landlord, in Tenant's property or bankruptcy estate in order to secure the trustee's or debtor-in-possession's obligations to cure the defaults as described herein.

(b) Adequate Assurance of Future Performance - For purposes only of Assumption of the Lease provisions above, and in addition to any other requirements under the Bankruptcy Code, any future federal bankruptcy law and applicable case law, "Adequate Assurance of Future Performance" means at least: (i) the trustee or debtor-in-possession depositing with Landlord, as security for the timely payment of rent and other monetary obligations, an amount equal to the sum of two (2) months' Base Rent and one-sixth (1/6) of Tenant's annual obligation under the Lease for the immediately preceding twelve (12) months for Real Estate Tax payments; (ii) the trustee or the debtor-in-possession providing adequate assurance of the source of the rent and other consideration due under the Lease; and (iii) Tenant's bankrupt estate and the trustee or debtor-in-possession providing adequate assurance that the bankrupt estate (and any successor after the conclusion of the Tenant's bankruptcy proceedings) will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the bankruptcy estate (and any successor after the conclusion of the Tenant's bankruptcy proceedings) will have sufficient funds to fulfill tenant's obligations under the Lease and to keep the Premises stocked with merchandise and properly staffed with sufficient employees to conduct a fully-operational, actively promoted business on the Premises, and as set forth in the Lease.

Assignment of Lease after Event of Bankruptcy:

(a) General - If the trustee or the debtor-in-possession assumes the Lease under Assumption of Lease above and applicable bankruptcy law, it may assign its interest in this Lease only if the proposed assignee first provides Landlord with Adequate Assurance of Future Performance of Assignee (see subparagraph (b) below) of all of Tenant's obligations under the Lease and if Landlord determines, in the exercise of its reasonable business judgment, that the assignment of the Lease will not (i) breach any other lease, mortgage, financing agreement, or other agreement relating to the Shopping Center by which Landlord is bound (and Landlord is not required to obtain consents or waivers from any third party required under any lease, mortgage, financing agreement, or other agreement by which Landlord is bound); or (ii) disrupt the tenant mix of the Shopping Center or any other attempt by Landlord to provide a specific variety of retail stores therein that, in Landlord's reasonable business judgment, would be most beneficial to all of the tenants of the Shopping Center and would enhance its image, reputation, and profitability.

(b) Adequate Assurance of Future Performance of Assignee - For purposes only of subparagraph (a) above, and in addition to any other requirements under the Bankruptcy Code, any future federal

bankruptcy law and applicable case law, "Adequate Assurance of Future Performance of Assignee" means at least the satisfaction of the following conditions: (i) the proposed assignee submitting a current financial statement, audited by a certified public accountant, that shows a net worth and working capital in amounts determined in the reasonable business judgment of Landlord to be sufficient to assure the future performance by the assignee of Tenant's obligation under the Lease; (ii) if requested by Landlord in the exercise of its reasonable business judgment, the proposed assignee obtaining a guarantee (in form and substance satisfactory to Landlord) from one or more persons who satisfy Landlord's standards of credit worthiness; and (iii) the proposed assignee submitting written evidence, satisfactory to Landlord in the exercise of its reasonable business judgment, of substantial retailing experience in shopping centers of comparable size to the Shopping Center and in the sale of merchandise and services permitted under the Lease.

**Rights
Cumulative
Non-Waiver:**

No right or remedy herein conferred upon or reserved to Landlord or Tenant is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now and hereafter existing at law or in equity or by statute. The failure of Landlord or Tenant to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or relinquishment thereof for the future. The receipt by Landlord of any rent, additional rent or any other sum payable hereunder with knowledge of the breach of any covenant or agreement contained in this Lease shall not be deemed a waiver of such breach, and no waiver of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord or Tenant. In addition to other remedies provided in this Lease, Landlord or Tenant shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of this Lease, or to any other remedy allowed to Landlord or Tenant at law or in equity.

**Legal
Expenses:**

In the event a party shall be in default in the performance of any of its obligations under this Lease, or with the passage of time or the giving of notice would be in default, and an action shall be brought for the enforcement thereof in which it shall be finally and with no further appeal determined that such party was in default, then the defaulting party shall pay to the other party all attorney's fees and litigation expense incurred or paid by such other party in connection therewith.

**Landlord's
Right to Cure:**

A party may, but shall not be obligated to, cure any default by the other party after complying with the notice provisions herein set forth (but such notice provisions shall not apply in the case of an emergency causing imminent danger to real or personal property or persons), and whenever the non-defaulting party so elects, all costs and expenses paid or incurred by the non-defaulting party in curing such default, including without limitation reasonable attorney's fees, shall be paid by the defaulting party to the non-defaulting party. In the case of a Tenant default such amounts are considered as additional rent due. In the case of a Landlord default, Tenant may either deduct such amounts from rent or other amounts owed to Landlord under this Lease or may demand payment therefor from Landlord.

**Default by
Landlord:**

See section 16.

**Mitigation of
Damages**

(a) Commercially Reasonable Efforts. Both Landlord and Tenant shall each use commercially reasonable efforts to mitigate any damages resulting from a default of the other party under this Lease.

(b) Criteria for Substitute Tenant. Landlord's obligation to mitigate damages after a default by Tenant under this Lease that results in Landlord regaining possession of all or part of the Premises shall be satisfied in full if Landlord undertakes to lease the Premises to another tenant (a "Substitute Tenant") in accordance with the following criteria: (i) Landlord shall have no obligation to entertain negotiations with any other prospective tenants for the Premises until Landlord obtains full and complete possession of the Premises including, without limitation, the final and unappealable legal right to re-let the Premises free of any claim of Tenant; (ii) Landlord shall not be obligated to offer the Premises to any prospective tenant when other premises in the Shopping Center suitable for that prospective tenant's use are currently available, or will be available within the next six months; (iii) Landlord shall not be obligated to lease the Premises to a Substitute Tenant for a rental less than the current fair market rental then prevailing for similar retail space in comparable shopping centers in the same market area as the Shopping Center; (iv) Landlord shall not be obligated to enter into a new lease under terms and conditions that are unacceptable to Landlord under Landlord's then current leasing policies for comparable space in the Shopping Center; (v) Landlord shall not be obligated to enter into a lease with any proposed Substitute Tenant that does not have, in Landlord's reasonable opinion, sufficient financial resources or operating experience to operate the Premises in a first-class manner; (vi) Landlord shall not be required to expend any amount of money to specially advertise, alter, remodel, or otherwise make the Premises suitable for use by a Substitute Tenant unless Tenant pays any such sum to Landlord in advance of such actions (which payment shall not be in lieu of any damages or other sums to which Landlord may be entitled to as a result of Tenant's default under this Lease); or Landlord, in Landlord's sole discretion, determines that any such expenditure is financially justified in connection with entering into any lease with such Substitute Tenant; (vii) Landlord shall not be obligated to enter into a lease with any substitute Tenant whose use would: (a) disrupt the tenant mix or balance of the Shopping Center; (b) violate any restriction, covenant or requirement contained in the lease of another tenant of the Shopping Center; (c) adversely affect the reputation of the Shopping Center; or (d) be incompatible with the operation of the Shopping Center as a first-class shopping center.

(c) Mitigation Obligation Deemed Satisfied. Upon compliance with the above criteria regarding the reletting of the Premises after a default by Tenant, Landlord shall be deemed to have fully satisfied

Landlord's obligation to mitigate damages under this Lease and under any law or judicial ruling in effect on the date of this Lease or at the time of Tenant's default; and Tenant waives and releases, to the fullest extent legally permissible, any right to assert in any action by Landlord to enforce the terms of this Lease, any defense, counterclaim, or rights of setoff or recoupment respecting the mitigation of damages by Landlord, unless and to the extent Landlord maliciously or in bad faith fails to act in accordance with the requirements of this clause.

(d) Tenant's Mitigation Responsibility. Tenant's right to seek damages from Landlord as a result of a default by Landlord, if allowed under this Lease, shall be conditioned on Tenant taking actions reasonably required, under the circumstances, to minimize any loss or damage to Tenant's property or business, or to any of Tenant's officers, employees, agents, invitees or other third parties that may be caused by any such default of Landlord.

SECTION 17 Estoppel Certificates, Subordination, Mortgagee Protection

Estoppel Certificate:

Subordination and Attornment. The Tenant covenants and agrees to subordinate its rights under this Lease to all first mortgages encumbering the Premises substantially in the form of Exhibit F, with any modifications thereof being subject to approval of the Tenant and Fluvanna County Attorney.

Report of Occupancy. The Tenant shall, within fifteen (15) days after receipt of a written request by the Landlord, submit to the Landlord and/or its designee(s) a completed report of occupancy in the form of the attached Exhibit G ("Report of Occupancy") at no cost to Landlord. The issuance of a Report of Occupancy, or any errors or omissions in such report:

- (i) shall not operate as an estoppel against either the Tenant;
- (ii) shall not form or provide any basis for liability against the Tenant; and
- (iii) shall not operate as a waiver of any rights or defenses that may be available to the Tenant either at that time or in the future.

SECTION 18 Surrender and Holdover

Surrender:

Upon the expiration or earlier termination of this Lease, Tenant shall peaceably leave and surrender the Premises to Landlord broom-clean and otherwise in the condition in which the Premises are required to be maintained by the terms of this Lease. Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes, and vaults, if any, in the Premises. Tenant shall, at its expense, remove from the Premises on or prior to such expiration or earlier termination all furnishings, fixtures and equipment situated thereon (including all exterior and interior signs) which are not the property of Landlord as provided in Section 11, and Tenant shall, at its expense, on or prior to such expiration or earlier termination, repair any damage caused by such removal. Any property not so removed shall become the property of Landlord.

Holdover:

See Section 16.

SECTION 19 Security Deposit

Security Deposit:

The Security Deposit, if any, specified in Section 1 shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease on the Part of Tenant to be observed and performed, and Landlord shall have no liability to pay interest thereon unless required by law nor shall Landlord be required to keep the Security Deposit separate from its general funds. Landlord's obligations with respect to the Security Deposit are those of a debtor and not a trustee. If any rent or additional rent herein reserved or any other sums payable by Tenant hereunder shall be overdue and unpaid or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, and without prejudice to any other remedy which Landlord may have on account thereof, apply the Security Deposit or so much thereof as may be necessary to compensate Landlord toward the payment of the rents or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of Tenant; and in such event Tenant shall forthwith upon demand restore the Security Deposit to its original amount, and the sum required to so restore the Security Deposit shall be additional rent hereunder. In the event Tenant shall have fully and faithfully complied with all of the terms, covenants and conditions of this Lease, the Security Deposit shall be returned in full to Tenant within thirty days following the end of the Term or earlier termination of this Lease. In the event that any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against Tenant or its successors or assigns, Landlord may apply the Security Deposit first to the payment of any rent, additional rent and other amounts due Landlord hereunder, and the balance, if any, of the Security Deposit may be retained by Landlord in partial liquidation of Landlord's damages. Landlord may deliver the Security Deposit to the purchaser of Landlord's interest in the Premises, in the event that such interest is sold, and Landlord shall thereupon be discharged from any further liability with respect to the Security Deposit. Any interest earned on the Security Deposit shall belong to Landlord.

SECTION 20 Intentionally Omitted

SECTION 21 General Provisions

- Successors:** Subject to Section 15, all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- No Option:** The submission of this Lease for examination does not constitute an offer to enter into a lease, and this Lease shall become effective only upon execution and delivery hereof by Landlord and Tenant.
- No Joint Venture:** The relationship of the parties is that of Landlord and Tenant only, and nothing in this Lease shall be construed as creating a partnership, joint venture, principal-agent or any other relationship. Except as expressly otherwise provided herein, neither party shall have any right or power to create any expense or liability chargeable to the other party.
- Broker:** Tenant represents and warrants to Landlord that Tenant has not dealt with any broker or finder entitled to any commission, fee or other compensation by reason of the execution of this Lease except the Broker, if any, specified in Section 1.. Landlord will satisfy any obligation to Broker in respect to this Lease.
- Headings and Captions:** The headings and captions contained in this Lease are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Lease.
- Use of Pronoun, Joint and Several Liability:** The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. If there be more than one Tenant, the liability of all such parties for compliance with and performance of the terms and covenants of this Lease shall be joint and several.
- Partial Invalidity:** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- Survival:** Any provision of this Lease which obligates the Landlord or the Tenant to pay an amount or perform an obligation before the commencement of the Term or after the expiration of the Term shall be binding and enforceable notwithstanding that payment or performance is not within the Term, and the same shall survive.
- Accord and Satisfaction:** No payment by Tenant or receipt by Landlord of a lesser amount than the rent or other amounts herein stipulated shall be deemed to be other than on account of the stipulated rent and amounts due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment thereof be deemed an accord and satisfaction, and Landlord may accept such check of payment without prejudice to Landlord's right to recover the balance of such amounts or pursue any other remedy provided in this Lease.
- Notices:** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease shall be deemed sufficiently given or rendered if in writing and hand delivered, sent by registered or certified mail, postage prepaid, return receipt required, or deposited with a recognized overnight courier (such as United Parcel Service or Federal Express, e.g.), addressed to Tenant at Tenant's address or Landlord at Landlord's address, as the case may be, and any such notice shall be deemed to have been delivered on the date received, refused or returned for insufficient address. Landlord and Tenant shall each have the right from time to time to specify as its address for the purposes of this Lease any other addresses in the United States of America upon three days' notice thereof, similarly given, to the other party.
- Landlord's Address:** Jefferson Centre Properties, LLC, 120 13th St NW #1, Charlottesville, VA 22903
Lori McDaniel / Paige Overstreet / 434-971-9922
- Tenant's Address:** Fluvanna County, Attn: Fluvanna County Administrator, 123 Main Street, Palmyra, Virginia 22963; and with a copy to Fluvanna county Attorney, 414 East Jefferson Street, Charlottesville, VA 22902.
- Entire Agreement:** This Lease and the Exhibits, Riders, Addenda and Guaranty, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant concerning the Premises except those herein set forth. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.
- Recordation:** Tenant shall not record this Lease without the written consent of Landlord.
- Governing Law:** This Lease shall be construed and enforced in accordance with the laws of the state where the Premises are located.

SECTION 22 Provisions related to Tenant being a Political Subdivision of the Commonwealth

Landlord acknowledges that Tenant, Fluvanna County, is a political subdivision of the Commonwealth of Virginia. The parties also agree that, with respect to tort liability for acts or occurrences on or about the Premises, including product liability, the Tenant is either: (i) constitutionally immune (or partially immune) from suit, judgment or liability; (ii) insured; or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.

Landlord acknowledges that Tenant has not agreed to provide any indemnification or save harmless agreements running to Landlord. Landlord to maintain sufficient liability insurance, in such amounts and with such coverage as specified in Section 3, to protect Landlord's interest and insure reasonable financial responsibility in the event of liability for injury, loss or damage at the Premises, or Common Areas. No provision, covenant or agreement contained in this Lease shall be deemed, in any manner, to be a waiver of the sovereign immunity of the Tenant, from tort or other liability.

This Lease shall be governed by, and construed according to, the laws of the Commonwealth, and any legal action against the Tenant shall be instituted and maintained only in the state courts of the Commonwealth in the courts of Fluvanna County. Notwithstanding any other provision of this Lease, if Tenant shall cease to exist, and is not replaced by a successor entity with similar powers and purposes, or its powers and authority are limited so as to not permit the continued use of the Premises for the purpose and use for which same is leased, then this Lease and all responsibility or obligations of the Tenant under this Lease shall automatically terminate. In such event, the Tenant will endeavor to give as much notice as is reasonably possible of the event triggering the termination of this Lease and the anticipated termination date, but failure to give such notice shall not affect the termination.

Because localities such as the Tenant cannot expend funds unless appropriated by the Board of Supervisors, if the Board of Supervisors of Fluvanna County fails to appropriate funds for the continuance of this Lease, this Lease and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds.

Landlord hereby waives any right it may have to a lien as to the property of the Tenant in the Premises.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the day and year first written above.

ATTEST/WITNESS:

LANDLORD: Jefferson Centre, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST/WITNESS:

TENANT: Fluvanna County,

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

All that certain tract or parcel of land, situated in the County of Fluvanna, Virginia, on the south side of Turkeysag Trail, shown as Parcel "X", containing 3.212 acres, more or less, on a plat by S L Key Incorporated Land Surveyors & Land Planners, dated May 3, 2018, recorded on July 25, 2018, in the Clerk's Office of the Circuit Court of the County of Fluvanna, Virginia, in Plat Book 3, page 269; being a portion of the property conveyed to Jefferson Centre Properties, LLC, a Virginia limited liability company, by deed from Jefferson Centre, LLC, a Virginia limited liability company, dated April 11, 2013, recorded in the Clerk's Office of the Circuit Court of the County of Fluvanna, Virginia, in Deed Book 893, page 841.

Exhibit A-1 The Premises

Landlord agrees to make the following modifications to the leased premises as shown on Tenant's layout below:

- Install low-profile matching carpeting (to match carpet in unit 115) and plastic molding in the rear of suite 116, excluding the bathroom
- Paint Suite 116 to match Suite 115
- Install two, 36" doors connecting Suites 115 and 116, one near the front doors and one near the back area (blue lines)
- Install one, 36" door in Suite 115 (blue line)
- Install a dividing wall in the back portion of Suite 115, from the bathroom to the entrance of the rear portion (red line)

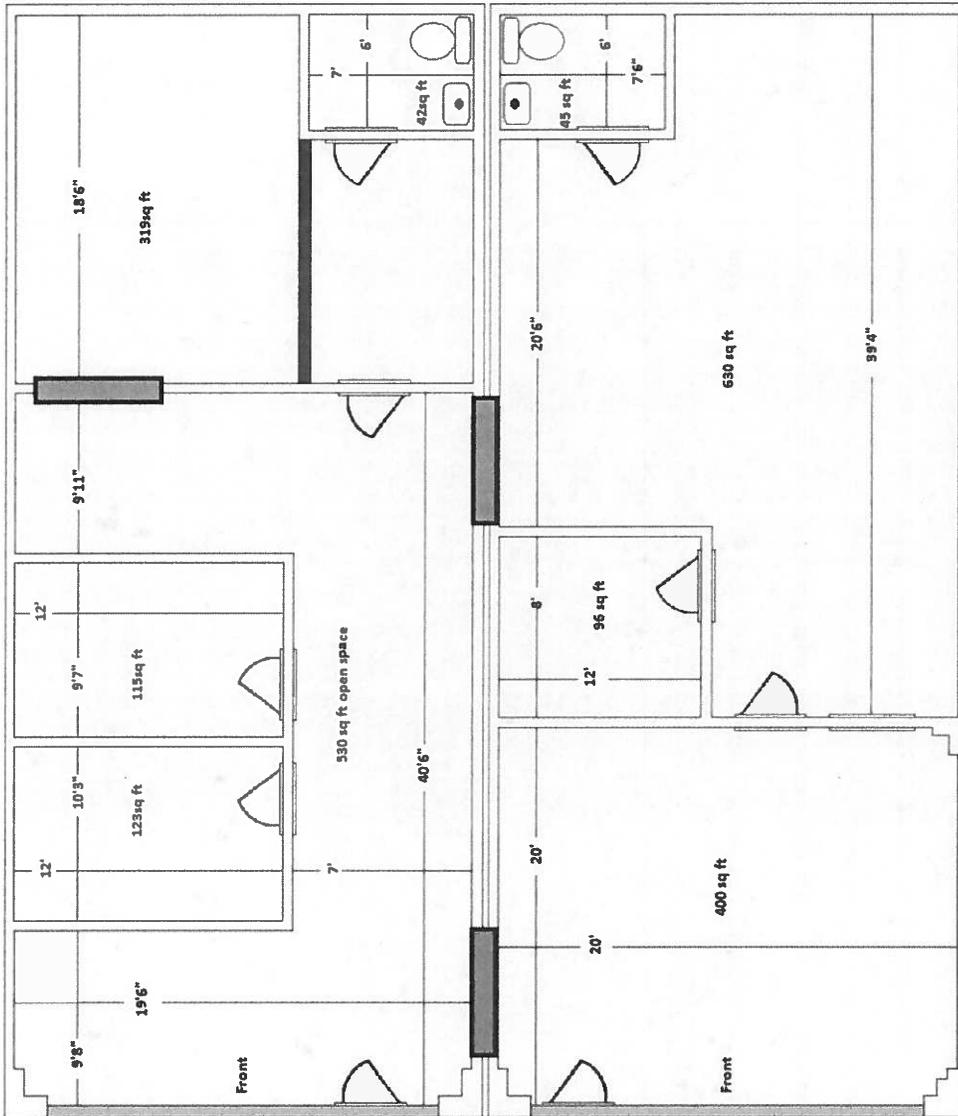


EXHIBIT F**SUBORDINATION, NON-DISTURBANCE AND
ATTORNMEN T AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT (the "Agreement") is made effective as of the ___ day of _____, by and among _____ ("Lender"), _____ ("Landlord"), and the _____ ("Tenant").

WITNESSETH

WHEREAS, By Deed of Lease dated _____ between Landlord and Tenant ("Lease"), Landlord leased to Tenant certain premises located in _____, situated in the _____, Virginia ("Premises"), which are more particularly described in said Lease.

WHEREAS, Lender is the owner and holder of indebtedness secured by a Deed of Trust dated _____, 20___, which constitutes a lien against the Premises ("Deed of Trust"); and

WHEREAS, Tenant has agreed to subordinate the above-referenced Lease to the Deed of Trust, upon the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, Lender, Landlord, and Tenant agree as follows:

1. **Subordination**. The Lease and all renewals, modifications, and extensions of the Lease are subject and subordinate to the Deed of Trust and all renewals, modifications, and extensions of the Deed of Trust.

2. **Attornment**. Tenant agrees to attorn to the Lender if Lender acquires title to the Premises at a foreclosure sale under the Deed of Trust, pursuant to a deed-in-lieu of foreclosure, or otherwise (each a "Foreclosure Event"), or to any third party who acquires title to the Premises pursuant to a Foreclosure Event ("Third Party Purchaser"), in each case under all of the terms, conditions, and covenants of the Lease; provided that:

a. Tenant shall be under no obligation to pay any rent or render any performance to the Lender or any Third Party Purchaser until it has received notice (in the manner provided in the Lease) of its obligation to do so from the party entitled to such payment or performance, together with a copy of such party's deed, title insurance policy or other such satisfactory evidence of title;

b. The Lender or Third Party Purchaser must assume all obligations of the Landlord under the Lease, which is incorporated in this Agreement by reference,

from the date the Lender or Third Party Purchaser acquires title to the Premises, and the Lease will continue in full force and effect as a direct lease between Lender (or Third Party Purchaser, if applicable) and Tenant, under the terms, covenants and conditions of the Lease, for the remainder of the Lease term;

c. Such attornment shall be automatic and self-operative, requiring no further action or documentation on the part of Lender, Landlord, or Tenant; and

d. To the extent a Third Party Purchaser acquires the Premises or if Lender assigns or transfers its interest in the Loan Documents (as defined below) or the Premises, all obligations and liabilities of Lender under this Agreement shall terminate and be the responsibility of the Third Party Purchaser or other party to whom Lender's interest is assigned or transferred.

3. Payment of Rent to Lender. If Lender becomes a mortgagee in possession of the Premises or exercises its rights under the loan documents securing its loan to the Landlord to have rental payments made directly to Lender without taking possession of the Premises, Tenant agrees to make all payments of rent directly to Lender upon Lender's written instructions to Tenant. If and to the extent that Lender demands and receives any such payments from Tenant:

a. Landlord agrees that Tenant may rely upon such written instructions of Lender and need not obtain other confirmation of Lender's right and authority to receive such payments;

b. Landlord, to the extent of such rental payments, releases and discharges Tenant from liability under the Lease for such payments, to the same extent as if they had been made to Landlord; and

c. Landlord agrees to look solely to Lender for recovery of any such payments made by Tenant in the event Landlord disputes Lender's right to receive such payments.

4. Non-Disturbance. The Lender agrees that so long as Tenant is not in default under the Lease, or any extension or renewal thereof, beyond any applicable cure periods:

a. The Tenant's quiet enjoyment, use, occupancy and possession of the Premises and its rights and privileges under the Lease or any extension or renewal thereof, will not be diminished or interfered with and its occupancy of the Premises will not be disturbed if Lender or Third Party Purchaser acquires title to the Premises via a Foreclosure Event; and

b. Tenant will not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Deed of Trust, or the enforcement of any rights of Lender under the Deed of Trust, unless required by law.

5. Tenant Fixtures, Alterations and Improvements. Lender agrees that the lien of the Deed of Trust shall not cover any of Tenant's fixtures, alterations or improvements to the Premises which Tenant, under the terms of the Lease, is permitted to remove from the Premises.

6. Lender's Right to Cure Landlord Defaults. So long as the premises are subject to the lien of the Deed of Trust, Tenant shall, if so required by the Lease, give Lender duplicate notice of any claimed default on the part of the Landlord under the Lease, in the manner provided by the Lease, at the address set forth in this Agreement. If not so required by the Lease, Tenant shall, as a courtesy to Lender and not as a requirement hereunder, endeavor to give Lender the notice as aforesaid, but Tenant shall not be liable to Lender for any failure to give any such notice. Tenant consents to Lender curing any default by Landlord, during the identical time period that Landlord could so cure; provided, however, that such consent shall not be construed to create and does not create any obligation by Tenant to give notice of default to Lender beyond any such obligation set out in the Lease.

7. Tenant's Right to Cure Landlord Defaults. So long as the premises are subject to the lien of the Deed of Trust, Lender shall give Tenant duplicate notice of any claimed breach or default by Landlord under the Deed of Trust or other documents evidencing, securing and/or otherwise pertaining to the Deed of Trust ("Loan Documents"), at the address set forth in this Agreement. Lender agrees that Tenant shall have the right, but not the obligation, to cure any breach or default specified in such notice within such period of time given to Landlord under the Deed of Trust or Loan Documents. Landlord consents to Tenant curing any such default by Landlord, during the identical time period provided by Lender to Landlord for such cure.

8. Notices. All notices required or permitted by the terms of this Agreement shall be deemed given by mailing such notice by certified U.S. mail, postage prepaid, return receipt requested, to each party and such notices shall be addressed as set forth below. A party may change the address to which notices must be sent only by giving notice to the other parties in accordance with this Paragraph. The initial notice address for each party is as follows:

If to Lender: _____

If to Tenant: Fluvanna County Administrator
132 main Street
Palmyra, VA 22963
With a copy to:
Fluvanna County Attorney
414 East Jefferson St.
Charlottesville, VA 22902

If to Landlord:

9. Interpretation and Effect. This Agreement:

a. shall remain in effect at all times during the Lease or any extension or renewal thereof, notwithstanding any default or Foreclosure Event;

b. shall be governed, enforced, and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles, and any legal action against the Commonwealth of Virginia or Tenant shall be instituted and maintained only in the courts of the Commonwealth of Virginia situated in the County of Fluvanna, Virginia;

c. binds the parties and their successors and assigns, and the covenants contained in this Agreement shall be covenants running with the land and bind all successors in title to the Premises; and

d. may not be modified except by a writing executed by the parties or their respective successors in interest.

10. Additional Terms. This agreement, or any errors or omissions herein, shall not operate as an estoppel against either the County of Fluvanna, the Tenant, shall not form or provide any basis for liability against the County of Fluvanna as the Tenant, and shall not operate as a waiver of any rights, claims or defenses that may be available to the the County of Fluvanna as Tenant either at this time or in the future. Without limiting any of the foregoing, no provision, covenant or agreement contained in this Agreement shall be deemed in any manner to be a waiver of the sovereign immunity of the County of Fluvanna (Tenant) from tort or other liability.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, all as of the date first stated above.

Tenant:

By: _____
Name: _____

COMMONWEALTH OF VIRGINIA
, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____,
20___, by _____,

My commission expires: _____

Registration Number

Notary Public

Lender:

By: _____
Name: _____
Title: _____

STATE OF _____
CITY/COUNTY _____

The foregoing instrument was acknowledged before me this ___ day of _____,
20___, by _____ as _____
for _____, in my jurisdiction aforesaid.

My commission expires: _____

Registration Number

Notary Public

Landlord:

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____,
20___, by _____ as _____,
for _____, in my jurisdiction aforesaid.

My commission expires: _____

Registration Number

Notary Public

EXHIBIT G
REPORT OF OCCUPANCY

Landlord:

Date of Lease:

Location of Premises:

1. The County of Fluvanna (the "County") entered into possession of the above referenced store on or about the _____ and has been in continuous possession since that date. The Lease will expire on _____.
2. The store contains _____ square feet, more or less, with a current monthly base rent of \$ _____. The rent is paid in advance.
3. To the County's knowledge there have been no modifications to the Lease, dated _____.
4. If there has been any default by the Landlord regarding any obligations under the Lease, the County has no knowledge of same as of this date.
5. The issuance of this report, or any errors or omissions herein, shall not operate as an estoppel against the County, shall not form or provide any basis for liability against the County, and shall not operate as a waiver of any rights or defenses that may be available to the County now or in the future.

Dated this _____ of _____, 20__.

By: _____

Eric M. Dahl, Fluvanna County Administrator

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

TAB E

Meeting Date:	July 1, 2020				
AGENDA TITLE:	FY21 BOS Contingency Budget Transfer- Registrar's Office Relocation				
MOTION(s):	<p>I move the Board of Supervisors approve a budget transfer of \$20,000 from the FY21 BOS Contingency budget to: FY21 Registrar's Office budget - \$ 2,000 FY21 Facilities budget - \$13,000 FY21 Information Technology budget - \$5,000 for the Registrar's Office Relocation.</p>				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Mary Anna Twisdale, Director of Finance				
PRESENTER(S):	Mary Anna Twisdale, Director of Finance Eric Dahl, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	<ul style="list-style-type: none"> • During the FY21 Budget Process, \$5,000 was budgeted in BOS Contingency for the Registrar's Office move. • An Additional \$15,000 is needed to complete the relocation <p>Anticipated costs of move</p> <ul style="list-style-type: none"> • Build out of new office space - \$5,000 • IT set up, equipment and connections - \$5,000 • Signage/Advertising - \$5,000 • Furniture - \$ 2,000 • Secure Storage - \$3,000 				
FISCAL IMPACT:	<p>The following FY21 budget changes will be made:</p> <ul style="list-style-type: none"> • Decrease: BOS Contingency Budget - \$20,000 • Increase: Registrar, Facilities & IT budgets totaling - \$20,000 • The FY21 BOS Contingency balance is \$150,000 prior to this action 				
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 F

MEETING DATE:	July 1, 2020				
AGENDA TITLE:	FY21 Pay Rates and Classifications				
MOTION(s):	I move to approve the FY21 Pay Rates and Classifications, as presented.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Jessica Rice, Human Resources Manager				
PRESENTER(S):	Jessica Rice, Human Resources Manager				
RECOMMENDATION:	Approval				
TIMING:	Current				
DISCUSSION:	<ul style="list-style-type: none"> • Each year, the BOS is presented with a schematic detailing County positions and pay bands for approval. • The FY21 Pay Rates and Classifications Schematic has been adjusted to reflect the BOS approved minimum starting pay for full-time and part-time positions, \$14.00 and \$12.00 per hour, respectively. • Pay bands have been adjusted to eliminate compression caused by increasing the minimum pay as noted above. • The revision also incorporates the position changes and reclassifications approved in the FY21 adopted budget, as well as removal of unfunded positions and sheriff's office positions. The Sheriff's Office has a separate pay plan. • There are no additional funds requested as a result of the pay band adjustments. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	FY21 Pay Rates and Classifications- Markup; FY21 Pay Rates and Classifications- Clean Draft				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				XX	

Position Changes

Removed Deputy County Administrator

Removed Principle Planner

Removed All Sheriff's Office Positions

Eliminated Department-specific Admin Assistant positions

Removed Senior Program Support Assistant Positions

Moved Part-time Admin Assistant to Pay Band 11 with other Admin Asst Positions

Corrected the PT Park Maintenance position band (was in 9 and should be 8)

Pay Band Modifications

Eliminated Bands 1-4 and 18 & 19 non-exempt (not used)

Adjusted Pay Band 5 minimum to \$12 per hour (minimum we pay for part-time positions)

Adjusted Pay Band 7 to \$14 per hour (minimum we pay for full-time positions)

Adjusted pay bands 8,9, &10 to account for compression

Fixed non-exempt pay bands to calculate based on hourly rate, instead of annual rate (FLSA)

Eliminated overlapping Pay band 17. Exempt 17 is now pay band 18. The rest of the schematic was adjusted as a result.

FY21 Pay Rates and Classifications

Fluvanna County

MARKUP

			Mid-Range 25% above Min; Max 50% above Min			* 2,184 hrs annually incl. 208 hrs scheduled OT		
			Full-Time Hourly Rates			Full-Time Annual Pay (Expected)		
Pay Band	Class	Position Title	Minimum	Mid-Range	Maximum	Minimum	Mid-Range	Maximum
1			\$9.13	\$11.42	\$13.70	\$19,000	\$23,750	\$28,500
2			\$9.64	\$12.05	\$14.46	\$20,000	\$25,056	\$30,068
3			\$10.17	\$12.71	\$15.25	\$21,000	\$26,434	\$31,721
4			\$10.73	\$13.41	\$16.09	\$22,311	\$27,888	\$33,466
5	1450 1612 3461 4131 8851 9999	Treasurer Clerk Registrar Clerk Convenience Ctr Worker Facilities Assistant Library Clerk Camp Counselor	\$12.00	\$15.00	\$18.00	NA	NA	NA
6	4065 4132	Park Maintenance Worker Museum Attendant	\$12.66	\$15.83	\$18.99	NA	NA	NA
7	1611 3150 3171 4065 8831	Assistant Registrar Building Services Worker Grounds Maintenance Worker I Park Maintenance Worker Library Assistant I	\$14.00	\$17.50	\$21.00	\$29,120	\$36,400	\$43,680
8	3172	Grounds Maintenance Worker II	\$14.50	\$18.13	\$21.75	\$30,160	\$37,700	\$45,240
9	1411 1521 1811 3611 4112 8832	Deputy Treasurer I Deputy Commissioner I Deputy Clerk I Utilities System Operator I Active Seniors & Therapeutic Recreation Coordinator Library Assistant II	\$15.00	\$18.75	\$22.50	\$31,200	\$39,000	\$46,800

FY21 Pay Rates and Classifications

Fluvanna County

MARKUP

			Mid-Range 25% above Min; Max 50% above Min			* 2,184 hrs annually incl. 208 hrs scheduled OT						
			Full-Time Hourly Rates			Full-Time Annual Pay (Expected)						
Pay Band	Class	Position Title	Minimum	Mid-Range	Maximum	Minimum	Mid-Range	Maximum				
10	1022	Senior Program Support Assistant—Planning	\$15.50	\$19.38	\$23.25	\$32,240	\$40,300	\$48,360				
	1092	Administrative Programs Assistant, PT										
	2024	Senior Program Support Assistant—Building Inspections										
	3151	Maintenance Technician										
	3152	Grounds Maintenance Technician										
	3180	Facilities Maintenance Technician										
	6211	Communications Officer (911 Center)										
	6221	Communications Officer, PT Temp (911 Center)							*	\$33,852	\$42,315	\$50,778
11	1051	Administrative Program Specialist (P&R; PW)	\$16.35	\$20.44	\$24.53	\$34,013	\$42,517	\$51,020				
	1052	Administrative Assistant - Sheriff										
	1092	Administrative Programs Assistant, PT										
	1053	Administrative Assistant—Commonwealth's Atty										
	1420	Deputy Treasurer II										
	1531	Deputy Commissioner II										
	1821	Deputy Clerk II										
	3531	Utilities System Operator II										
	4113	Recreation Programs & Special Events Coordinator										
	4114	Athletics & Special Events Coordinator										
	7400	Equipment & Fleet Maintenance Technician										
12	1430	Deputy Treasurer III	\$17.25	\$21.56	\$25.88	\$35,884	\$44,855	\$53,826				
	1511	Deputy Commissioner III										
	1831	Deputy Clerk III										
	3181	Facilities Maintenance Specialist										
	3371	Grounds Supervisor										
	3391	Buildings Supervisor										
	3631	Utilities Specialist										
	4115	P&R Services Specialist										
	6212	Communications Team Lead							*	\$37,678	\$47,098	\$56,517
	6510	Deputy Sheriff—Probationary							**	\$37,678	\$47,098	\$56,517

FY21 Pay Rates and Classifications

Fluvanna County

MARKUP

			Mid-Range 25% above Min; Max 50% above Min			* 2,184 hrs annually incl. 208 hrs scheduled OT		
			Full-Time Hourly Rates			Full-Time Annual Pay (Expected)		
Pay Band	Class	Position Title	Minimum	Mid-Range	Maximum	Minimum	Mid-Range	Maximum
13	1081	Paralegal/Legal Assistant	\$18.20	\$22.75	\$27.30	\$37,858	\$47,322	\$56,786
	2111	Code Inspector - Code Enforcement Officer						
	3431	Convenience Center Manager - Recycle Coordinator						
	6514	Deputy Sheriff I-			**	\$39,750	\$49,688	\$59,626
14	1330	Financial Services Specialist	\$19.20	\$24.00	\$28.80	\$39,940	\$49,925	\$59,910
	1541	Deputy Commissioner of the Revenue IV						
	2211	Code Inspector - Building & Site Inspector						
	2350	Planner						
	6251	Communications Supervisor (911 Center)			*	\$41,937	\$52,421	\$62,905
	6512	Deputy Sheriff II-			**	\$41,937	\$52,421	\$62,905
6551	Deputy Sheriff Investigator I			**	\$41,937	\$52,421	\$62,905	
15	1122	IT Systems Technician	\$20.26	\$25.32	\$30.39	\$42,136	\$52,670	\$63,205
	2112	Code Inspector - E&SC Plans Reviewer						
	6513	Deputy Sheriff III-			**	\$44,243	\$55,304	\$66,365
	6552	Deputy Sheriff Investigator II-			**	\$44,243	\$55,304	\$66,365
16	1381	Purchasing Officer	\$21.37	\$26.72	\$32.06	\$44,454	\$55,567	\$66,681
	2351	Senior Planner						
	6281	Communications Operations Coordinator (911 Center)			*	\$46,677	\$58,346	\$70,015
	6571	Deputy Sheriff Sergeant			**	\$46,677	\$58,346	\$70,015
17	3550	Water System Manager	\$22.33	\$27.91	\$33.50	\$46,446	\$58,058	\$69,670
	3670	Project Manager, PT/Temp						
18	2352	Principal Planner	\$23.67	\$29.59	\$35.50	\$49,232	\$61,541	\$73,850
	6572	Deputy Sheriff Lieutenant of Investigations			**	\$49,232	\$62,553	\$75,064
	6591	Deputy Sheriff Lieutenant			**	\$49,232	\$64,619	\$77,542
19			\$25.09	\$31.36	\$37.63	\$52,115	\$65,234	\$78,281

FY21 Pay Rates and Classifications

Fluvanna County

MARKUP

			Mid-Range 25% above Min; Max 50% above Min			* 2,184 hrs annually incl. 208 hrs scheduled OT		
			Full-Time Hourly Rates			Full-Time Annual Pay (Expected)		
Pay Band	Class	Position Title	Minimum	Mid-Range	Maximum	Minimum	Mid-Range	Maximum
18 (Exempt)	1091	Executive Assistant / Clerk to the Board	\$22.60	\$28.25	\$33.89	\$47,000	\$58,750	\$70,500
	1351	CSA Coordinator						
	1384	Management Analyst I						
	1451	Chief Deputy Treasurer						
	1551	Chief Deputy Commissioner of the Revenue						
	1711	Victim/Witness Manager						
	1851	Chief Deputy Clerk						
19 (Exempt)	1385	Management Analyst II	\$23.95	\$29.94	\$35.93	\$49,820	\$62,275	\$74,730
	9410	Emergency Management Coordinator						
20 (Exempt)	1600	Director of Elections/General Registrar	\$25.39	\$31.74	\$38.08	\$52,809	\$66,012	\$79,214
	2450	Economic Development Coordinator						
	3680	Assistant Public Works Director						
	7510	Assistant Public Works Director- Utilities						
21 (Exempt)	1130	Human Resources Manager	\$26.91	\$33.64	\$40.37	\$55,978	\$69,972	\$83,967
	1150	Assistant County Administrator						
	2250	Building Official						
	6291	Director of Communications (911 Center)						
	8800	Library Director						
22 (Exempt)	1120	Director of Information Technology	\$28.53	\$35.66	\$42.79	\$59,336	\$74,171	\$89,005
23 (Exempt)	4290	Director of Parks and Recreation	\$30.24	\$37.80	\$45.36	\$62,897	\$78,621	\$94,345
	6651	Deputy Sheriff – Captain, Administration						
	6671	Deputy Sheriff – Captain, Field Operations						
24 (Exempt)	1390	Director of Finance	\$32.05	\$40.07	\$48.08	\$66,670	\$83,338	\$100,006
	2000	Director of Community Development						
	3690	Director of Public Works						

FY21 Pay Rates and Classifications

Fluvanna County

MARKUP

			Mid-Range 25% above Min; Max 50% above Min			* 2,184 hrs annually incl. 208 hrs scheduled OT		
			Full-Time Hourly Rates			Full-Time Annual Pay (Expected)		
Pay Band	Class	Position Title	Minimum	Mid-Range	Maximum	Minimum	Mid-Range	Maximum
25 (Exempt)	1191	Deputy County Administrator	\$33.98	\$42.47	\$50.96	\$70,671	\$88,338	\$106,006
	6680	Chief Deputy Sheriff – Major						
26 (Exempt)	1750	Assistant Commonwealth's Attorney	\$36.01	\$45.02	\$54.02	\$74,911	\$93,639	\$112,366
27 (Exempt)	1490	Treasurer	\$38.18	\$47.72	\$57.26	\$79,406	\$99,257	\$119,108
	1590	Commissioner of the Revenue						
	6690	Sheriff						
28 (Exempt)			\$40.47	\$50.58	\$60.70	\$84,170	\$105,212	\$126,255
29 (Exempt)			\$42.89	\$53.62	\$64.34	\$89,220	\$111,525	\$133,830
30 (Exempt)			\$45.47	\$56.83	\$68.20	\$94,573	\$118,217	\$141,860
31 (Exempt)	1890	Clerk of Circuit Court	\$48.20	\$60.24	\$72.29	\$100,248	\$125,310	\$150,371
32 (Exempt)			\$51.09	\$63.86	\$76.63	\$106,262	\$132,828	\$159,394
33 (Exempt)	1790	Commonwealth's Attorney	\$54.15	\$67.69	\$81.23	\$112,638	\$140,798	\$168,957
	Special	Seasonal Time Keepers		\$16.00	Per Game			
	Special	Seasonal Referees		\$28.00	Per Game			

FY21 Pay Rates and Classifications

Fluvanna County

DRAFT

			Mid-Range 25% above Min; Max 50% above Min			* 2,184 hrs annually incl. 208 hrs scheduled OT			
			Full-Time Hourly Rates			Full-Time Annual Pay (Expected)			
Pay Band	Class	Position Title	Minimum	Mid-Range	Maximum	Minimum	Mid-Range	Maximum	
5	1450	Treasurer Clerk	\$12.00	\$15.00	\$18.00	NA	NA	NA	
	1612	Registrar Clerk							
	3461	Convenience Ctr Worker							
	4131	Facilities Assistant							
	8851	Library Clerk							
	9999	Camp Counselor							
6	4132	Museum Attendant	\$12.66	\$15.83	\$18.99	NA	NA	NA	
	4065	Park Maintenance Worker							
7	1611	Assistant Registrar	\$14.00	\$17.50	\$21.00	\$29,120	\$36,400	\$43,680	
	3150	Building Services Worker							
	3171	Grounds Maintenance Worker I							
	8831	Library Assistant I							
8	3172	Grounds Maintenance Worker II	\$14.50	\$18.13	\$21.75	\$30,160	\$37,700	\$45,240	
9	1411	Deputy Treasurer I	\$15.00	\$18.75	\$22.50	\$31,200	\$39,000	\$46,800	
	1521	Deputy Commissioner I							
	1811	Deputy Clerk I							
	3611	Utilities System Operator I							
	4112	Active Seniors & Therapeutic Recreation Coordinator							
	8832	Library Assistant II							
10	3151	Maintenance Technician	\$15.50	\$19.38	\$23.25	\$32,240	\$40,300	\$48,360	
	3152	Grounds Maintenance Technician							
	3180	Facilities Maintenance Technician							
	6211	Communications Officer (911 Center)							
	6221	Communications Officer, PT Temp (911 Center)							
						*	\$33,852	\$42,315	\$50,778

FY21 Pay Rates and Classifications

Fluvanna County

DRAFT

			Mid-Range 25% above Min; Max 50% above Min			* 2,184 hrs annually incl. 208 hrs scheduled OT		
			Full-Time Hourly Rates			Full-Time Annual Pay (Expected)		
Pay Band	Class	Position Title	Minimum	Mid-Range	Maximum	Minimum	Mid-Range	Maximum
11	1051	Administrative Program Specialist	\$16.35	\$20.44	\$24.53	\$34,013	\$42,517	\$51,020
	1052	Administrative Assistant						
	1092	Administrative Assistant, PT						
	1250	Human Resources Assistant						
	1321	Financial Services Technician						
	1420	Deputy Treasurer II						
	1531	Deputy Commissioner II						
	1821	Deputy Clerk II						
	3531	Utilities System Operator II						
	4113	Recreation Programs & Special Events Coordinator						
	4114	Athletics & Special Events Coordinator						
	7400	Equipment & Fleet Maintenance Technician						
12	1430	Deputy Treasurer III	\$17.25	\$21.56	\$25.88	\$35,884	\$44,855	\$53,826
	1511	Deputy Commissioner III						
	1831	Deputy Clerk III						
	3181	Facilities Maintenance Specialist						
	3371	Grounds Supervisor						
	3391	Buildings Supervisor						
	3631	Utilities Specialist						
	4115	P&R Services Specialist						
	6212	Communications Team Lead						
13	1081	Paralegal/Legal Assistant	\$18.20	\$22.75	\$27.30	\$37,858	\$47,322	\$56,786
	2111	Code Inspector - Code Enforcement Officer						
	3431	Convenience Center Manager - Recycle Coordinator						
14	1330	Financial Services Specialist	\$19.20	\$24.00	\$28.80	\$39,940	\$49,925	\$59,910
	1541	Deputy Commissioner of the Revenue IV						
	2211	Code Inspector - Building & Site Inspector						
	2350	Planner						
	6251	Communications Supervisor (911 Center)						
15	1122	IT Systems Technician	\$20.26	\$25.32	\$30.39	\$42,136	\$52,670	\$63,205
	2112	Code Inspector - E&SC Plans Reviewer						

FY21 Pay Rates and Classifications

Fluvanna County

DRAFT

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			Full-Time Hourly Rates			Full-Time Annual Pay (Expected)		
Pay Band	Class	Position Title	Minimum	Mid-Range	Maximum	Minimum	Mid-Range	Maximum
16	1381	Purchasing Officer	\$21.27	\$26.59	\$31.91	\$44,243	\$55,304	\$66,365
	2351	Senior Planner						
	6281	Communications Operations Coordinator (911 Center)				\$46,455	\$58,069	\$69,683
17	3550	Water System Manager	\$22.33	\$27.91	\$33.50	\$46,455	\$58,053	\$69,683
	3670	Project Manager, PT/Temp						

FY21 Pay Rates and Classifications

Fluvanna County

DRAFT

			Mid-Range 25% above Min; Max 50% above Min			* 2,184 hrs annually incl. 208 hrs scheduled OT		
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Pay Band	Class	Position Title	Minimum	Mid-Range	Maximum	Minimum	Mid-Range	Maximum
18 (Exempt)	1091	Executive Assistant / Clerk to the Board	\$22.60	\$28.25	\$33.89	\$47,000	\$58,750	\$70,500
	1351	CSA Coordinator						
	1384	Management Analyst I						
	1451	Chief Deputy Treasurer						
	1551	Chief Deputy Commissioner of the Revenue						
	1711	Victim/Witness Manager						
	1851	Chief Deputy Clerk						
19 (Exempt)	1385	Management Analyst II	\$23.95	\$29.94	\$35.93	\$49,820	\$62,275	\$74,730
	9410	Emergency Management Coordinator						
20 (Exempt)	1600	Director of Elections/General Registrar	\$25.39	\$31.74	\$38.08	\$52,809	\$66,012	\$79,214
	2450	Economic Development Coordinator						
	3680	Assistant Public Works Director						
	7510	Assistant Public Works Director- Utilities						
21 (Exempt)	1130	Human Resources Manager	\$26.91	\$33.64	\$40.37	\$55,978	\$69,972	\$83,967
	1150	Assistant County Administrator						
	2250	Building Official						
	6291	Director of Communications (911 Center)						
21 (Exempt)	8800	Library Director						
22 (Exempt)	1120	Director of Information Technology	\$28.53	\$35.66	\$42.79	\$59,336	\$74,171	\$89,005
23 (Exempt)	4290	Director of Parks and Recreation	\$30.24	\$37.80	\$45.36	\$62,897	\$78,621	\$94,345
24 (Exempt)	1390	Director of Finance	\$32.05	\$40.07	\$48.08	\$66,670	\$83,338	\$100,006
	2000	Director of Community Development						
	3690	Director of Public Works						
25 (Exempt)			\$33.98	\$42.47	\$50.96	\$70,671	\$88,338	\$106,006

FY21 Pay Rates and Classifications

Fluvanna County

DRAFT

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26 (Exempt)	1750	Assistant Commonwealth's Attorney	\$36.01	\$45.02	\$54.02	\$74,911	\$93,639	\$112,366
27 (Exempt)	1490 1590	Treasurer Commissioner of the Revenue	\$38.18	\$47.72	\$57.26	\$79,406	\$99,257	\$119,108
28 (Exempt)			\$40.47	\$50.58	\$60.70	\$84,170	\$105,212	\$126,255
29 (Exempt)			\$42.89	\$53.62	\$64.34	\$89,220	\$111,525	\$133,830
30 (Exempt)			\$45.47	\$56.83	\$68.20	\$94,573	\$118,217	\$141,860
31 (Exempt)	1890	Clerk of Circuit Court	\$48.20	\$60.24	\$72.29	\$100,248	\$125,310	\$150,371
32 (Exempt)			\$51.09	\$63.86	\$76.63	\$106,262	\$132,828	\$159,394
33 (Exempt)	1790	Commonwealth's Attorney	\$54.15	\$67.69	\$81.23	\$112,638	\$140,798	\$168,957
	Special	Seasonal Time Keepers		\$16.00	Per Game			
	Special	Seasonal Referees		\$28.00	Per Game			

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

TAB G

MEETING DATE:	July 1, 2020				
AGENDA TITLE:	Parks & Rec Facility & Equipment Rental Fee Adjustment Proposal				
MOTION(s):	I move that the Board of Supervisors (approve/deny/defer) the proposed updated fee structures for the Parks and Recreation Rental and Special Event Application and Checklist, as presented.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		x			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		x			
STAFF CONTACT(S):	Aaron Spitzer, Director of Parks and Recreation				
PRESENTER(S):	Aaron Spitzer, Director of Parks and Recreation				
RECOMMENDATION:	Approve				
TIMING:	Immediately				
DISCUSSION:	Parks and Recreation’s facility and equipment rental fees have not been updated for 12 years, other than a few additions implemented on April 1, 2015. We are also investing in some new equipment and with these rate increases, they are still below market rental rates. I have also set standard fees for events and weddings, instead of floating fees. We would like to start advertising these new rates as soon as they are approved. We will still honor existing rentals at the old rate.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Parks & Rec Facility & Equipment Rental Fee Proposal PowerPoint • New Rental and Special Event Application and Checklist form 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



PARKS AND RECREATION FACILITY & EQUIPMENT RENTAL FEE PROPOSAL

**Aaron Spitzer, CPRP
Director, Parks and Recreation**



Fee Adjustment Proposal

- The last time a fee adjustment was brought in front of the BOS was April 1, 2015. The only fees adjusted at that time were the stage, round tables, and the Pleasant Grove House Museum meeting room and kitchen (we no longer rent the items in the house). Most other fees have been the same for the 12 years.
- Facility & Rental items are well under the area market price for each of the respected items. The fee adjustment will put the County at a competitive rate with area rentals while still being economical.
- There have been multiple request over the years for a morning and afternoon rental at the Pole Barn in the park. By making these adjustments we can now have multiple rentals in a day.
- Special Events and Weddings now have a standard fee based on rental areas. These events usually require extra staff work to make sure all is ready for the event day.
- **Proposed fees to go into effect immediately upon approval.**



Special Event & Wedding Fees

Current Fees

New Proposed Fees

Number of Participants	Daily Fee	Deposit			Pole Barn Area	Pole Barn Area w/ ABC	House Grounds Area	House Grounds Area w/ ABC	Entire Park Event Area	Entire Park Event Area w/ABC
1-50	\$100	\$100		Events	\$350	\$400	\$350	\$400	\$700	\$750
51-250	\$200	\$100		Weddings	\$250	\$300	\$250	\$300	\$500	\$550
251-500	\$300	\$150		Deposit	\$200	\$200	\$200	\$200	\$200	\$200
501-2,500	\$500	\$250								
2,501-5,000	\$750	\$375								
5,000+	\$1,250	\$625								



Facility Rental Rates, Current and Proposed

Current Fees

New Proposed Fees

Facility Requested	Unit	Resident Fees	Non Resident Fees (15%)		Facility Requested	Unit	Resident Fees	Non Resident Fees (15%)
Carysbrook Gymnasium (w/ tarp)	Hour	\$75.00	\$86.25		Carysbrook Gymnasium	Hour	\$80.00	\$92.00
Carysbrook Gymnasium (w/out tarp)	Hour	\$50.00	\$57.50					
Carysbrook Athletic Field (w/ lights)	Hour	\$20.00	\$23.00		Carysbrook Sports Complex Baseball Field	Hour	\$25.00	\$28.75
Carysbrook Athletic Field (w/o lights)	Hour	\$10.00	\$11.50		Carysbrook Sports Complex Softball Field	Hour	\$25.00	\$28.75
Comm. Center Multi-Purpose Rm (125 people)	Hour	\$75.00	\$86.25		Comm. Center Multi-Purpose Rm (125 people)	Hour	\$90.00	\$103.50
					Comm. Center Multi-Purpose Rm (125 people)	Hour w/ABC	\$100.00	\$115.00
Comm. Center Meeting Rm (30 people)	Hour	\$20.00	\$23.00		Comm. Center Meeting Room (30 people)	Hour	\$30.00	\$34.50



Facility Rental Rates, Current and Proposed (cont.)

Current Fees

New Proposed Fees

Facility Requested	Unit	Resident Fees	Non Resident Fees (15%)	Facility Requested	Unit	Resident Fees	Non Resident Fees (15%)
Pleasant Grove Park Pole Barn (w/ electricity)	Day	\$100.00	\$115.00	Pleasant Grove Park Pole Barn	8am-1pm	\$80.00	\$92.00
Pleasant Grove Park Pole Barn (w/o electricity)	Day	\$75.00	\$86.25	Pleasant Grove Park Pole Barn	3pm-Dusk	\$80.00	\$92.00
				Pleasant Grove Park Pole Barn	Day	\$150.00	\$172.50
Pleasant Grove Park Baseball/Softball Field	Hour	\$10.00	\$11.50	Pleasant Grove Park Baseball/Softball Field	Hour	\$15.00	\$17.25
Pleasant Grove Park Soccer Field (3 avail)	Hour	\$10.00	\$11.50	Pleasant Grove Park Soccer Field (3 avail)	Hour	\$15.00	\$17.25
Civil War Park	Day	\$50.00	\$57.50	Civil War Park	Day	N/A	N/A
Eastern Trailhead Large Pavilion (40 people)	Day	\$50.00	\$57.50	Eastern Trailhead Large Pavilion (40 people)	Day	\$50.00	\$57.50
Eastern Trailhead Small Pavilion (25 people)	Day	\$25.00	\$28.75	Eastern Trailhead Small Pavilion (25 people)	Day	\$25.00	\$28.75



Equipment Rental Rates, Current and Proposed

Current Fees

New Proposed Fees

Equipment Requested	Unit	Resident Fees	Non Resident Fees (15%)		Equipment Requested	Unit	Resident Fees	Non Resident Fees (15%)
Chairs (150 avail)	Day	\$1.00	\$1.15		Chairs (150 avail)	Day	\$4.00	\$4.60
Tables - 6' Rectangular (70 avail)	Day	\$3.00	\$3.45		Tables - 6' Rectangular (70 avail)	Day	\$6.00	\$6.90
Tables - 8' Round (12 avail)	Day	\$5.00	\$5.75		Tables - 8' Round (12 avail)	Day	\$8.00	\$9.20
14' x 20' Tent Canopy (2 avail)	Day	\$75.00	\$86.25		14' x 20' Tent Canopy (2 avail)	Day	\$100.00	\$115.00
18' x 30' Tent Canopy (4 avail)	Day	\$100.00	\$115.00		18' x 30' Tent Canopy (4 avail)	Day	\$150.00	\$172.50
Canoes (8 avail; includes life vest and paddle)	Weekday	\$25.00	\$28.75		Canoes (8 avail; includes life vest and paddle)	Weekday	\$25.00	\$28.75
Canoes (8 avail; includes life vest and paddle)	Weekend	\$45.00	\$51.75		Canoes (8 avail; includes life vest and paddle)	Weekend	\$60.00	\$69.00
Kayaks (4 avail; includes life vest and paddle)	Weekday	\$25.00	\$28.75		Kayaks (8 avail; includes life vest and paddle)	Weekday	\$25.00	\$28.75
Kayaks (4 avail; includes life vest and paddle)	Weekend	\$45.00	\$51.75		Kayaks (8 avail; includes life vest and paddle)	Weekend	\$60.00	\$69.00

Pleasant Grove Park Event/Wedding Rental Areas

Pole Barn Area



House Grounds Area



QUESTIONS?





Rental and Special Event Application and Checklist

Parks and Recreation Department

Thank you for choosing Fluvanna County for your upcoming event. We are ready to assist!
 Completion of this application is the first step in process to secure the necessary approvals for your event.

APPLICANT INFORMATION						
<i>Please notify the Parks Department if any information below changes.</i>						
Applicant Name (Last, First MI)			18 Yrs of Age or Older? <input type="checkbox"/> Yes <input type="checkbox"/> No		County Resident? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Application Type: <input type="checkbox"/> Individual <input type="checkbox"/> Non-Profit Org. <input type="checkbox"/> For Profit Org.				Liability Insurance?* <input type="checkbox"/> Yes <input type="checkbox"/> No		
Business / Organization / Group Name			Event On-Site Manager Name and Phone Number			
Mailing address			City		State	Zip
Phone	Cell	Email		Event Type/Time		

- | General Requirements |
|--|
| <ol style="list-style-type: none"> 1. Submit your application to Fluvanna County Parks and Recreation at least ninety (90) days before your event (may be submitted up to twelve (12) months in advance). 2. Deposit required with application to secure date(s). 3. Fee Payments required two (2) weeks prior to the event. 4. Supporting documents can be submitted with your application or at least 30 days prior to the event. 5. Incomplete, illegible, and/or unsigned applications will not be processed. 6. For questions or assistance, please contact Parks and Recreation at (434) 589-2016. |

- | Complete Rental Application (Page 2)
for any of the following rentals: | | |
|--|--|---|
| <ul style="list-style-type: none"> Community Center Rooms Canoe or Kayak | <ul style="list-style-type: none"> Carysbrook Gym Athletic Fields (hourly) | <ul style="list-style-type: none"> Tents, Tables, and Chairs Picnic Shelter (under 50 people) |

- | Complete Special Event Application (Pages 3-6)
for any gathering with any of the following elements: | | |
|--|--|---|
| <ul style="list-style-type: none"> Community Event Alcohol Tents Picnic Shelter (50+ people) | <ul style="list-style-type: none"> Walk/Run Event Amplified sound Inflatables Stages | <ul style="list-style-type: none"> Sports Tournaments Sales of food, goods, or merchandise Wedding |

Special Event Fees (Admission/Non-Admission Events) * 50% discount for 501(c) Organizations						
---	--	--	--	--	--	--

	Pole Barn Area	Pole Barn Area w/ ABC	House Grounds Area	House Grounds Area w/ ABC	Entire Park Event Area	Entire Park Event Area w/ABC
Events	\$350	\$400	\$350	\$400	\$700	\$750
Weddings	\$250	\$300	\$250	\$300	\$500	\$550

Rental Application

- Photo ID required
- \$200 Deposit required per venue or equipment rental when Application is submitted

Facility Requested	Unit	Fees		Date(s)	Total Fee
		Resident	Non-Resident		
Carysbrook Gymnasium	Hour	\$80.00	\$92.00		
Carysbrook Sports Complex Baseball Field	Hour	\$25.00	\$28.75		
Carysbrook Sports Complex Softball Field	Hour	\$25.00	\$28.75		
Comm. Center Multi-Purpose Rm (125 people)	Hour	\$90.00	\$103.50		
Comm. Center Multi-Purpose Rm (125 people)	Hour w/ABC	\$100.00	\$115.00		
Comm. Center Meeting Room (30 people)	Hour	\$30.00	\$34.50		
Pleasant Grove Park Pole Barn	8am-1pm	\$80.00	\$92.00		
Pleasant Grove Park Pole Barn	3pm-Dusk	\$80.00	\$92.00		
Pleasant Grove Park Pole Barn	Day	\$150.00	\$172.50		
Pleasant Grove Park Baseball/Softball Field	Hour	\$15.00	\$17.25		
Pleasant Grove Park Soccer Field (3 avail)	Hour	\$15.00	\$17.25		
Civil War Park	Day	\$50.00	\$57.50		
Eastern Trailhead Large Pavilion (40 people)	Day	\$50.00	\$57.50		
Eastern Trailhead Small Pavilion (25 people)	Day	\$25.00	\$28.75		
Equipment Requested					
Chairs (150 avail)	Day	\$4.00	\$4.60		
Tables - 6' Rectangular (70 avail)	Day	\$6.00	\$6.90		
Tables - 8' Round (12 avail)	Day	\$8.00	\$9.20		
14' x 20' Tent Canopy (2 avail)	Day	\$100.00	\$115.00		
18' x 30' Tent Canopy (4 avail)	Day	\$150.00	\$172.50		
Canoes (8 avail; includes life vest and paddle)	Weekday	\$25.00	\$28.75		
Canoes (8 avail; includes life vest and paddle)	Weekend	\$60.00	\$69.00		
Kayaks (8 avail; includes life vest and paddle)	Weekday	\$25.00	\$28.75		
Kayaks (8 avail; includes life vest and paddle)	Weekend	\$60.00	\$69.00		
HOLD HARMLESS CLAUSE					
<ul style="list-style-type: none"> The responsible party / renter agrees to hold harmless the Department of Parks and Recreation, Fluvanna County, and its officials and employees from and against any and all claims, suits, actions, damages and/or causes of action during the term of this agreement, for any personal injury, loss of life, property and/or damage to property sustained in or about the said premises, and from and against all costs, expenses and liability incurred in and about any such claims the investigation thereof or the defense of any action process brought thereon, and from and against any orders and/or judgments that may be entered therein including court costs and attorneys' fees, arising out of or resulting, directly or indirectly, from the Service Provider's (or Service Provider's subcontractor's) performance or breach of the contract. The responsible party / renter also agrees that by signing below they will pay for any damages incurred while using the facility and certifies that the rules for use have been read and understood. 					
Applicant Signature		Applicant Title		Date	

Special Event Application

- * Applicants must submit a copy of their **Certificate of General Liability Insurance** in the amount of \$1,000,000 naming Fluvanna County as “additional insured” and the certificate holder for the date(s) of your event to include set up and tear down dates.
- * Applicants must also have Fluvanna County listed on the applicants General Liability policy of insurance, including coverage for property damage while park property is occupied by the permittee.
- * Supporting documents below can be submitted with your application **or at least 30 days prior to the event:**
 - Certificate of insurance (*Listing Fluvanna County as “Additional Insured”*)
 - Any additional permits and licenses required (*e.g., ABC License, Health permit, etc.*)
 - *Photo ID required \$200 Deposit required per venue or equipment rental when Application is submitted*

Section A – EVENT INFORMATION

Event Name	Event Description	Open to General Public? <input type="checkbox"/> Yes <input type="checkbox"/> No
------------	-------------------	---

Anticipated Participants: 51– 250 151- 500 501 – 2,500 2,501 – 5,000 5,000+

Event Type (*check all that apply*)

<input type="checkbox"/> Parade/Run/Walk/Bike Event	<input type="checkbox"/> Festival	<input type="checkbox"/> Private Party	<input type="checkbox"/> Trail Ride	<input type="checkbox"/> Tournament
<input type="checkbox"/> Community Event	<input type="checkbox"/> Wedding	<input type="checkbox"/> Sporting Event	<input type="checkbox"/> Concert	<input type="checkbox"/> Family Reunion

Event Location Requested (*check all that apply*)

Pleasant Grove Park: <input type="checkbox"/> House Grounds Area	<input type="checkbox"/> Pole Barn Area	<input type="checkbox"/> Entire Event Area	<input type="checkbox"/> Athletic Fields
Carysbrook Sports Complex: <input type="checkbox"/> Gymnasium	<input type="checkbox"/> Baseball Field	<input type="checkbox"/> Softball Field	
Community Center: <input type="checkbox"/> Stage Room (125)			
Civil War Park: <input type="checkbox"/> Grounds			

Event Date	Set-Up Time	Start Time	End Time	Breakdown Time

Event Activities (*check all that Apply*)

<input type="checkbox"/> Vendors (non-food)	<input type="checkbox"/> Alcohol	<input type="checkbox"/> Bleachers	<input type="checkbox"/> Petting Zoo	<input type="checkbox"/> Staging
<input type="checkbox"/> Vendors (food)	<input type="checkbox"/> Barricades	<input type="checkbox"/> Tent(s)	<input type="checkbox"/> Banners/Signs	<input type="checkbox"/> PA System
<input type="checkbox"/> Mechanical Rides/ Inflatables	<input type="checkbox"/> Live Music	<input type="checkbox"/> Satellite Parking	<input type="checkbox"/> Generator(s)	<input type="checkbox"/> Other: _____

Section B – MEDICAL

Please include the event’s medical communication plan, contact number, first aid station location, and types of resources that will be at the event, description of how resources will be managed and deployed, as well as hours of set-up and dismantle of medical aid stations, as applicable.

Section C – FOOD, MERCHANDISE, AND ALCOHOL VENDOR INFORMATION

A vendor is anyone who is serving, selling or sampling food, beverages or merchandise. Please note, any individual or organization cooking food on site to be sold to the general public on County property MUST obtain a permit through the Fluvanna County Health Department at (434) 972-6259 and present a copy of endorsement with this application along with your Coordinators Check List.

Food Service *(check all that apply)*

- | | | |
|--|--|--|
| <input type="checkbox"/> Served | <input type="checkbox"/> Sold | <input type="checkbox"/> Catered |
| <input type="checkbox"/> Prepared in a Kitchen | <input type="checkbox"/> Prepared Outdoors | <input type="checkbox"/> Delivered from another location |

Merchandise/Crafts *(specify the number and types of vendors expected)*

Alcohol Service *(check all that apply)*

Copy of ABC Permit must be filed with Parks & Recreation office

- | | | | | | |
|---------------------------------|-------------------------------|-------------------------------|-------------------------------------|--|---------------------------------|
| <input type="checkbox"/> Served | <input type="checkbox"/> Sold | <input type="checkbox"/> Wine | <input type="checkbox"/> Draft Beer | <input type="checkbox"/> Bottled/Canned Beer | <input type="checkbox"/> Liquor |
|---------------------------------|-------------------------------|-------------------------------|-------------------------------------|--|---------------------------------|

Vendor providing the alcohol?

- Yes No

Alcohol Vendor Name(s) and Phone Number(s)

Section D – SECURITY

- As an event organizer, you are responsible for the actions and conduct of any and all persons and organizations (participants, spectators, sponsoring organization, its officers, employees, agents or person under their control as permitted by law) associated with the permitted event. The event organizer is also responsible for and will accept all costs related to policing, cleaning, and restoring the venue after the event or activity, and will reimburse Fluvanna County for any such costs incurred.
- Please provide a detailed security plan for your event if: (1) alcohol is being served, (2) materials or equipment are left overnight and/or, (3) live entertainment is provided. This document should indicate the number of security personnel per shift throughout each day of the event. The County reserves the right to require security at any special event if deemed necessary.

Private Security being used?

- YES NO

Security Company Name

Mailing Address

City

State

Zip

Phone

Cell

Fax

Email

Day of Event Contact

Phone

Cell

Section E – RESTROOMS AND WASTE DISPOSAL

Portable Restroom pick-up date and time must be within 2 days of event conclusion.

Trash Receptacles?

Portable Restrooms?

Handicapped Portable Restrooms?

Portable Restroom Provider Name

Phone Number

Delivery Date

Pick-Up Date

Section F – STRUCTURES, TENTS, BLEACHERS, AND STAGES

Any structure, tent, bleacher or stage that will be inspected prior to the event may require additional forms and permit requests.

Tents (Codes: **C** - Cooking underneath; **S** - Sales of food, merchandise, etc.; **D** – Info, registration, non-sales displays)

Code	No. of Tents:	Sizes (Sq Ft)

Bleachers, Stage(s), or Scaffolding

Size	Supplier

Mechanical Rides or Inflatables

Section G – PARKING AND TRANSPORTATION

Special parking permits and signage may be required.

How will people get to/from your event?

- Personal Vehicles
- Shuttle/ Satellite Parking
- Other; Explain: _____

Where will the event attendees/participants park?

- On-Street / Public Parking
- Reserved Parking
- Satellite Parking Location: _____
- School Grounds
- Church Grounds

Special Parking Needs (for RV's, trailer, support vehicles)

Vehicle Description	Location (Provide on-site map)	Purpose

Will your event require additional traffic/parking control at the entrance or anywhere on the grounds? YES NO

Section H – MAP AND LOGISTICS

All site and route maps are subject to the approval of Parks & Recreation Dept.

Site Map (required for all applicants)

Attach a site map clearly indicating the layout of the event. The site map should indicate the relative location of the following: (1) all sources of amplified sound, (2) tents and canopies with sizes; (3) stages, (4) promotional vehicles, (5) inflatables, (6) portable toilets, (6) dumpsters, (7) fencing, barricades, and other structures, (8) proposed driving paths for all equipment and supply vehicles, (9) location of vehicles you wish to retain on county property pre, during, and post event date, (10) locations of alcohol, food and merchandise service/sale, (11) Start/Finish of a walk, run, race event, (12) medical facilities or shelters, and (13) proposed trail or street closures.

Route Map (for runs, walks, bike rides, horse trail rides)

All events that will be a run, walk, or other activity in which participants will be following a course will be required to attach a route map and a written document of the proposed route of the event. For a more detailed route map, please use a free website such as, mapmyrun.com, Bing maps or Google maps.

Attach any event-specific, additional information to the application.

Section I – OTHER PERMITS		
Other County, State, and private agencies may require a permit relative to your event. Please indicate below using the following codes if you have applied or will be applying for a permit from each listed agency. HA – Have Applied WA - Will Apply N/A - Does Not Apply to this Event RP - Received Permit		
Code	Dept / Agency	Issue
	Planning/Zoning Dept:	Noise ordinance
	Health Dept:	Food concessions/ food sampling
	Fire Dept:	Fireworks, pyrotechnics, emergency plan
	Virginia ABC Dept:	Alcoholic beverages
	Building Insp. Dept:	Equipment inspections: tents (900+ sqft), bleachers, amusement rides, generators (30+ amps)
	Sheriff’s Dept:	Request for street, road, and/or parking lot closures
HOLD HARMLESS CLAUSE		
<ul style="list-style-type: none"> The responsible party / renter agrees to hold harmless the Department of Parks and Recreation, Fluvanna County, and its officials and employees from and against any and all claims, suits, actions, damages and/or causes of action during the term of this agreement, for any personal injury, loss of life, property and/or damage to property sustained in or about the said premises, and from and against all costs, expenses and liability incurred in and about any such claims the investigation thereof or the defense of any action process brought thereon, and from and against any orders and/or judgments that may be entered therein including court costs and attorneys’ fees, arising out of or resulting, directly or indirectly, from the Service Provider’s (or Service Provider’s subcontractor’s) performance or breach of the contract. The responsible party / renter also agrees that by signing below they will pay for any damages incurred while using the facility and certifies that the rules for use have been read and understood. 		
Applicant Signature	Applicant Title	Date

Office Use Only - Checklist				
Category	Yes	No	N/A	
Deposit Received				Amount \$ Check #
Fee Received				Amount \$ Check #
Deposit Returned				Amount \$ Date:
Complete Rental/Special Event Application Received				
Photo ID Checked				
ABC License				Date:
IRS 501(c) Status Documents				
Site Map / Route Map				
Parking & Shuttle / Traffic Control / Barricade Plan				
Insurance Certificate of Liability				
Security Required				
Communications Plan				
Park Admin Approval				

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

TAB H

MEETING DATE:	July 1, 2020				
AGENDA TITLE:	Interagency Contract with DEQ for the ZXR West Waterline Extension				
MOTION(s):	<p>I move the Board of Supervisors approve the Interagency Contract between the County of Fluvanna, Virginia, and the Commonwealth of Virginia Department of Environmental Quality (DEQ), for the Zion Crossroads West Waterline Extension engineering costs reimbursement not-to-exceed up to \$200,000, subject to modifications deemed appropriate by the County Administrator and the County Attorney and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.</p>				
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:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>In February 2020, the Virginia Department of Environmental Quality (DEQ) approached the County about extending the Zion Crossroads waterline on Hwy 250 1.3 miles west of where it currently terminates on Memory Lane, to properties contaminated by an old petroleum release. Four petroleum impacted properties currently have water treatment systems until a permanent solution is provided. In addition, two nearby properties are at risk of petroleum contamination. This project extension helps to provide a reliable water source to the affected residents of the County and advances a Phase 2 component earlier with the assistance of DEQ. The estimated cost of the waterline extension will be \$1,500,000.</p> <p>The County has coordinated with DEQ and after discussions, we have received a letter outlining their proposal and available funding. Our county attorney's office has reviewed two separate interagency contracts with DEQ; the first will be for Engineering Services, were DEQ will fund up to \$200,000, and the second will be for Construction Services, were DEQ will fund up to \$800,000 and/or excess of remaining Engineering funds.</p>				

	The contract period shall continue through a period not-to-exceed June 30, 2021.				
FISCAL IMPACT:	<p><u>Project Funding:</u></p> <p>\$1,000,000 DEQ funding reimbursement</p> <ul style="list-style-type: none"> • \$200,000 engineering costs • \$800,000 construction costs <p>\$500,000 (Debt) approved June 17,2020 (final issuance August 2020)</p>				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Interagency Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF ENVIRONMENTAL QUALITY
INTERAGENCY CONTRACT**

This contract is made by and between the **Department of Environmental Quality** (hereinafter referred to as the “Department”) and Fluvanna County (hereinafter referred to as the “Provider”). The parties to this contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

DESCRIPTION OF WORK: The Provider shall carry out the project as set forth in the Contract documents.

CONTRACT PERIOD: The contract period shall be effective upon the Provider’s receipt of a fully executed contract and shall continue through a period not-to exceed June 30, 2021. The Provider shall complete all deliverables in accordance with the “Contract Documents”. The terms and conditions of this contract shall continue until the Department authorizes changes by written notice to the Provider.

PAYMENTS: The Department shall pay the Provider a total not-to-exceed price of \$200,000. Payment shall be made in accordance with the “Contract Documents” and upon receipt of an invoice and/or other appropriate documentation or reports as specified in the “Contract Documents” below, and their acceptance by the Department.

INVOICE ORIGINALS SHALL BE SENT TO:
DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTENTION: ACCOUNTS PAYABLE
P.O. BOX 1105
RICHMOND, VIRGINIA 23218-1105

REPORTING REQUIREMENTS: The Provider shall prepare and submit reports as indicated in the Scope of Work.

THE CONTRACT DOCUMENTS SHALL CONSIST OF:

- (1) This signed form;
- (2) The Scope of Work (as approved and amended by the Department, to include the letter from the Provider dated June 1, 2020; and the letter from Dewberry Engineers, Inc., dated April 29, 2020); and
- (3) The General Terms and Conditions.

PRECEDENCE OF TERMS: In the event of a conflict between or among terms in the documents included in this contract, the following documents control in order from the most important to the least important: General Terms and Conditions; the signed Interagency Contract form; and the Scope of Work.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

PROVIDER

DEPARTMENT OF ENVIRONMENTAL QUALITY

Valerie E. Thomson
Director of Administration and Non-Regulatory
Programs

Date

Date



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

BOARD OF SUPERVISORS

John M. "Mike" Sheridan
Chair
Columbia District

Mozell H. Booker
Vice Chair
Fork Union District

Patricia B. Eager
Palmyra District

Anthony P. "Tony" O'Brien
Rivanna District

Donald W. Weaver
Cunningham District

COUNTY ADMINISTRATION

Steven M. Nichols
County Administrator

Kelly Belanger Harris
Clerk to the Board

June 1, 2020

Zach Pauley
VDEQ - OSRR
1111 E. Main St., Suite 1400
Richmond, VA 23219

Mr. Pauley,

Please see the below Scope of Work for the Fluvanna County - Zion Crossroads Waterline Extension project.

Purpose:

The Virginia Department of Environmental Quality (DEQ) has identified four (4) properties in Fluvanna County currently utilizing groundwater from wells contaminated by an old petroleum release and two (2) properties as being at high risk of well contamination. DEQ has installed carbon filtration units (CFU) as a temporary measure for the properties where wells are contaminated.

These properties are:

- 1533 Richmond Road – CFU installed
- 1505 Richmond Road – CFU installed
- 1491 / 1491A Richmond Road – CFU installed
- 1443 Richmond Road – CFU installed
- 1403 Richmond Road – well at risk of contamination
- 1377 Richmond Road – well at risk of contamination

Through the assistance of funding from DEQ, Fluvanna County is seeking to extend a waterline further west from the current waterline termination point under construction at the intersection of Route 250 and Memory Lane. This project will extend the waterline from Memory Lane to 1377 Richmond Road and provide water service connections to the above six (6) properties. DEQ will abandon the wells associated with each property once each property is connected to the new waterline. The waterline extension includes approximately 1.3 miles or 6,865 linear feet (LF) of waterline and associated appurtenances. The work on this extension is referred to herein as the Project.

It is anticipated that there will be two contracts between Fluvanna County and DEQ, one for engineering costs and one for construction costs. The contract for engineering costs will detail that DEQ will directly pay certain not-to-exceed costs associated with engineering aspects of the Project, to include, but not limited to; preliminary through final design, subsurface utility engineering, valve design, surveying, geotechnical, environmental investigation, permitting and bidding assistance and review.

The contract for construction costs will detail that DEQ will pay directly for the costs of the Project associated with constructing the waterline, which include, but are not limited to, required environmental remediation, permits, approvals, other system installation required to allow the waterline extension to function, site preparation, grading, site repairs, re-sodding, repaving, the waterline itself and all fixtures and appurtenances related thereto, site safety requirements, flag-men, traffic control, construction administration, Project management, Project plan revisions and modifications by an engineer required during construction, and construction inspection services and other work, items and materials being required for, related to or a part of the waterline extension, and contingent construction costs.

The contracts are subject to review by both parties and each party's counsel; and this Project and the County's agreement with DEQ are specifically contingent on acceptance and approval of the terms of the final contracts between the County and DEQ, which shall be made or refused in each party's sole discretion. The contracts and any approval thereof shall in all respects be made in accordance with applicable law. The County understands that DEQ will circulate the first draft for review of the contracts.

Once the design is final and after the bidding process has been completed, if the construction costs are acceptable to both parties, the project will proceed.

Fluvanna County understands DEQ's proposal letter that was received on March 13, 2020 will provide funding as follows:

- DEQ will pay up to \$200,000 for engineering aspects as stated above. The Dewberry proposal is \$149,769.00 (previously provided to DEQ), but not all anticipated engineering costs are included, for example, and without limitation, the costs of bidding assistance and review are not included in this proposal and will be required for the Project. In addition, additional engineering work, change orders, environmental concerns and other matters could all result in cost increases.
- If the final cost of the engineering covered by this requisition comes in below \$200,000, the difference in the actual cost and \$200,000 may be applied towards the cost of the waterline construction.
- The \$200,000 is a not-to-exceed cost; if expenditures for the engineering exceed \$200,000, those costs are the responsibility of Fluvanna County.
- Fluvanna will receive up to \$800,000 from DEQ towards the construction of the waterline, plus any monies saved during the engineering phase.
- If the cost of the waterline construction exceeds DEQ's contributions, Fluvanna is responsible for remaining construction costs for completing the waterline.
- DEQ's total not-to-exceed price for the design and construction of the waterline equals \$1,000,000. Additional costs are the responsibility of Fluvanna.

Invoicing

Upon execution of the contract documents, Fluvanna County shall submit invoices during the term of this project in an amount not-to-exceed \$1,000,000 to the Virginia Department of Environmental Quality as work is completed. Invoices shall be submitted upon completion of the below estimated schedule:

- Engineering Costs – Total \$200,000.00:

- Submittals will be sent every 3 months based upon actual expenditures, until engineering costs have been expended.
- It is anticipated that the Notice to Proceed will take place July 1, 2020 and the final invoice submitted will be by June 30, 2021.
- Construction Costs – Total \$800,000.00:
 - Submittals will be sent every 3 months based upon actual expenditures, until construction costs have been expended.
 - It is anticipated that the Notice to Proceed will take place March 1, 2021 and the final invoice submitted will be by March 30, 2022.

~~Upon approval of the invoices by DEQ, payment will be made to Fluvanna County by interagency transfer.~~

Please contact my office at (434) 591-1910 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric M. Dahl". The signature is written in a cursive, flowing style.

Eric M. Dahl
County Administrator



Dewberry Engineers Inc. | 804.290.7957
4805 Lake Brook Drive, Suite 200 | 804.290.7928 fax
Glen Allen, VA 23060 | www.dewberry.com

April 29, 2020

Mr. Eric Dahl
County Administrator
County of Fluvanna
132 Main Street
Palmyra, Virginia 22963

VIA E-MAIL

**RE: Proposal for Professional Services
Zion Crossroads Waterline Extension
Transfer Residents from Contaminated Wells to Public Water System**

Dear Mr. Dahl:

Dewberry Engineers Inc. (Dewberry) is pleased to submit our proposal, in response to your request, to provide professional services for an extension of the western end of the waterline contained in the Zion Crossroads Water System Project to allow the transfer of properties currently impacted by contaminated wells to the public water system. Dewberry's Project Understanding, Scope of Services, and Fee have been developed based on phone and email correspondence. The Work will be performed in accordance with the Term Agreement for Professional Engineering Services, executed October 8, 2018.

PROJECT UNDERSTANDING

Dewberry understands the Virginia Department of Environmental Quality (VDEQ) has identified four (4) properties in Fluvanna County currently utilizing groundwater from wells contaminated by an old petroleum release and two (2) properties as being at high risk of well contamination. VDEQ has installed carbon filtration units (CFU) as a temporary measure for the properties where wells are contaminated. These properties are:

- 1533 Richmond Road – CFU installed
- 1505 Richmond Road – CFU installed
- 1491 / 1491A Richmond Road – CFU installed
- 1443 Richmond Road – CFU installed
- 1403 Richmond Road – well at risk of contamination
- 1377 Richmond Road – well at risk of contamination

Through the assistance of funding from VDEQ, the Fluvanna County Department of Public Works (FCDPW) is seeking to extend a 12-inch waterline further west from the current waterline termination point under construction at the intersection of Route 250 and Memory Lane. This proposal includes design phase services to extend waterline from Memory Lane to 1377 Richmond Road and provide water service connections to the above six (6) properties. VDEQ will abandon the wells associated with each property once each property is connected to the new waterline. The waterline extension includes approximately 1.3 miles or 6,865 linear feet (LF) of 12-inch waterline and associated appurtenances. Attachment B shows the anticipated location and extent of the 12-inch waterline.

Mr. Eric Dahl
April 29, 2020

It is anticipated that the proposed work under this proposal will require survey, geotechnical investigation, subsurface utility investigation, environmental investigation including wetlands flagging/delineation, design services, and submission to regulatory agencies and the funding agency for review and approval. Bidding and construction phase services are not included with this proposal.

Dewberry understands the waterline extension will be installed within the limits of the existing right-of-way and/or public utility easements to be obtained by FCDPW along Route 250. While permanent utility easements and temporary construction easements are anticipated for the project, the quantity of easement plats will be unknown until the waterline alignment is finalized; therefore, preparation of easement plats is not included in this proposal. Services to prepare easement plats are anticipated under separate task order at a rate of \$700 per easement plat.

SCOPE OF SERVICES

Dewberry will perform the services outlined below.

1. Preliminary Design Phase

- 1.1 Collect and review available existing information relative to existing utilities, wells, septic systems, and environmental issues within the project corridor.
- 1.2 Identify preliminary alignment for the 12-inch waterline and evaluate potential issues, such as easement acquisition requirements, utility impacts, power line corridor impacts, wetland impacts, creek/stream crossings, road crossings, and traffic control.
- 1.3 Identify/define preliminary pressure reducing valve location and flow requirements based on modeling to be completed by Dewberry.
- 1.4 Conduct a field walkthrough to review potential issues associated with preliminary alignment.
- 1.5 Adjust alignment based on field walkthrough and submit to FCDPW for review. Preliminary alignment plans will include:
 - Topography based on GIS mapping
 - Existing utility information based on available data/mapping
 - Horizontal pipeline alignment showing stationing
 - Affected property owner information (based on GIS mapping)

2. Subsurface Utility Designation

- 2.1 Underground utility designations along Route 250 from Memory Lane to 1337 Richmond Road will be provided by our subconsultant, Accumark.
- 2.2 Accumark will perform utility designation in compliance with Quality Level B. Known non-locatable utilities shall be added to the designation mapping at Quality Level C or D, as appropriate.
- 2.3 Accumark will field survey all utility markings along the utility designation corridor and develop a CAD file with all utility markings for incorporation into the design documents.

3. Surveying

- 3.1 Conduct research of the land records for the right-of-way and adjoining parcels on one side of Richmond Road (side of road where waterline installation is determined during the Preliminary Design) to compile the parcel lines based on apparent corners found in the field.

Mr. Eric Dahl
April 29, 2020

- Easements found in the development of the basemap will be shown. **Note: this proposal does not include boundary surveys or title searches of the properties along the project corridor.** Dewberry recommends FCDPW have a title search be completed on each potentially impacted parcel. If Dewberry is provided a complete and up-to-date Title Report, which includes all plats, deeds, and other documents, then these easements and encumbrances will be shown on the survey for this project. It is recommended that these be provided prior to the completion of the survey for the benefit of the design engineers and shown on the basemap.
- 3.2 Prepare a list of impacted landowners. Coordinate with the FCDPW to obtain permission from each property owner prior to entering private property. Prepare template notification letter of the work to be performed on private properties to assist the FCDPW with obtaining permission from the property owners for access across properties that may be impacted. Dewberry shall mail the notification letters to property owners. Acquiring access permission for field activities will be the responsibility of the FCDPW.
 - 3.3 Establish survey control and benchmarks. Survey will be tied to Virginia State Plane Coordinates – South Zone, NAD 83 horizontal and NAVD 1988 vertical, and will be tied into local County geodetic monumentation.
 - 3.4 Perform a field run topographic survey resulting in drafted topography in accordance with the Virginia Administrative Code 18VAC 10-20-382 at a scale of 1" = 30' with 2-foot contour intervals and selected spot elevations. Field survey will include all physical features within the project area, including significant trees, hedge rows and landscaping, property corners, fences, mailboxes, edges of pavement, curb and gutter, ditches, visible utilities, manhole rims and inverts, and any other visible manmade improvements located within the right-of-way or anticipated easements. The area to be surveyed is along the proposed waterline corridor shown in Attachment B. Dewberry estimates that approximately 17 acres of topography are required, as the survey swath will include the roadway edge of pavement and a 100' strip along either the north or the south of the roadway (to be determined after the field walk in the Preliminary Design phase).
 - 3.5 GIS data provided by the FCDPW will be used to supplement collected survey data.

4. Geotechnical Engineering

- 4.1 Geotechnical Engineering Services will be provided by our sub-consultant Schnabel Engineering Associates.
- 4.2 Schnabel anticipates a total of fifteen (15) borings along the alignment drilled at roughly 500 horizontal foot spacing. A total drilling depth of 225 linear feet is included in this proposal. It is assumed boring locations will be accessible with truck and ATV-mounted equipment. Obtaining a VDOT Land Use Permit and 3 days of traffic control are included in this proposal. It is assumed work in VDOT right-of-way will be restricted to the hours between 9 AM and 3 PM.
- 4.3 Boring locations will be recorded in the field utilizing a sub-meter accuracy GPS unit.
- 4.4 Prepare a comprehensive geotechnical engineering report based on the results of field investigations. The geotechnical report will provide recommendations for pipe bedding support, earthwork, rock excavation, dewatering, and jack and bore considerations.
- 4.5 The findings and recommendations detailed in the geotechnical report will be addressed during the design phase.

Mr. Eric Dahl
April 29, 2020

5. Environmental Investigation and Permitting Services

- 5.1 Dewberry will perform a wetland and stream delineation in accordance with the methods listed in the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual. Dewberry will conduct wetland and stream delineations/determinations for a 100' wide corridor along the water alignment routing as shown on Attachment B.
- 5.2 Field indicators of hydrophytic vegetation, hydric soils, and wetland hydrology will be observed and recorded to generally determine the approximate wetland boundaries. Boundaries of jurisdictional wetlands and streams will be flagged with survey tape and pin flags. Data points will be taken at appropriate wetland areas using approved USACE data forms to characterize the type of wetland community found. Dewberry will also record the general composition of vegetation identified onsite.
- 5.3 Field location of flagging for the wetland and stream locations identified during delineation will be provided by Dewberry using a Trimble Geo 7x handheld Global Positioning System (GPS) device.
- 5.4 The data gathered during the wetland and stream delineation will be used to prepare a Waters of the US (WOUS) Delineation Report. The report will include information summarized from the wetland/stream investigation (including wetland data sheets, required jurisdictional determination forms, and site photographs). It will also include map exhibits displaying jurisdictional boundaries.
- 5.5 The WOUS Delineation Report will be forwarded to the US Army Corps of Engineers (USACE) – Western Richmond Field Office with a request for preliminary jurisdictional determination (PJD) verification. This task assumes one on-site meeting for the PJD with the Corps of Engineers.
- 5.6 Dewberry will complete a database review and submit an online request for a US Fish & Wildlife (USFWS) IPaC (Information, Planning, and Conservation) review of the additional project area, including the completion of a desktop species conclusion table based on site information gathered during field work.
- 5.7 Dewberry will complete and submit a Project Review request to the DCR Division of Natural Heritage to determine the potential or likely presence of rare, threatened or endangered species within the additional project area. Dewberry will also complete a search of the VA Department of Game and Inland Fisheries (DGIF) database to determine any documented occurrences of State Listed species within the additional project area. This will provide information about federally protected sensitive resources within the vicinity of the project.
- 5.8 Depending on the total project impacts, Dewberry will compile and submit a Pre-Construction Notification (PCN) or Joint Permit Application (JPA) permit package for the U.S. Army Corps of Engineers. The application will include general information about the applicant, the amounts and types of waters and wetlands proposed to be impacted, and any alternatives analysis detailing the avoidance and minimization efforts made. The application will include graphics detailing the proposed project and unavoidable impacts. Dewberry will analyze the wetland areas to be affected by the proposed plan, summarize the results in both narrative and tabular formats and submit the application package to the Corps. A JPA permit package is assumed.

6. Pressure Reducing Valve Vault Design

- 6.1 Prepare 100% mechanical/civil plans for the pressure reducing valve (PRV) vault. This will include mechanical plan and sections of the vault and a site layout. The 100% plan sheets will

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be incorporated in the 100% waterline design plans. It is assumed electrical service is not required at the PRV vault. It is also assumed that there will not be SCADA monitoring of the PRV vault. A sump area will be designed into the structure where any water will collect for removal but a sump pump system will not be provided and it is assumed that FCDPW personnel will periodically remove any accumulated water.

- 6.2 Address comments from FCDPW for the PRV vault.
- 6.3 Prepare technical specifications for the PRV vault components and incorporate into the waterline technical specifications.

7. Final Design

- 7.1 Develop 100% design plans for review by FCDPW, regulatory agencies, and the funding agency. 100% plans will be prepared on 24" x 36" sheets with a title block for recording the sheet title, approval and date, revisions and dates, and seal.
- 7.2 The 100% submission will include the following:
 - Cover sheet with location map, sheet index, and project title
 - General notes and legend sheet
 - Fluvanna County standard notes
 - Overall plan with sheet index and survey control points
 - Horizontal (plan view) and vertical (profile view) pipeline alignment with stationing (minimum horizontal scale of 1" = 30' and minimum vertical scale of 1" = 5')
 - Field topographic survey with control points
 - Existing utilities based on results of SUE designations
 - Pipe type, class, and diameter
 - Utility crossings
 - All appurtenances, including valves, tees, hydrants, blow-offs, air release valves, meter setting locations, and monitoring and control devices
 - Geotechnical boring data
 - Limits of disturbance and easements (if applicable)
 - Wetland/stream delineation (if applicable)
 - Floodplain and County RPA areas (if applicable)
 - Erosion and sedimentation control measures
 - Pressure Reducing Valve Vault notes and details
 - Pipeline trenching and bedding details
 - Construction phasing/sequencing plan
 - E&S control narrative and notes sheet
 - Traffic control plans, notes and details
 - Technical specifications
 - Opinion of probable construction cost
- 7.3 Develop a Project Manual using the County's standard format to contain contract documents, bidding documents, funding agency contract inserts, and technical specifications.
- 7.4 Submit plans to FCDPW, necessary review agencies, and the funding agency. Anticipated regulatory agency reviews include Virginia Department of Transportation (VDOT), Virginia Department of Health (VDH), Virginia Department of Environmental Quality (VDEQ), and Fluvanna County Department of Public Works. A hydraulic modeling certification will be required by VDH – it is assumed the current hydraulic model will need to be updated with this

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- waterline extension. Coordinate with agencies to address any comments and obtain approvals.
- 7.5 Meet with FCDPW to review 100% contract documents and address any comments.
- 7.6 Prepare permit applications and address comments received by regulatory agencies and funding agency.
- 7.7 Complete 100% final bidding documents and obtain final project approvals and necessary permits.

SCHEDULE

Dewberry can begin work on this project immediately upon receiving a Notice to Proceed. Our proposed milestone schedule for design is outlined below.

Notice to Proceed.....	May 15, 2020
Preliminary Design Submission	July 10, 2020
FCDPW Review	July 31, 2020
Field Activities (SUE, Geotech, Environmental, Survey).....	September 11, 2020
100% Design Submission	November 6, 2020
County/Regulatory Agency Review	January 8, 2021
Bid Documents Submission	January 29, 2021

FEE

Dewberry’s fee for these services is broken out as follows. A copy of our man-hour breakout estimate is included as Attachment A.

Design Services

1. Preliminary Design	\$11,950
2. Subsurface Utility Engineer (SUE)	\$31,369
3. Surveying.....	\$32,280
4. Geotechnical Engineering	\$17,745
5. Environmental Investigation and Permitting.....	\$13,520
6. PRV Design	\$9,160
7. Final Design.....	\$33,745

Total for Design Services\$149,769

EXCLUSIONS

1. Specific services outside of those identified in the Scope of Services outlined above will be deemed an additional service.
2. County representatives to coordinate with all property owners that will be impacted by the proposed investigative activities.
3. Due to the linear nature of the proposed utility project, which will not disturb greater than one (1) acre of land on any given day of construction, the completion of a Virginia Stormwater Management Program (VSMP) registration statement and preparation of a Stormwater Pollution Prevention Plan (SWPPP) are not anticipated for this project and therefore are not included in this proposal.

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4. Endangered species surveys
5. Soil corrosivity testing
6. Wetland mitigation and banking
7. Floodplain studies
8. Environmental site assessments
9. Preparation of easement plats
10. Easement acquisition or property appraisal services
11. Permitting application/registration fees
12. Bidding assistance, construction administration, and construction inspection services are not included in this proposal.

AUTHORIZATION

If this proposal meets with your approval, please provide an executed purchase order in accordance with the Term Agreement for Professional Engineering Services, executed October 8, 2018. Receipt of the executed purchase order will serve as our authorization to proceed.

We look forward to the opportunity of serving Fluvanna County on this project. If you have any questions or if you require additional information regarding our proposal, please feel free to give us a call.

Sincerely,

Dewberry Engineers Inc.



Danylo A. Villhauer, PE, LEED AP
Associate Vice President

Attachment A: Manpower and Fee Estimate
Attachment B: Anticipated Waterline Extension Route

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FLUVANNA COUNTY ZION CROSSROADS WATERLINE EXTENSION TO CONTAMINATED WELLS FEE ESTIMATE FOR ENGINEERING SERVICES April 29, 2020												
PROJECT TASKS	HOURS DEDICATED TO SUBTASK											TOTAL COST
	CONTRACT MANAGER	PROJECT MANAGER	PROJECT ENGINEER	STAFF ENGINEER	DESIGNER	CADD TECH	ADMIN PROF	SURVEYOR	SURVEY PARTY	CONST INSP I	REIMBURSABLE/SUBCONSULTANT	
	205.00	175.00	140.00	110.00	100.00	85.00	60.00	120.00	150.00	65.00		
BASIC SERVICES												
Preliminary Engineering												
Collect and review existing utility/environmental information			8	12								
Identify alignment & evaluate potential issues/impacts		2	8	24								
Identify/model PRV location and flow requirements			4	8								
Field walkthrough		6	6									
Adjust alignment and submit to FCDPW for review		2	6	8								
Subtotal	0	10	32	52	0	0	0	0	0	0	0	\$0
Subsurface Utility Engineering (SUE)												
Quality Level B Designation & Survey Operations												\$31,369
Subtotal	0	0	0	0	0	0	0	0	0	0	0	\$31,369
Surveying												
Property research								40				
Impacted property owners list and notification letter							4					
Establish horizontal and vertical control (benchmarks)									36			
Topographic field survey									120			
Survey data reduction and compilation								32				
Subtotal	0	0	0	0	0	0	4	72	156	0	0	\$0
Geotechnical Engineering												
Field services, laboratory testing, and report												\$17,745
Subtotal	0	0	0	0	0	0	0	0	0	0	0	\$17,745
Environmental Investigation and Permitting												
Desktop analysis and field work - wetland/stream delineation			2	20	32							
Prepare report and obtain PJD confirmation			2	12	24		2					
Prepare JPA			2	12	20		2					
Subtotal	0	0	6	44	76	0	4	0	0	0	0	\$0
PRV Design												
Develop 100% mechanical/civil plans		4	6	32								
Address FCDPW comments			6	8								
Prepare technical specifications		4	12									
Subtotal	0	8	24	40	0	0	0	0	0	0	0	\$0
Final Design												
Develop 100% design plans		8	32	96								\$250
Prepare construction cost estimate		1	2									
Develop Project Manual		8	32									
Coordinate with & submit to regulatory agencies and funding agency		8	24	8								
100% review meeting with FCDPW		4	4									
Address FCDPW and agency comments		4	16	8								
Subtotal	0	33	110	112	0	0	0	0	0	0	0	\$250
TOTAL FOR BASIC SERVICES (Lump Sum)	0	51	172	248	76	0	8	72	156	0	0	\$49,364

Google Maps 1377 Richmond Road



GENERAL TERMS AND CONDITIONS FOR INTERAGENCY CONTRACTS

1. **APPLICABLE LAWS:** This Contract shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
2. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Department shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
3. **CERTIFICATION - CONFLICT OF INTEREST:** The Provider warrants that it has fully complied with the Code of Virginia State and Local Government Conflict of Interests Act (<http://law.lis.virginia.gov/vacode/title2.2/chapter31/>).
4. **CERTIFICATION - DRUG-FREE WORKPLACE:** The Provider warrants that it shall comply with the provisions of Public Law 100-690, Title V, Subtitle D, "Drug-Free Workplace Act of 1988", and all applicable federal implementing regulations, including 15 CFR Part 26 or 40 CFR Part 32, which require that the Provider take steps to provide a drug-free workplace.

The Provider 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 Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace
 - (2) The Provider'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 Contract 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 Contract, the employee will:
 - (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 Department in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- (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 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).

5. **CERTIFICATION - NONDISCRIMINATION:** During the performance of this Contract, the Provider agrees as follows:
 - (a) The Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Provider. The Provider agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Provider, in all solicitations or advertisements for employees placed by or on its behalf, will state that such Provider is an equal opportunity employer.

(c) 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.

The Provider will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

- 6. COLLATERAL CONTRACTS:** Where there exists any inconsistency between this Contract and other provisions of collateral contracts which are made a part of this Contract by reference or otherwise, the provisions of this Contract shall control.
- 7. CREATION OF INTELLECTUAL PROPERTY (NOT APPLICABLE TO CONTRACTS WITH OTHER STATE AGENCIES):** All copyrightable material created pursuant to this Contract shall be considered work made for hire and shall belong exclusively to the Department. Neither party intends any copyrightable material created pursuant to this Contract, together with any other copyrightable material with which it may be combined or used, to be a "joint work" under the copyright laws. If any copyrightable material created pursuant to this Contract cannot be deemed work made for hire or is deemed part of a joint work, the Provider agrees to irrevocably assign, and does hereby irrevocably assign, its entire copyright interest in such material or work to the Department and shall execute and deliver such further documents as the Department may reasonably request for the purpose of acknowledging such assignment.

The Provider warrants that no individual, other than regular employees of the Provider or Department working within the scope of their employment, shall participate in the creation of any copyrightable material to be delivered under this Contract, unless such individual and his or her employer, if any, have signed an intellectual property contract satisfactory to the Department before commencing such participation.

The Department shall have all rights, title and interest in or to any invention reduced to practice pursuant to this Contract. The Provider shall not patent any invention conceived in the course of performing this Contract.

The Provider hereby agrees that, notwithstanding anything else in this Contract, in the event of any breach of this Contract by the Department, the Provider's remedy shall not include any right to rescind or otherwise revoke or invalidate the provisions of this Section. Similarly, no termination of this contract by the Department shall have the effect of rescinding the provisions of this Section.

This provision applies only to materials or documents developed with Contract funds. It does not apply to materials or documents previously copyrighted or registered under the Provider's copyright or trademark or to materials or documents which are developed with other funds.

- 8. DISCLAIMER:** Nothing in this Contract shall be construed as authority for either party to make commitments which will bind the other party beyond the project or work contained herein. Furthermore, the Provider shall not assign, sublet, or subcontract any work related to this Contract or any interest it may have herein without the prior written consent of the Department.
- 9. DOCUMENTS:** The Provider may retain any reports, studies, photographs, negatives, or other documents prepared by the Provider in the performance of its obligations under this Contract and not required to be delivered to the Department. The Department shall have the copyright to all such materials, and unlimited rights to use any such materials. Where necessary for the Department's full enjoyment of its copyrights and other rights referenced in this Contract, the Provider shall provide a clear, reproducible copy of such materials (machine readable upon request) to the Department.

The Provider has permission to reproduce and distribute any material or documents prepared by the Provider and for which the Department owns the copyright, but only where necessary or expeditious to the performance of the Provider's obligations under this contract.

This provision applies only to materials or documents developed with contract funds. It does not apply to materials or documents previously copyrighted or registered under the Provider's copyright or trademark or to materials or documents which are developed with other funds.

- 10. EMPLOYEE ADMINISTRATION AND COSTS:** In the event this Agreement provides funds to the Provider for personnel or personnel related expenditures, the Provider shall be solely responsible for all: (a) personnel administration and obligations, to include, but not limited to: hiring, evaluations, termination, etc.; and (b) costs, to include, but not limited to: payment for leave, unused time, unemployment insurance and unforeseen employment liabilities (e.g. unemployment compensation, leave pay out, workers compensation, etc.). The DEQ shall not assume any responsibilities or obligations as an employer; nor shall the DEQ assume any liability (during or after the term of this Agreement) for personnel related costs incurred by the Provider in order to fulfill its obligations under this Agreement.
- 11. FINANCIAL RECORDS AVAILABILITY:** The Provider agrees to retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by an independent auditor, whichever is earlier. The Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- 12. FISCAL CONTROL:** The Provider shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, contract funds. The Provider shall for the purpose of this contract:
- (a) Provide all accounting, bookkeeping, fiscal, and administrative services required by or related to this Contract.
 - (b) Request partial payment due from the Department in accordance with the terms of this Contract.
 - (c) Maintain appropriate support for all expenditures incurred and maintaining all books, documents, papers, accounting records, and other evidence supporting the costs incurred associated with this Contract. It shall make such materials available at its offices at all reasonable times during the Contract period, and for three years from the date of final payment under this Contract, for inspection and audit by the Department or any authorized representative of the Department.
- 13. INDEMNIFICATION (NOT APPLICABLE TO CONTRACTS WITH OTHER STATE AGENCIES):** Provider agrees to indemnify, defend and hold harmless the Department and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Provider/any services of any kind or nature furnished by the Provider, provided that such liability is not attributable to the sole negligence of the Department or to failure of the Department to use the materials, goods, or equipment in the manner already and permanently described by the Provider on the materials, goods or equipment delivered.
- 14. INTEGRATION AND MODIFICATION:** No alteration, amendment or modification in the provisions of this Contract shall be effective unless it is reduced to writing, signed by the parties and attached hereto.
- 15. LIABILITY (NOT APPLICABLE TO CONTRACTS WITH OTHER STATE AGENCIES):** The Provider shall obtain and maintain, during the life of this Contract, such bodily injury liability and property damage liability insurance as will protect it from claims of damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this contract. If the Provider has a self-insurance program, it may self-insure the risks associated with this Contract in lieu of the commercial insurance required herein.
- 16. PRECEDENCE OF TERMS:** The Contract consists of several documents. In the event of a conflict between or among terms in these documents, the following documents control in order from the most important to the least important: Special Terms and Conditions; General Terms and Conditions; the signed Contract form; and the Scope of Work.

- 17. PRIOR WRITTEN APPROVAL OF CHANGES:** The Provider must obtain prior written approval from the Department for changes to the Contract, including, but not limited to, changes of substance in program activities, designs, or plans set forth in the approved scope of work or project workplan.
- 18. REGULATORY COMPLIANCE:** The Provider shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the project and shall give all Notices required thereby. The Provider hereby consents to inspection by any state regulatory agency having jurisdiction over any part of the work performed with the assistance of the contract funds.
- 19. RENEWAL OF CONTRACT:** The Contract may be renewed by the Department upon written contract by both parties under the terms of the current contract, prior to the expiration.
- 20. SEVERABILITY:** Each paragraph and provision of this Contract is severable from the entire contract; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 21. SUBCONTRACTS:** No portion of the Scope of Work shall be subcontracted without the prior written consent of the Department. The Provider shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of the Contract. The Provider shall comply with all applicable provisions of the Virginia Public Procurement Act in making such awards.
- 22. TERMINATION FOR CAUSE:** The Department reserves the right to terminate the contract in whole, or in part, at any time before the date of completion, upon written notice to the Provider that it has failed to comply with the conditions of the Contract. In connection with such termination, payments made to the Provider or recoveries by the Department shall be in accord with the legal rights and liabilities of the parties.
- 23. TERMINATION FOR CONVENIENCE:** The Department may terminate any resulting contract, in whole or in part, upon thirty (30) days written notice to the Provider specifying the extent to which the performance under the contract is terminated, and the date of termination. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, in whole or in part, after the initial 12 months of the contract period upon thirty (30) days written notice to the other party specifying the extent to which the performance under the contract is terminated, and the date of termination. In addition, (a) the Department may terminate the contract immediately if its funding is terminated or; (b) the Department or the Provider may terminate the contract, in whole, or in part, if both parties agree that the continuation will not produce beneficial results commensurate with further expenditure of funds; in this event, the Department and the Provider shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

In the event the contract (or portion thereof) is terminated (regardless of cause), the Provider shall not incur new obligations for the contract (or terminated portion thereof) after the effective date of termination, and shall cancel as many outstanding obligations as possible; however, termination shall not relieve the Provider of the obligation to deliver and/or perform on all outstanding obligations established prior to the effective date of cancellation.

- 24. ACCESSIBILITY REQUIREMENTS FOR CONTRACT DELIVERABLES:** As applicable, the Provider shall ensure that all:

* Content prepared by the Provider to be published on a DEQ public (or other public website, as designated by DEQ) shall comply with all federal accessibility standards; and

* All (to include, but not limited to) reports, power point presentations, videos, letters, notices, spread sheets, graphs, charts, photos, etc.) shall comply with all regulations that implement Section 508 of the electronic and information technology accessibility standards of the Rehabilitation Act of 1973 (29 U.S.C. § 794d), as amended, and all regulations, policies, procedures, standards, and [guidelines of VITA](#) (to include VITA

resources provided below).

Resources - The Provider may wish to consult the latest Section 508 guidelines issued by:

* The U.S. Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see <http://www.access-board.gov/sec508/guide/index.htm>)

* VITA:

<https://www.vita.virginia.gov/it-governance/itrm-policies-standards/>);

<https://www.vita.virginia.gov/it-governance/itrm-policies-standards/it-accessibility-and-website-standards/>

<https://www.vita.virginia.gov/media/vitavirginiagov/it-governance/pdf/ETAITAccessibilityTopicReportGOV103.pdf>

25. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) LOGO: The Provider shall obtain written authorization from the DEQ Grant Program Manager, prior to utilizing the DEQ logo.

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

TAB I

MEETING DATE:	July 1, 2020				
AGENDA TITLE:	Project Agreement #7 with Dewberry for the ZXR West Waterline Extension System Design and Related Services				
MOTION(s):	<p>I move the Board of Supervisors approve a Project Agreement #7 between the County of Fluvanna, Virginia, and Dewberry Engineers Inc., for the Zion Crossroads West Waterline Extension design and related services:</p> <ol style="list-style-type: none"> 1. Preliminary Design - \$11,950 2. Subsurface Utility Engineer (SUE) - \$31,369 3. Surveying - \$32,280 4. Geotechnical Engineering - \$17,745 5. Environmental Investigation & Permitting – \$13,520 6. PRV Design - \$9,160 7. Final Design - \$33,745 <p>Totaling \$149,769, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.</p>				
STRATEGIC INITIATIVE?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If yes, list initiative(s):		C9
AGENDA CATEGORY:	Public Hearing <input type="checkbox"/>	Action Matter <input checked="" type="checkbox"/>	Presentation <input type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Other <input type="checkbox"/>
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>In February 2020, the Virginia Department of Environmental Quality (DEQ) approached the County about extending the Zion Crossroads waterline on Hwy 250 1.3 miles west of where it currently terminates on Memory Lane, to properties contaminated by an old petroleum release. Four petroleum impacted properties currently have water treatment systems until a permanent solution is provided. In addition, two nearby properties are at risk of petroleum contamination. This project extension helps to provide a reliable water source to the affected residents of the County and advances a Phase 2 component earlier with the assistance of DEQ. The estimated cost of the waterline extension will be \$1,500,000.</p>				

	<p>The County has coordinated with DEQ and after discussions, we have received a letter outlining their proposal and available funding. Our county attorney’s office has reviewed two separate interagency contracts with DEQ; the first will be for Engineering Services, were DEQ will fund up to \$200,000, and the second will be for Construction Services, were DEQ will fund up to \$800,000 and/or excess of remaining Engineering funds.</p> <p>To move forward, we need to engage Dewberry Engineers Inc. for multiple components relating to design and engineering services of the Zion Crossroads West Waterline Extension in Fluvanna County.</p> <p>The scope of services relating to this project agreement shall include, but is not limited to, preliminary design; subsurface utility engineer; surveying; geotechnical engineering; environmental investigation and permitting; PRV design; final design.</p> <p>A future project agreement shall include, but is not limited to, construction phase services; drafting of any construction bid documents and review of bids; inspection services; and related engineering, review, environmental, geotechnical, and architectural services.</p> <p>The firm may also be expected to assist the County with review of construction plans and specifications for the water and sewer system.</p> <p><u>Schedule</u></p> <ul style="list-style-type: none"> - July 2020: Notice to Proceed; - Sept 2020: Preliminary design Submission - Sept 2020: FCDPW Review - Nov 2020: Field Activities (SUE, Geotech, Environmental, Survey) - Dec 2020: 100% Design Submission - Mar 2021: County/Regulatory Agency Review - Mar 2021: Bid Documents Submission
<p>FISCAL IMPACT:</p>	<p><u>Project Funding Approvals To Date:</u></p> <p>\$1,000,000 DEQ funding reimbursement</p> <ul style="list-style-type: none"> • \$200,000 engineering costs • \$800,000 construction costs <p>\$500,000 (Debt) approved June 17,2020 (final issuance August 2020)</p>
<p>POLICY IMPACT:</p>	<p>N/A</p>
<p>LEGISLATIVE HISTORY:</p>	<p>N/A</p>

ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

PROJECT AGREEMENT # 7
TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR
PROFESSIONAL SERVICES
Zion Crossroads Waterline Extension

This Project Agreement #7 and Agreement Amendment (the “Project Agreement”) made this 15th day of July, 2020, between Fluvanna County, Virginia (the “County”), a political subdivision of the Commonwealth of Virginia, and Dewberry Engineers Inc. (the “Consultant”), a New York corporation authorized to transact business in Virginia, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 31st day of October, 2018 (including all exhibits, and as modified by any amendments or addendums thereto, herein referred to as the “Agreement”). All defined terms in the Agreement shall have the same meaning in this Project Agreement unless the context used herein requires otherwise.

Whereas, pursuant to the Agreement the County shall issue written task orders to the Consultant as services are needed;

Whereas, the Consultant submitted a proposal dated April 29, 2020 “Proposal for Professional Services Zion Crossroads Waterline Extension Transfer Residents from Contaminated Wells to Public Water System”, attached hereto as **Exhibit 1 (the “Proposal”)** and made a material part hereof;

Whereas, the County desires that the Consultant complete all of the work and services set forth in the Proposal, including, without limitation, the services described in the “Scope of Services” section therein as:

- 1: Preliminary Design Phase;
- 2: Subsurface Utility Designation;
- 3: Surveying;
- 4: Geotechnical Engineering;
- 5: Environmental Investigation and Permitting Services;
- 6: Pressure Reducing Valve Vault Design; and
- 7: Final Design.

(collectively the “Services”);

Whereas, pursuant to an Interagency Contract between the County and Department of Environmental Quality (“DEQ”) dated _____, DEQ is providing the funding up to a not-to-exceed total for the work on the Services under this Project Agreement, a copy of the Interagency Contract is attached hereto as **Exhibit 2** (the “Interagency Contract”) and made a material part hereof;

Whereas, the Consultant desires to accept the work and complete the Services and all work necessary and related thereto (the “Task Order”).

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

ARTICLE I: THE AGREEMENT

The foregoing recitations are incorporated by reference into this Project Agreement.

This Project Agreement is an addendum to and made a material part of the Agreement.

The parties hereto agree that except as specifically and expressly modified hereby that Agreement remains in full force and effect and the provisions of the Agreement are incorporated herein and are a material part hereof.

ARTICLE II: TASK ORDER

Consultant shall provide all work and services as needed and necessary or desired to complete the Task Order consistent with all provisions of this Project Agreement, Exhibit 1, Exhibit 2 and the Agreement.

The County's project manager for technical inquiries relating to this Project Agreement shall be:

Mr. Eric Dahl
County Administrator
132 Main Street
Palmyra, VA 22963
Phone: (434) 591-1930
E-mail: edahl@fluvannacounty.org

Billing inquiries should be directed to Cyndi Toler, Purchasing Officer, whose contact information appears below in Article VI.

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

The rights and duties of the County and Consultant applicable to the County's projects under this Project Agreement are set forth in the following Agreement Documents:

- (i) This Project Agreement;
- (ii) Exhibit 2 hereto;
- (iii) Exhibit 1 hereto;
- (iv) The Agreement including exhibits thereto; and
- (v) The County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, being a portion of Attachment 1 which is attached to and a part of the Agreement.

Whenever possible, the terms of the above Agreement Documents shall be read together, however in the event of a conflict, the order of preference above shall govern which Agreement Document will control. In other words, (i) shall control over (ii) to (iv) above; (ii) shall control over (iii) and (iv); and (iii) shall control over (iv).

ARTICLE IV: FEES

The Consultant will receive a not-to-exceed fee of ONE HUNDRED FORTY-NINE THOUSAND SEVEN-HUNDRED SIXTY-NINE AND NO/100 DOLLARS (\$149,769.00); based on actual time worked; which shall be payable by the County, upon completion of the work

on a monthly basis after proper monthly invoicing by the Consultant as described herein. **The Consultant must submit monthly invoices, and such invoices must be submitted within fifteen (15) days of the closing of a month. Prompt invoicing by the Consultant is a material provision of this Contract and the Consultant understands that delays in proper monthly invoicing could damage the County.** Each monthly invoice shall describe the services rendered in the invoice with specificity; DEQ requires all work to be described with specificity in order for the County to receive reimbursement. The Consultant will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work by the County. No invoice may be provided by the Consultant to the County until the portion of Services rendered for that period has been delivered to, inspected by and accepted by the County in its sole discretion. The County may require the Consultant from time to time to submit a detailed status report; and the County may share this report with DEQ. In no event shall the fees due under this Project Agreement exceed \$149,769.00 and the Consultant agrees to complete all work on the Task Order for such not-to-exceed total even if the fees for the time worked exceeds such amount. If the work on the Task Order is completed for less than the not-to-exceed total, then the Consultant will only invoice the County for such lower amount based on the actual time worked.

The not-to-exceed fee includes all fees, materials, costs and charges of any kind to perform all the Services and work, including supplying at its own cost and expense any necessary or desirable tools, equipment or materials, for completion of the task specified.

The actual hourly fees charged by the Contactor for the Services will be based on the rates set forth on Exhibit 3 to the Agreement and billed in increments pursuant to the Agreement and hourly rates will vary based upon the person completing the Services (for example, \$60 per hour for "Surveyor I", etc.).

The only subcontractors that Consultant may use on the work on the Task Order are Accumark (SUE) and Schnabel (Geotech) as described in Exhibit 1.

Notwithstanding any other provision contained in this Project Agreement, the parties understand and agree as follows: (i) funding for the Task Order and this Project Agreement is contingent on funding from DEQ and reimbursement to the County for all amounts paid to Consultant under this Project Agreement; and (ii) pursuant to the Interagency Contract, DEQ may terminate the Interagency Contract, including without limitation, under Sections 2, 22 and 23 of the General Terms and Conditions for Interagency Contracts. If DEQ (a) terminates the Interagency Contract for any reason, (b) notifies the County of its inability to continue funding as indicated in the Interagency Agreement, or (c) fails to reimburse the County for any amounts related to this Project Agreement within thirty (30) days of a request by the County to DEQ for said reimbursement; then the County may either:

- (i) Terminate: The County may immediately upon verbal or e-mail notice (the "Notice"), followed up by written notice, to the Consultant terminate this Project Agreement. The Consultant agrees to immediately stop all work on the Task Order as of the date of such Notice and to submit a final invoice for all services rendered prior to the date of the Notice and to submit to the County all Task Order related documents including any drafts, studies, reports, other documents or deliverables

in their current form (drafts shall be marked as “draft”). The Consultant agrees that no other fees of any kind will be charged to the County after the date that such Notice is made; and the Consultant agrees that the County’s termination as provided under this section (i) is specifically permitted and is not a breach or a default by the County; or

- (ii) Stop Work: The County may immediately upon verbal or e-mail notice (the “Notice”), followed up by written notice, to the Consultant order the Consultant to stop all work on the Task Order for a period of sixty (60) days or less and the Consultant must submit an invoice for all services rendered prior to the date of the Notice. During this time, the County may choose to appropriate funds to complete the Task Order, in which case it will notify the Consultant to proceed and the project schedule identified in Exhibit 1 will be reasonably adjusted, but in any event by no more than for the number of days work was stopped. The Consultant agrees that no other fees of any kind will be charged to the County after such Notice is made unless and until the notification to proceed is made by the County; and that the County’s stop work Notice as provided under this section (ii) is specifically permitted and is not a breach or a default by the County and in no event shall any delay charges or fees, damages, costs or other amounts be claimed by the Consultant against the County. If the County determines it cannot or will not appropriate funds to complete the Services in its sole discretion, then the County shall terminate according to the provisions of (i) above except that the final invoice shall be that invoice submitted previously by the Consultant under this (ii).

ARTICLE V: TERM

Consultant shall with due diligence and dispatch assiduously pursue this Task Order to completion, but in any event such Services and work must be completed to the sole satisfaction of the County according to the “Schedule”, meaning each portion of the Task Order identified must be completed according to the “Schedule” with all work on the Task Order being completed on or before March 24, 2021, as set forth on page 6 of Exhibit 1 (except as the Schedule may be modified under Article IV(ii)). Time being of the essence.

ARTICLE VI: MISCELLANEOUS

As appropriate to the context, the singular will include the plural and vice versa, and reference to one gender will include the others. This Project Agreement may be executed in one or more counterparts, each of which will be considered the Project Agreement for all purposes of proof. In addition to allowing electronic signatures upon an electronic copy of this Project Agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Project Agreement contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Project Agreement. This Project Agreement will be binding upon and inure to the benefit of the respective parties and their successors. This Project Agreement is not assignable by either party, except by operation of law. The legal address for the County and for the Consultant and the addresses for delivery of Notices and other documents related to the

administration of this Project Agreement are as follows:

County:
ATTN: Cyndi Toler, Purchasing Officer
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone (434) 591-1930
FAX (434) 591-1911

Consultant:
Dewberry Engineers Inc.
ATTN: Dan Villhauer
4805 Lake Brook Drive, Suite 200
Glen Allen, VA 23060
Telephone: (804) 290-7957
Facsimile: (804) 290-7928

Any party may substitute another address for the one set forth above by giving a notice in the manner required. Any notice given by mail will be deemed to be received on the fifth (5th) day after deposit in the United States mail. Any notice given by hand will be deemed to be received when delivered. Notice by courier will be deemed to have been received on the date shown on any certificate of delivery.

In witness whereof the undersigned duly authorized representatives have executed this Project Agreement on the dates set forth beside their respective signatures.

Consultant: Dewberry Engineers Inc. County: Fluvanna County

By: _____ Date: _____ By: _____ Date: _____
Name: _____ Name: _____
Title: _____ Title: _____

Approved as to form:

By: _____
Fluvanna County Attorney, by Kristina M. Hofmann, Assistant Fluvanna County Attorney



Dewberry Engineers Inc. | 804.290.7957
 4805 Lake Brook Drive, Suite 200 | 804.290.7928 fax
 Glen Allen, VA 23060 | www.dewberry.com

April 29, 2020

Mr. Eric Dahl
 County Administrator
 County of Fluvanna
 132 Main Street
 Palmyra, Virginia 22963

VIA E-MAIL

**RE: Proposal for Professional Services
 Zion Crossroads Waterline Extension
 Transfer Residents from Contaminated Wells to Public Water System**

Dear Mr. Dahl:

Dewberry Engineers Inc. (Dewberry) is pleased to submit our proposal, in response to your request, to provide professional services for an extension of the western end of the waterline contained in the Zion Crossroads Water System Project to allow the transfer of properties currently impacted by contaminated wells to the public water system. Dewberry's Project Understanding, Scope of Services, and Fee have been developed based on phone and email correspondence. The Work will be performed in accordance with the Term Agreement for Professional Engineering Services, executed October 8, 2018.

PROJECT UNDERSTANDING

Dewberry understands the Virginia Department of Environmental Quality (VDEQ) has identified four (4) properties in Fluvanna County currently utilizing groundwater from wells contaminated by an old petroleum release and two (2) properties as being at high risk of well contamination. VDEQ has installed carbon filtration units (CFU) as a temporary measure for the properties where wells are contaminated. These properties are:

- 1533 Richmond Road – CFU installed
- 1505 Richmond Road – CFU installed
- 1491 / 1491A Richmond Road – CFU installed
- 1443 Richmond Road – CFU installed
- 1403 Richmond Road – well at risk of contamination
- 1377 Richmond Road – well at risk of contamination

Through the assistance of funding from VDEQ, the Fluvanna County Department of Public Works (FCDPW) is seeking to extend a 12-inch waterline further west from the current waterline termination point under construction at the intersection of Route 250 and Memory Lane. This proposal includes design phase services to extend waterline from Memory Lane to 1377 Richmond Road and provide water service connections to the above six (6) properties. VDEQ will abandon the wells associated with each property once each property is connected to the new waterline. The waterline extension includes approximately 1.3 miles or 6,865 linear feet (LF) of 12-inch waterline and associated appurtenances. Attachment B shows the anticipated location and extent of the 12-inch waterline.

Exhibit 1

Mr. Eric Dahl
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It is anticipated that the proposed work under this proposal will require survey, geotechnical investigation, subsurface utility investigation, environmental investigation including wetlands flagging/delineation, design services, and submission to regulatory agencies and the funding agency for review and approval. Bidding and construction phase services are not included with this proposal.

Dewberry understands the waterline extension will be installed within the limits of the existing right-of-way and/or public utility easements to be obtained by FCDPW along Route 250. While permanent utility easements and temporary construction easements are anticipated for the project, the quantity of easement plats will be unknown until the waterline alignment is finalized; therefore, preparation of easement plats is not included in this proposal. Services to prepare easement plats are anticipated under separate task order at a rate of \$700 per easement plat.

SCOPE OF SERVICES

Dewberry will perform the services outlined below.

1. Preliminary Design Phase

- 1.1 Collect and review available existing information relative to existing utilities, wells, septic systems, and environmental issues within the project corridor.
- 1.2 Identify preliminary alignment for the 12-inch waterline and evaluate potential issues, such as easement acquisition requirements, utility impacts, power line corridor impacts, wetland impacts, creek/stream crossings, road crossings, and traffic control.
- 1.3 Identify/define preliminary pressure reducing valve location and flow requirements based on modeling to be completed by Dewberry.
- 1.4 Conduct a field walkthrough to review potential issues associated with preliminary alignment.
- 1.5 Adjust alignment based on field walkthrough and submit to FCDPW for review. Preliminary alignment plans will include:
 - Topography based on GIS mapping
 - Existing utility information based on available data/mapping
 - Horizontal pipeline alignment showing stationing
 - Affected property owner information (based on GIS mapping)

2. Subsurface Utility Designation

- 2.1 Underground utility designations along Route 250 from Memory Lane to 1337 Richmond Road will be provided by our subconsultant, Accumark.
- 2.2 Accumark will perform utility designation in compliance with Quality Level B. Known non-locatable utilities shall be added to the designation mapping at Quality Level C or D, as appropriate.
- 2.3 Accumark will field survey all utility markings along the utility designation corridor and develop a CAD file with all utility markings for incorporation into the design documents.

3. Surveying

- 3.1 Conduct research of the land records for the right-of-way and adjoining parcels on one side of Richmond Road (side of road where waterline installation is determined during the Preliminary Design) to compile the parcel lines based on apparent corners found in the field.

Mr. Eric Dahl
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Easements found in the development of the basemap will be shown. **Note: this proposal does not include boundary surveys or title searches of the properties along the project corridor.** Dewberry recommends FCDPW have a title search be completed on each potentially impacted parcel. If Dewberry is provided a complete and up-to-date Title Report, which includes all plats, deeds, and other documents, then these easements and encumbrances will be shown on the survey for this project. It is recommended that these be provided prior to the completion of the survey for the benefit of the design engineers and shown on the basemap.

- 3.2 Prepare a list of impacted landowners. Coordinate with the FCDPW to obtain permission from each property owner prior to entering private property. Prepare template notification letter of the work to be performed on private properties to assist the FCDPW with obtaining permission from the property owners for access across properties that may be impacted. Dewberry shall mail the notification letters to property owners. Acquiring access permission for field activities will be the responsibility of the FCDPW.
- 3.3 Establish survey control and benchmarks. Survey will be tied to Virginia State Plane Coordinates – South Zone, NAD 83 horizontal and NAVD 1988 vertical, and will be tied into local County geodetic monumentation.
- 3.4 Perform a field run topographic survey resulting in drafted topography in accordance with the Virginia Administrative Code 18VAC 10-20-382 at a scale of 1" = 30' with 2-foot contour intervals and selected spot elevations. Field survey will include all physical features within the project area, including significant trees, hedge rows and landscaping, property corners, fences, mailboxes, edges of pavement, curb and gutter, ditches, visible utilities, manhole rims and inverts, and any other visible manmade improvements located within the right-of-way or anticipated easements. The area to be surveyed is along the proposed waterline corridor shown in Attachment B. Dewberry estimates that approximately 17 acres of topography are required, as the survey swath will include the roadway edge of pavement and a 100' strip along either the north or the south of the roadway (to be determined after the field walk in the Preliminary Design phase).
- 3.5 GIS data provided by the FCDPW will be used to supplement collected survey data.

4. Geotechnical Engineering

- 4.1 Geotechnical Engineering Services will be provided by our sub-consultant Schnabel Engineering Associates.
- 4.2 Schnabel anticipates a total of fifteen (15) borings along the alignment drilled at roughly 500 horizontal foot spacing. A total drilling depth of 225 linear feet is included in this proposal. It is assumed boring locations will be accessible with truck and ATV-mounted equipment. Obtaining a VDOT Land Use Permit and 3 days of traffic control are included in this proposal. It is assumed work in VDOT right-of-way will be restricted to the hours between 9 AM and 3 PM.
- 4.3 Boring locations will be recorded in the field utilizing a sub-meter accuracy GPS unit.
- 4.4 Prepare a comprehensive geotechnical engineering report based on the results of field investigations. The geotechnical report will provide recommendations for pipe bedding support, earthwork, rock excavation, dewatering, and jack and bore considerations.
- 4.5 The findings and recommendations detailed in the geotechnical report will be addressed during the design phase.

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5. Environmental Investigation and Permitting Services

- 5.1 Dewberry will perform a wetland and stream delineation in accordance with the methods listed in the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual. Dewberry will conduct wetland and stream delineations/determinations for a 100' wide corridor along the water alignment routing as shown on Attachment B.
- 5.2 Field indicators of hydrophytic vegetation, hydric soils, and wetland hydrology will be observed and recorded to generally determine the approximate wetland boundaries. Boundaries of jurisdictional wetlands and streams will be flagged with survey tape and pin flags. Data points will be taken at appropriate wetland areas using approved USACE data forms to characterize the type of wetland community found. Dewberry will also record the general composition of vegetation identified onsite.
- 5.3 Field location of flagging for the wetland and stream locations identified during delineation will be provided by Dewberry using a Trimble Geo 7x handheld Global Positioning System (GPS) device.
- 5.4 The data gathered during the wetland and stream delineation will be used to prepare a Waters of the US (WOUS) Delineation Report. The report will include information summarized from the wetland/stream investigation (including wetland data sheets, required jurisdictional determination forms, and site photographs). It will also include map exhibits displaying jurisdictional boundaries.
- 5.5 The WOUS Delineation Report will be forwarded to the US Army Corps of Engineers (USACE) – Western Richmond Field Office with a request for preliminary jurisdictional determination (PJD) verification. This task assumes one on-site meeting for the PJD with the Corps of Engineers.
- 5.6 Dewberry will complete a database review and submit an online request for a US Fish & Wildlife (USFWS) IPaC (Information, Planning, and Conservation) review of the additional project area, including the completion of a desktop species conclusion table based on site information gathered during field work.
- 5.7 Dewberry will complete and submit a Project Review request to the DCR Division of Natural Heritage to determine the potential or likely presence of rare, threatened or endangered species within the additional project area. Dewberry will also complete a search of the VA Department of Game and Inland Fisheries (DGIF) database to determine any documented occurrences of State Listed species within the additional project area. This will provide information about federally protected sensitive resources within the vicinity of the project.
- 5.8 Depending on the total project impacts, Dewberry will compile and submit a Pre-Construction Notification (PCN) or Joint Permit Application (JPA) permit package for the U.S. Army Corps of Engineers. The application will include general information about the applicant, the amounts and types of waters and wetlands proposed to be impacted, and any alternatives analysis detailing the avoidance and minimization efforts made. The application will include graphics detailing the proposed project and unavoidable impacts. Dewberry will analyze the wetland areas to be affected by the proposed plan, summarize the results in both narrative and tabular formats and submit the application package to the Corps. A JPA permit package is assumed.

6. Pressure Reducing Valve Vault Design

- 6.1 Prepare 100% mechanical/civil plans for the pressure reducing valve (PRV) vault. This will include mechanical plan and sections of the vault and a site layout. The 100% plan sheets will

Mr. Eric Dahl
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be incorporated in the 100% waterline design plans. It is assumed electrical service is not required at the PRV vault. It is also assumed that there will not be SCADA monitoring of the PRV vault. A sump area will be designed into the structure where any water will collect for removal but a sump pump system will not be provided and it is assumed that FCDPW personnel will periodically remove any accumulated water.

- 6.2 Address comments from FCDPW for the PRV vault.
- 6.3 Prepare technical specifications for the PRV vault components and incorporate into the waterline technical specifications.

7. Final Design

- 7.1 Develop 100% design plans for review by FCDPW, regulatory agencies, and the funding agency. 100% plans will be prepared on 24" x 36" sheets with a title block for recording the sheet title, approval and date, revisions and dates, and seal.
- 7.2 The 100% submission will include the following:
 - Cover sheet with location map, sheet index, and project title
 - General notes and legend sheet
 - Fluvanna County standard notes
 - Overall plan with sheet index and survey control points
 - Horizontal (plan view) and vertical (profile view) pipeline alignment with stationing (minimum horizontal scale of 1" = 30' and minimum vertical scale of 1" = 5')
 - Field topographic survey with control points
 - Existing utilities based on results of SUE designations
 - Pipe type, class, and diameter
 - Utility crossings
 - All appurtenances, including valves, tees, hydrants, blow-offs, air release valves, meter setting locations, and monitoring and control devices
 - Geotechnical boring data
 - Limits of disturbance and easements (if applicable)
 - Wetland/stream delineation (if applicable)
 - Floodplain and County RPA areas (if applicable)
 - Erosion and sedimentation control measures
 - Pressure Reducing Valve Vault notes and details
 - Pipeline trenching and bedding details
 - Construction phasing/sequencing plan
 - E&S control narrative and notes sheet
 - Traffic control plans, notes and details
 - Technical specifications
 - Opinion of probable construction cost
- 7.3 Develop a Project Manual using the County's standard format to contain contract documents, bidding documents, funding agency contract inserts, and technical specifications.
- 7.4 Submit plans to FCDPW, necessary review agencies, and the funding agency. Anticipated regulatory agency reviews include Virginia Department of Transportation (VDOT), Virginia Department of Health (VDH), Virginia Department of Environmental Quality (VDEQ), and Fluvanna County Department of Public Works. A hydraulic modeling certification will be required by VDH – it is assumed the current hydraulic model will need to be updated with this

Mr. Eric Dahl
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- waterline extension. Coordinate with agencies to address any comments and obtain approvals.
- 7.5 Meet with FCDPW to review 100% contract documents and address any comments.
- 7.6 Prepare permit applications and address comments received by regulatory agencies and funding agency.
- 7.7 Complete 100% final bidding documents and obtain final project approvals and necessary permits.

SCHEDULE

Dewberry can begin work on this project immediately upon receiving a Notice to Proceed. Our proposed milestone schedule for design is outlined below.

Notice to Proceed.....	July 15, 2020
Preliminary Design Submission	September 9, 2020
FCDPW Review	September 30, 2020
Field Activities (SUE, Geotech, Environmental, Survey).....	November 4, 2020
100% Design Submission	December 30, 2020
County/Regulatory Agency Review	March 3, 2021
Bid Documents Submission	March 24, 2021

FEE

Dewberry’s fee for these services is broken out as follows. A copy of our man-hour breakout estimate is included as Attachment A.

Design Services

1. Preliminary Design	\$11,950
2. Subsurface Utility Engineer (SUE)	\$31,369
3. Surveying.....	\$32,280
4. Geotechnical Engineering	\$17,745
5. Environmental Investigation and Permitting.....	\$13,520
6. PRV Design	\$9,160
7. Final Design.....	\$33,745

Total for Design Services\$149,769

EXCLUSIONS

1. Specific services outside of those identified in the Scope of Services outlined above will be deemed an additional service.
2. County representatives to coordinate with all property owners that will be impacted by the proposed investigative activities.
3. Due to the linear nature of the proposed utility project, which will not disturb greater than one (1) acre of land on any given day of construction, the completion of a Virginia Stormwater Management Program (VSMP) registration statement and preparation of a Stormwater Pollution Prevention Plan (SWPPP) are not anticipated for this project and therefore are not included in this proposal.



Mr. Eric Dahl
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4. Endangered species surveys
5. Soil corrosivity testing
6. Wetland mitigation and banking
7. Floodplain studies
8. Environmental site assessments
9. Preparation of easement plats
10. Easement acquisition or property appraisal services
11. Permitting application/registration fees
12. Bidding assistance, construction administration, and construction inspection services are not included in this proposal.

AUTHORIZATION

If this proposal meets with your approval, please provide an executed purchase order in accordance with the Term Agreement for Professional Engineering Services, executed October 8, 2018. Receipt of the executed purchase order will serve as our authorization to proceed.

We look forward to the opportunity of serving Fluvanna County on this project. If you have any questions or if you require additional information regarding our proposal, please feel free to give us a call.

Sincerely,

Dewberry Engineers Inc.



Danylo A. Villhauer, PE, LEED AP
Associate Vice President

Attachment A: Manpower and Fee Estimate
Attachment B: Anticipated Waterline Extension Route

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FLUVANNA COUNTY
ZION CROSSROADS WATERLINE EXTENSION TO CONTAMINATED WELLS
FEE ESTIMATE FOR ENGINEERING SERVICES
April 29, 2020

PROJECT TASKS	HOURS DEDICATED TO SUBTASK										CONST INSP I	REIMBURSABLE/ SUBCONSULTANT	TOTAL COST	
	CONTRACT MANAGER	PROJECT MANAGER	PROJECT ENGINEER	STAFF ENGINEER	DESIGNER	TECH	CADD	ADMIN	SURVEYOR	PARTY				
	205.00	175.00	140.00	110.00	100.00	85.00	60.00	120.00	150.00	65.00				
BASIC SERVICES														
Preliminary Engineering														
Collect and review existing utility/environmental information			8	12										
Identify alignment & evaluate potential issues/impacts		2	8	24										
Identify/model PRV location and flow requirements			4	8										
Field walkthrough		6	6	8										
Adjust alignment and submit to FCDPW for review		2	6	8										
Subtotal	0	10	32	52	0	0	0	0	0	0	0	0	\$0	\$11,950
Subsurface Utility Engineering (SUE)														
Quality Level B Designation & Survey Operations		0	0	0	0	0	0	0	0	0	0	0	\$31,369	\$31,369
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	\$31,369	\$31,369
Surveying														
Property research								4		40				
Impacted property owners list and notification letter											36			
Establish horizontal and vertical control (benchmarks)											120			
Topographic field survey										32				
Survey data reduction and compilation								4		72				
Subtotal	0	0	0	0	0	0	0	4	4	72	156	0	\$0	\$32,280
Geotechnical Engineering														
Field services, laboratory testing, and report		0	0	0	0	0	0	0	0	0	0	0	\$17,745	\$17,745
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	\$17,745	\$17,745
Environmental Investigation and Permitting														
Desktop analysis and field work - wetland/stream delineation			2	20	32									
Prepare report and obtain PID confirmation		2	12	24				2						
Prepare JPA		2	12	20				2						
Subtotal	0	0	6	44	76	0	0	4	4	0	0	0	\$0	\$13,520
PRV Design														
Develop 100% mechanical/civil plans		4	6	32										
Address FCDPW comments		4	12	8										
Prepare technical specifications		8	24	40										
Subtotal	0	8	24	40	0	0	0	0	0	0	0	0	\$0	\$9,160
Final Design														
Develop 100% design plans		8	32	96										
Prepare construction cost estimate		1	2										\$250	
Develop Project Manual		8	32											
Coordinate with & submit to regulatory agencies and funding agency		8	24	8										
100% review meeting with FCDPW		4	4											
Address FCDPW and agency comments		4	16	8										
Subtotal	0	33	110	112	0	0	0	0	0	0	0	0	\$250	\$33,745
TOTAL FOR BASIC SERVICES (Lump Sum)	0	51	172	248	75	0	8	8	72	156	0	0	\$49,364	\$149,769

Exhibit 2

Commonwealth of Virginia

Department of Environmental Quality

Interagency Contract with Fluvanna County

To be attached

FLUVANNA COUNTY BOARD OF SUPERVISORS BCC APPOINTMENTS STAFF REPORT

TAB J

MEETING DATE:	July 1, 2020		
AGENDA TITLE:	Board, Commission, and Committee Appointments		
MOTION:	I move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s):		
Board/Commission/Committee	Appointees	Begins Term	Ends Term
Community Policy Management Team (Vendor)		7/1/2020	6/30/2022
Community Planning and Management Team (Dept of Juvenile Justice appointee)		7/1/2020	n/a
Economic Development Authority		7/1/2020	06/30/2023

BCC VACANCIES AND APPLICANTS				
BCC Vacancies	Applicants	Appt	District	Current BCC Appointments / Other Notes
CPMT (Vendor)	Andre O'Brien Key	Appt	Rivanna	
CPMT (Vendor)	Cassandra Winfrey	Appt	Palmyra	
CPMT (Vendor)	Shawn Freeman	Appt	Other	
CPMT (Vendor)	William Whelan	Appt	Other	CPMT Recommendation
CPMT (Dept of Juvenile Justice appointee)	Martha Carroll	Appt	Other	To replace Cecilia Gomez Brown as the Department of Juvenile Justice appointee
Economic Development Authority (EDA At-Large)	Lois Mastro	Appt	Palmyra	To replace Gerald Swiggett who resigned June 25, 2020
Economic Development Authority (EDA At-Large)	Valerie Palamountain	Appt	Cunningham	To replace Gerald Swiggett who resigned June 25, 2020
DISCUSSION:				
ENCLOSURES:	Candidate Applications			



**COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA**

BOS2020-07-01 p.129/284

**Application to Serve on
Boards/Commissions/Committees**

Name: Andre O'Brian Key Election District: Rivanna

Mailing Address: 17 Ashton Road City: Palmyra State: VA Zip: 22963

Physical Address: Same City: State: Zip:

Home Phone: Work Phone: Cell Phone: (434) 825-5958 Fax Phone:

Email: andrekey@hotmail.com

Education/Experience/Professional Expertise:

- *Family Treatment Court member (Charlottesville/Albemarle)
- *Advisory member of the Thomas Jefferson Areas Sex Trafficking Task force, Charlottesville, VA
- *Assistant Basketball Coach (Varsity/Boys), Fluvanna County High School
- *BS major in Criminal Justice, minor Business Administration Charleston Southern University, SC
- *Qualified Mental Health Professional
- *Certified as Medication Aide
- *Substitute Teacher. Fluvanna Schools

Civic Activities/Committee Memberships (include other boards/committees/commissions, Fraternal, Business, Church or Social Groups):

: Family Treatment Court (Charlottesville/Albemarle) as of 2018

Interest in Serving on Board/Commission/Committee:

My reasons for wanting to serve Fluvanna is to give back to my community but also further the mission of the CPMT in creating, maintaining and managing a collaborative system of services and funding that is child centered, family focused and community based when addressing the strengths and needs of troubled and at-risk youth and their families.
 Resume, education, etc. (optional): andre_key_resume_as_of_4-19-20.pdf
 Boards, Commissions, Committees: Community Policy & Management Team (Children's Services)
 Signature: Andre Key

**Please indicate on the following sheet all Boards/Commissions/Committees on which you wish to serve:

The County of Fluvanna does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

Please submit this form by e-mail or
 Return to:
 Clerk, Board of Supervisors
 P.O. Box 540
 Palmyra, VA

4/19/2020

Signature

Date

Agricultural/Forestal Advisory Committee: Consists of four landowners who are engaged in agricultural or forestal production, four other landowners of the County, the Commissioner of the Revenue and a member of the governing body. The committee shall advise the planning commission and the governing body and assist in creating, reviewing, modifying, continuing or terminating districts within the County.

Board of Zoning Appeals: Consists of five members, appointed by the Fluvanna County Circuit Court to serve five-year terms. The role of this organization is to hear and decide appeals of the requirements of the Zoning Ordinance or Administrator.

Board of Building Code Appeals: Consists of five members appointed by the locality for a specific term established by written policy. This appeals Board hears appeals as authorized by the local governing body.

Community Policy and Management Team: Members appointed by the Board with responsibility of implementing the Comprehensive Services Act. Membership includes Community Services Board, Social Services, Health Department, Juvenile Court Services Unit, BOS and local school division and a parent representative; three year term.

Court Green Committee: Oversees landscaping and landscaping maintenance needs on the court green, the museum grounds and Confederate Square. It meets at the call of any member or the County Administrator. Its purpose is to provide consensus on significant alterations to the appearance of the court green and its surroundings on matters that often are a matter of taste; three year term.

Economic Development Authority: Purpose is to promote industry and develop trade by inducing manufacturing, industrial, governmental, commercial enterprises and institutions of higher learning to locate and remain in the Commonwealth and consist of seven At-Large members; four year term.

Economic Development Commission: Ten members, one from each electoral district and four at large. Chartered to support the Board in development planning and economic development issues; four year term.

Fluvanna County Youth Advisory Council: Membership consist of interested citizens and representation from local government, agencies and youth-serving organizations, & at least one, but not more than two, citizens under the age of eighteen, with a minimum age of fifteen; members appointed by the Board of Supervisors; serves as liaison between organized groups concerned with youth, specifically the Board of Supervisors and the youth citizens of the county; two year term.

Fluvanna Partnership for the Aging Committee: Consists of a representative from each magisterial district, appointed by the Supervisors of the district, and representatives from the following agencies: Social Services, Virginia Extension Services, JABA Case Manager, Senior Center Director, MACAA Director, Fork Union Nursing Home Director, Health Department, and County Administrator's office; four year term.; meets 4th Monday of month at 11:00 am at the Fork Union Rescue squad building.

Fluvanna Transportation Safety Commission: Mission Statement is to further transportation safety within Fluvanna County; to increase transportation safety awareness among school age children & adults; and to assist VDOT in selected tasks pertaining to the County. Voting members include one BOS appointee from each voting district and representative of the Board of Supervisors, Fluvanna Schools and the Fluvanna Sheriff's Department; three year term.

Fork Union Sanitary District Advisory Committee: Consists of seven voting members who shall be appointed by the Board of Supervisors and must be members of the District's service area. The FUSD Advisory Board shall investigate and be informed on all matters relating to water production and supply in the FUSD and on other matters as the Board of Supervisors request; four year term.

James River Alcohol Safety Action Program: Organized and exists pursuant to an agreement for Joint Exercise of Powers entered into among the City of Charlottesville, and the Counties of Albemarle, Fluvanna, Greene, Louisa and Nelson and functions as administrative and fiscal agent for the Program. One person is appointed by the governing body of each participating locality; three year term.

JAUNT Board: Two members appointed; JAUNT manages budgets, policies and programs of the corporation's transportation services; three year term. The Board of Directors generally meets at the Charlottesville office.

Jefferson Area Board for Aging Advisory Council: Members provide input on the development and administration of JABA's Area Plan, participates in public hearings, represents the interests of older persons, reviews and comments on all community policies, programs and actions affecting the senior citizen's and elder caregivers of Planning District Ten. Each participating jurisdiction shall be represented by two voting members; two year term. The Council meets the first Tuesday of each month from 12:00-1:00 pm.

Jefferson Area Board for Aging Board of Directors Meets the third Tuesday of each month. The meeting is usually held at the Center for Adult Rehab and Eldercare in the Alzheimer's Suite unless otherwise notified; two members appointed by the board of Supervisors; two year term.

Jefferson Area Disability Services Board: Service area comprises a rural, primarily agricultural area wherein services to persons with physical and/or sensory disabilities are hampered by the relative isolation of clients; consist of one representative appointed by the Board of Supervisors with a three year term.

Library Board of Trustees: Consist of seven members, one from each election district and the Library Director as ex-officio; four year term.

Local Workforce Investment Board: Consist of a majority of private sector representatives; number of appointments per locality is based on population (Fluvanna has two); three year term.

Monticello Area Community Action Agency: Provides services and supplies among local churches, schools, and community organizations for people in crisis situations, or with longer-term needs; four year term; one representative appointed by the Board of Supervisors.

Parks & Recreation Advisory Board: Members are appointed by the Board. Three are agency appointed and six are at-large. The Advisory Board provides counsel to the board on community recreation issues, assists department director in determining program priorities and content, and leisure issues in the community; four year term.

Piedmont Virginia Community College Board: Local advisory board which is appointed by its participating local jurisdictions; provides a vital link between the college and the community; participates in selection, evaluation and removal of college president; reviews and acts on annual local funds budget as prepared by the president, etc.

Planning Commission: The Code of Virginia requires the County to create a local Planning Commission to promote the public health, safety, convenience, and welfare of its citizens, to plan for the orderly development of the community and to develop and update the County's Comprehensive Plan. The role of the Planning Commission is to serve primarily in an advisory capacity to the Board of Supervisors for a four year term; There are two members from the Rivanna Election District, one member each from the Columbia, Cunningham, Fork Union and Palmyra Election District's.

Region Ten Community Services Board: A total of 14 members are appointed by the Boards of Supervisors of Albemarle, Fluvanna, Greene, Louisa, and Nelson Counties and the Charlottesville City Council. The board establishes policy and programs to provide mental health, mental retardation, and substance abuse services, and governs the operations of over forty component programs; Fluvanna has one representative with a three year term; meets the 2nd Monday of each month in the evening.

Regional Jail Board: The Regional Jail shall be supervised and managed by a board to consist of at least one representative from each political subdivision participating therein who shall be appointed by the local governing body for a two year term.

Social Services Board: The board is administrative and is responsible for local policy decisions, discretionary power over local funding, submission of the annual county budget, appointment of the department director and decisions governing optional and local services. The board exercises an interest in all matters pertinent to the local social services; consist of seven members-one from each district and a BOS representative; four year term.

Southeast Rural Community Assistance Project, Inc.: One board appointed representative; five year term; meets quarterly for three days throughout the state.

Thomas Jefferson Emergency Medical Services Council: One member appointed by the Board to represent the local government. The Board establishes regional EMS protocols, grades and ranks Rescue Squad Assistance Fund applications, develops regional EMS training/continuing education programs, and acts as a liaison between the region and State; two year term.

Thomas Jefferson Partnership for Economic Development: Enhances the assistance and information that can be made available to both existing & new businesses interested in investing in the Greater Charlottesville Region; marketing the region & the development opportunities that exist for different types of businesses; and assisting the public sector members of the Partnership to define and improve the "product" that can be offered to prospective companies.

Thomas Jefferson Planning District Commission: Two members, at least one of which is a local elected official, are appointed by each of six member jurisdictions. An elected official serves a term coinciding with duration of their locally elected position; terms for citizen members are three years. The purpose of the Commission is to foster regional cooperation, provide a forum for discussion of regional issues, and to plan with local governments for the future of the region. Fluvanna has two representatives with a two year term.



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Cassandra R. Winfrey		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input checked="" type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other		
Mailing Address (including City, State, & ZIP) Oliver Creek Road Troy VA 22974		Physical Address (if different)		
Years Lived in Fluvanna 5	Cell Phone – preferred? 540-808-6502	Home Phone – preferred?	Email my2kids0406@gmail.com	
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): See attached				
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:				
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates):				
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I would like to provide service in Fluvanna County to address the growing need of children who are having difficulty accessing mental health services. Due to funding cuts from insurance companies and other facilities, children are left without needed services. This extends into their families where parents are not able to access necessary services to be better parents due to lack of funding, limited transportation, and lack of knowledge of services available in the community. As a LPC in Virginia, I desire to make a difference by helping others identify service needs and increasing their access on a community level to preserve the family unit when able to do so.				
Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963 By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.				
Applicant's Signature Cassandra R. Winfrey, MA, LPC		Date 3/15/2020		

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Audit Committee
	Board of Equalization (BOE)
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
X	Community Policy & Management Team (CPMT)
	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
X	Family Assessment and Planning Team (FAPT)
	Finance Board
	Fluvanna Partnership for Aging Committee
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
	JAUNT Board

X	Board, Commission, Committee (cont.)
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
X	Monticello Area Community Action Agency (MACAA)
	Palmyra Area Revitalization Committee (PARC)
	Parks & Recreation Advisory Board
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
X	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
X	Youth Advisory Council (YAC)
	OTHER:

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only		
Application Received On:	3/15/2020	Application Received By: Caitlin Solis
Acknowledgement Sent:		
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		

EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.):

HEALTH CONNECT AMERICA, CLINICAL SUPERVISOR
03/2020-PRESENT

Provide supervision to QMHP staff focusing on clinical skill building, assist with daily business duties, and collaborate with schools, parents, families, and other community service agencies to provide services to children/families in the home and in TDT settings.

VALLEY COMMUNITY SERVICES BOARD
11/2015-3/2020

As a Senior Lead Clinician, I have been responsible for the supervision of Therapeutic Day Treatment (TDT) staff (bachelor's level). Also provided supervision of programs (TDT and outpatient) in the school setting. I have provided outpatient counseling (individual and group) and in the moment (crisis/behavior modification/skill building) support to adolescents and children in the school setting. Responsible for maintaining detailed documentation of daily activities and progress of clients. Responsible for development of comprehensive treatment plans and provision of service coordination. Provide assessment for crisis and safety of clients with referral to local CSB and/or emergency room as needed. Provide psychoeducation to clients and families regarding mental health diagnoses, need for treatment, treatment options, and referral for other services. Collaborate with clinical supervisors and other staff/service providers to increase comprehensive care.

COMPASS COUNSELING OF VIRGINIA, CHARLOTTESVILLE, VA
05/2014-11/2015

As an Intensive In-Home Clinician, I provided in home counseling services to families and children/adolescents focusing on development of relationships and boundary setting. Responsible to attend appointments to ensure comprehensive care and communicate with other providers. Provided psychoeducation on boundaries, medications, and relationships to family and client. Provided use of crisis assessment and accompanied clients to hospital for pre-screening as needed, regarding possible need for hospitalization or more intensive services. Kept detailed notes of daily meetings with clients/families to document progress. Provided information to insurance agencies and other funding sources to continue care for clients as needed.

RDP ENTERPRISES, RICHMOND VA
9/2013-5/2014

As a Transitional Living Case Manager, provided case management services to client's aging out of the foster care system. Provided support in independent living skills and encouraged accessing other community based services for mental health, employment, or other need. Provided psychoeducation on medications, life skills, and keeping appointments. Attended appointments with clients to model appropriate communication to increase efficacy of service provided. Provided detailed daily notes to supervisor regarding client progress and continued need of services.

PROFESSIONAL QUALIFICATIONS:

VA LPC current license

Provision of DSM-5 diagnoses and identifying necessary services as well as communicating to identify funding sources with other community services

EDUCATION:

LIBERTY UNIVERSITY, LYNCHBURG VIRGINIA

General coursework for both a BS (Psychology) and MA (Professional Counseling) in developmental, adolescent, family, and other branches of psychology. Graduated with a GPA of 3.5 for BS and 3.14 for MA.

Master's Degree awarded September 2015.



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA

BOS2020-07-01 p.135/284

Application to Serve on
Boards/Commissions/Committees

Name: Shawn Freeman Election District: _____
Mailing Address: 740 Old Wagner Road City: Petersburg State: VA Zip: 23805
Physical Address: same City: _____ State: _____ Zip: _____
Home Phone: (804) 863-0069 Work Phone: _____ Cell Phone: (757) 556-5623 Fax Phone: _____
Email: sfreeman@elkhill.org

Education/Experience/Professional Expertise:

I am a resident of the City of Petersburg Va. I have been working in Goochland Virginia with Elk-hill for the last 7 plus years
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.):
Advanced High School Diploma, Major- Health Occupations June 1994
Hopewell High School, Hopewell, VA. Associates Applied Science; Major- Human Services May 2005
John Tyler Community College, Chesterfield, VA.
Related Course Work: First Aid and Safety, Psychology, Developmental Psychology, Counseling Skills, Substance Abuse, Sociology,
Activities Therapy, Aids Awareness, Human Exceptionality, Gerontology, Helper as a Change Agent, Computer Concepts, and Microsoft

Civic Activities/Committee Memberships (include other boards/committees/commissions, Fraternal, Business, Church or Social Groups):

Associates Applied Science; Major- Human Services May 2005
John Tyler Community College, Chesterfield, VA.
Related Course Work: First Aid and Safety, Psychology, Developmental Psychology, Counseling Skills, Substance Abuse, Sociology,
Activities Therapy, Aids Awareness, Human Exceptionality, Gerontology, Helper as a Change Agent, Computer Concepts, and Microsoft Office suite.

Interest in Serving on Board/Commission/Committee:

REASONS FOR WANTING TO SERVICE FLUVANNA COUNTY:
I am interested in being an advocate for the youth that live in the area where I work. My experience in Mental Health, Education and substance Abuse in reference to youth, makes me a a well rounded and informed candidate.
Resume, education, etc. (optional):
Boards, Commissions, Committees: Community Policy & Management Team (Children's Services)

**Please indicate on the following sheet all Boards/Commissions/Committees on which you wish to serve:

The County of Fluvanna does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

Please submit this form by e-mail or
Return to:
Clerk, Board of Supervisors
P.O. Box 540
Palmyra, VA

4/15/2020

Signature

Date

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Fluvanna Partnership for the Aging Committee: Consists of a representative from each magisterial district, appointed by the Supervisors of the district, and representatives from the following agencies: Social Services, Virginia Extension Services, JABA Case Manager, Senior Center Director, MACAA Director, Fork Union Nursing Home Director, Health Department, and County Administrator's office; four year term.; meets 4th Monday of month at 11:00 am at the Fork Union Rescue squad building.

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Fork Union Sanitary District Advisory Committee: Consists of seven voting members who shall be appointed by the Board of Supervisors and must be members of the District's service area. The FUSD Advisory Board shall investigate and be informed on all matters relating to water production and supply in the FUSD and on other matters as the Board of Supervisors request; four year term.

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JAUNT Board: Two members appointed; JAUNT manages budgets, policies and programs of the corporation's transportation services; three year term. The Board of Directors generally meets at the Charlottesville office.

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APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: William Whelan		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input checked="" type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 1001 E. Market Street, Suite 201, Charlottesville, VA 22902		Physical Address (if different)	
Years Lived in Fluvanna 0	Cell Phone – preferred? 434-242-9564	Home Phone – preferred?	Email whelan@virginia.edu
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): Dr. Whelan is Director of the Virginia Child & Family Attachment Center (formerly Co-Director of the Mary D. Ainsworth Child-Parent Attachment Clinic at UVA) in Charlottesville, Virginia. He earned an undergraduate degree at The University of Chicago and has done graduate work in psychology at Chicago and The College of William and Mary where he received a doctoral degree in clinical psychology. He completed a clinical internship and postdoctoral fellowship at the University of Virginia Medical Center, and joined the faculty of the UVA School of Medicine where he was for 16 years in Pediatrics, Psychiatric Medicine, and Research Psychology. Dr. Whelan has been a principal investigator with research funding from NIH, and focuses on developing assessment methods and intervention approaches to support health and healing in attachment-caregiving interactions. He provides training courses in the MacArthur Preschool Attachment Coding system, the Attachment Security Intervention for treatment of high-risk attachment-caregiving patterns, experiential courses for caregivers, and helped develop and pilot the Virginia-based Circle of Security interventions. He has given invited lectures at national and international conferences, and has published articles and book chapters regarding attachment, development, and intervention.			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Intern and Postdoc Search Committees at UVA; Faculty Search Committees at UVA			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Men's Cursillo Prayer Group, 1993 - present; Couples Cursillo Prayer Group, 1995 - present			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: To offer a developmental perspective of healing in children and families; To advocate for the needs of children and families			
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</p>			
Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	

PLEASE INDICATE BELOW THE BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Board of Equalization (BOE)
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
x	Community Policy & Management Team (CPMT)
	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
x	Family Assessment and Planning Team (FAPT)
	Finance Board
	Fluvanna Partnership for Aging Committee (FPA)
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
	JAUNT Board

X	Board, Commission, Committee (cont.)
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Palmyra Area Revitalization Committee (PARC)
	Parks & Recreation Advisory Board (RAB)
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
x	Region Ten Community Services Board
	Rivanna River Basin Commission
x	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)
	OTHER:

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only		
Application Received On:	03/10/2020	Application Received By: Email submission
Acknowledgement Sent:	03/10/2020	
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Lois Mastro		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input checked="" type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 63 Forest Dr., Palmyra, VA, 22963		Physical Address (if different)	
Years Lived in Fluvanna 9	Cell Phone – preferred? 501-658-1103	Home Phone – preferred?	Email loismastro@msn.com
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): Please reference the resume. The most pertinent are the MBA and Certificate of Advance Studies plus the past licenses for stockbroker's series 7 and 63 and the Property and Casualty Agent and Broker's licenses. In investment banking, I did data analysis and efficacy studies. As CFO/Assistant Superintendent for school districts, I managed budgets from \$152 million and smaller, banking, bonds including issuance of smaller than \$10 million and greater, IT, facilities, construction, Human Relations, transportation, contracts, insurance, and 501c3 for revenue streams. I partnered with the colleges and acquired \$3.52 million NASA grant; the district offered the students and faculty free college courses and credit for 3 years and scholarships after graduation. Also within the district, I with the IT department created a Cyber Academy. For a court case facing the state and the city , I did a couple of large scale research and data analysis plus other work.			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Please reference resume. The most important contributions were: Co-chair for the U.S. Department of Education national facilities standard manual; Vice Chair, subcommittee for the Arkansas Task Force on Facilities (legislative appointment); Chairs and Vice Chairs on Association School Business Officials International (ASBOI) Legislative and Legal Aspects committees (Legislative is the national lobbying committee.)			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Please reference resume. The greatest participation were: 26 presentations to Association of School Business Officials International Annual Conferences from 1993 to 2006 (Examples of topics were equity/adequacy, high stakes testing, bonds, green facilities, National Facilities Standards, budgeting/accounting, and management.); presentations at the NYSASBO's Summer Business Workshop from 1994 to 2001 and Parliamentarian, Chair of the Constitution and By-laws committee, curriculum writer; and ASBOI COE accounting peer reviewer and MBA budget peer reviewer.			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: We are so very fortunate to be living here. My participation in professional associations provided me the benefit to "look around corners", so I could be proactive and operationally efficient. Hopefully, that same trait could bring fresh and innovative ideas to Fluvanna County, while maintaining and preserving the character of our community.			
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</p>			
Applicant's Signature Lois Mastro (From File)		Date 11/20/2019	

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Audit Committee
	Board of Equalization (BOE)
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
X	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team (FAPT)
	Finance Board
	Fluvanna Partnership for Aging Committee
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
	JAUNT Board

X	Board, Commission, Committee (cont.)
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Palmyra Area Revitalization Committee (PARC)
	Parks & Recreation Advisory Board
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)
	OTHER:

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
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4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only		
Application Received On:	11/20/2019	Application Received By: Leontyne Peck
Acknowledgement Sent:	11/21/2019	
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		

Lois Mastro
63 Forest Drive
Palmyra, VA 22963
501 - 868 – 9255
loismastro@msn.com

EDUCATION

Degrees:

Doctor of Education (anticipated ABD)
University of Rochester
Rochester, New York

Certificate of Advanced Studies in School Business Administration
SUNY College at Brockport
Brockport, New York

Cornell University's Graduate Studies
Industrial and Labor Relations Certificate

Master of Business Administration
University of Louisville
Louisville, Kentucky

Master of Education
Worcester State College
Worcester, Massachusetts

Bachelor of Arts
Major in Biology, Minor in Chemistry
University of Massachusetts
Lowell, Massachusetts

Certifications and Licenses:

Permanent Licenses in Arkansas, Arkansas District Administration, Building Administration, Physical/Earth Science, Life/Earth Science, Business Tech, Guidance and Counseling (P-12), Pathwise
Permanent School District Administration, School Business Administration, School Administrator/Supervisor NY Certifications
NY Permanent Teacher's Certification in Biology, Chemistry, General Science, and Business and Distributive Education
MA Permanent Teachers certification in Biology, Chemistry, General Science, and Social Studies plus Permanent Certification for Director of Guidance and Guidance Counselor
Wechsler Adult and Children's Intelligence Tests Certification
Awarded Stockbrokers (series 7 & 63) License
Awarded Property and Casualty Agent and Broker's Licenses
Awarded Life Health and Accident Agent's Licenses

WORK EXPERIENCE:

January, 2007 to Present

Research on building leadership capacity for principals and central administration (U.S. Dept. of Ed grant)
 Research for teachers' salary enhancement and increasing teacher effectiveness/productivity for the University of Arkansas Fayetteville.
 Research on school level accountability and effectiveness in Florida case.
 Research for Dr. Picus on Arkansas Legislature's adequacy study on the Arkansas equity/adequacy case done by Odden/Picus for Lake View case.
 Vice-chair on the AR Legislature's facility subcommittee for the facility adequacy study for Lake View case.
 Participated in creating national standards for school facilities for the US Department of Education

2003 to 2004

Assistant Superintendent for Business/CFO,
 Pulaski County Special School District Little Rock, Arkansas

- Responsible for \$152 million budget, aligned with state accounting and HR code, supervised fund balances and audits.
- Established the Cyber Academy, generated \$3.6 million revenue per year
- Created partnerships with University of Arkansas at Little Rock and Pine Bluff. Obtained NASA grant which funded free college courses and credit for students and teachers. Teachers received \$3,000, the students \$100 per summer. College scholarships were made available upon graduation.
- Revised the district educational foundation with donated seed money for the purpose of grant writing.

2001 to 2002

Interim Adjunct Professor for one school year
 University of Arkansas at Little Rock

- Taught the Educational Leadership courses including School Improvement, ACSIP, Principalship, District Administration, School Business, Internships, and Facilities.

July 1994 to June 2001;

Assistant Superintendent positions for fiscally distressed school districts
 Orleans-Niagara BOCES, Medina, NY

- Responsible for Teacher and Program Scheduling, Human Resources, Transportation, Food Services, Business Activities, Maintenance and Operations
- Assisted in winning the MBA (ASBOI budgeting award) for O/N BOCES
- Procured private placements of bonds under \$10 million without fiscal agents
- Served as Director on Consortium of Workers Compensation and Health Insurance
- Established two cogeneration plants, each saving \$45,000 & \$64,000/year
- Captured \$800,000 of district retained Medicaid.
- Managed from onset a \$30 million capital project and other projects
- Computerized and standardized bid-purchase process
- Requoted banking services to increased revenue minimum of \$56,000 annually
- Created a tax spreadsheet model for district, adopted by the county
- Captured \$552,000 of previous year's State Aid
- Saved \$214,000 annually in health insurance premiums
- Revised investment procedures to double yields
- Wrote purchasing manual
- Saved the district \$48,000 in the purchasing of transportation natural gas
- Wrote impasse language on severance pay

- Developed a flexible benefits program
- Created the scale and amortization schedule for a taxable bond issue, potential savings of \$208,000 and calculated future debt service payments.

1998, 1999

Summer School Administrator
Orleans-Niagara BOCES, Medina, New York

- Hired faculty and inputted data bases for payroll, grades and exams
- Registered 1,009 students for courses and exams
- Determined class size, master schedule, room assignment
- Identified IEP students and created support and resources for them
- Administered RCT and Regency exams

1997 to 1998

Teacher's Aide University of Rochester, Rochester, NY

- Taught school administration including cutting edge award winning budgeting process

1992 to 2001

New York State Association of School Business Officials, Albany, New York

- Developed curriculum and programs for school business officials, treasurers, clerks

1992 to 1993

SUNY College at Brockport, New York

- Teaching Assistant/Graduate Assistant for the chair; assisted in NCATE
- Internships at Greece Central School District and Canandaigua City School District

1981 to 1994

Hilliard and Lyons Property Management/Intellectual Properties
Louisville, Kentucky 40223 (Hilliard and Lyons is an investment banking firm.)
Reported to the President, Robert Fletcher.

- Analyzed financial statements and product market position of companies, researched and compared with industrial data in the underwriting process
- Developed product cost proposals
- Conducted market development and promotion on a national and international basis including print advertising, trade shows, conventions, telemarketing comparisons, and television, magazine, and newspaper coverage
- Developed, implemented, and analyzed market surveys
- Introduced plaintiff patent enforcement insurance at the American Bar Association annual convention
- Developed background historical data on patent litigation tendencies and results, potential markets and market analysis
- Developed a complete actuarial workup for an insurance product with product cost analysis of potential risks, rates of return, and a proposed premium/cost structure.
- Presented insurance product to Lloyds of London, AIG and Transamerica

OTHER WORK BACKGROUND:

Nazareth Academy, Rochester, New York

- Guidance counselor. Received tenure.

Ohio State University Hospital, Columbus, Ohio.

- Worked as a hospital coordinator. Supervised fifty people

Data Courier, Louisville, Kentucky

- Worked as an abstract writer of medical journals such as Lancet and the New England Journal of Medicine.

Dang Na University, Pusan, Korea

- English professor for junior and senior English majors.

-Hialeah Army Base, Pusan, Korea. \

- Guidance counselor/Director and GED Association of English Professors, Pusan, Korea.
- Worked as an English language coordinator and developed language tapes.

Oxford Public School System, Oxford, Massachusetts.

- High school biology/science teacher. High school representative for the superintendent's drug committee. Wrote curriculum for elementary and middle school science. Received tenure.

Auburn Public School System, Auburn, Massachusetts.

- Biology/chemistry/science teacher. Offered position for next year.

AWARDS PUBLICATIONS AND PRESENTATIONS:

Awarded the first Past Presidents' Scholarship by an educational association

Presented at the NYSASBO's Summer Business Workshop in 1994 through 2001 on current issues.

Twenty six presentations to Association of School Business Officials International Annual Conference from October, 1993 through October, 2006
(Examples of topics -Equity/Adequacy, High-Stakes Testing, Bonds, Green Facilities, National Facilities Standards, Budgeting/Accounting, Management)

"Implementing TQM in Maintenance and Operations" ASBOI's School Business Affairs.

"Certification: Still a Professional Issue for School Business Administration" ASBOI's School Business Affairs.

"Two Special Security Features of New York School District General Obligation Bonds" NYSASBO's New York ASBO Reporter.

U.S. Department of Education's NCES papers reviewer on their research

PROFESSIONAL INTERESTS:

Co-chair for the U.S. Department of Education upcoming national facilities standard manual (Vice Chair, subcommittee for the Arkansas Task Force on Facilities (legislative appointment) Chairs and Vice Chairs on Association School Business Officials International Legislative and Legal Aspects Committees; Legislative is a national lobbying cmte.

Phi Delta Kappa, Kappa Delta Pi (both Education Honors Societies)

New York State Association of School Business Officials (moderator, presenter, parliamentarian, coordinator, and Chair of the Constitution and By-laws committee, curriculum writer)

Association of School Business Officials International (Moderator, literary peer reviewer, presenter, Chair and Vice Chair of the Legal Aspects Committee,

Legislative Committee, COE accounting peer reviewer and MBA budget peer
reviewer)
Government Finance Officer's Association
MASLA (Management Advocates for School Labor Association)



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Valerie Palamountain		Election <input type="checkbox"/> Columbia <input checked="" type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 17 Fleetwood Drive Palmyra, VA 22963		Physical Address (if different)	
Years Lived in Fluvanna 15	Cell Phone – preferred? 4349819912	Home Phone – preferred?	Email vpalamountain@gmail.com
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): See attached			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: See attached			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): See attached			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I believe that giving back to the community is the responsibility of every citizen. With my background in workforce development, I am very familiar with the needs of employers, particularly the need to develop and retain qualified workers. My experience serving on the Board of Directors of the Fluvanna Chamber of Commerce and the Advisory Board for the Fluvanna Broadband Access Team has given me insights to the challenges facing the business community in a rural county. My knowledge of workforce and economic development will make me a valuable contributor to the Economic Development Authority.			
Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963 By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.			
Applicant's Signature Valerie Palamountain (From file)		Date 11/12/2019	

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Audit Committee
	Board of Equalization (BOE)
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
x	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team (FAPT)
	Finance Board
	Fluvanna Partnership for Aging Committee
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
	JAUNT Board

X	Board, Commission, Committee (cont.)
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Palmyra Area Revitalization Committee (PARC)
	Parks & Recreation Advisory Board
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)
	OTHER:

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only		
Application Received On:	11/12/2019	Application Received By: Leontyne Peck
Acknowledgement Sent:	11/20/2019	
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		

Valerie J. Palamountain
 APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES
 County of Fluvanna (Continued)

EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.):

EDUCATION:

- ♣ Fulbright Specialist at the Ministry of Education and Workforce Development, Bermuda, to develop a National Workforce Development Plan, January-February, 2018.
- ♣ Fulbright Specialist at Jadavpur University, Kolkata, India, to study workplace development skills for low-skilled adults, February 2015.
- ♣ M.S. Education Administration (post-secondary education emphasis), State University of New York at Albany, NY.
- ♣ B.A. English, Music Minor, Skidmore College, Saratoga Springs, NY.
- ♣ Project Management Graduate Level courses, DeVry University, Fort Washington, PA.

PROFESSIONAL EXPERIENCE:

Dean of Workforce Services

Piedmont Virginia Community College, Charlottesville, VA

January 2005 to present

Manage division with a staff of 16 for workforce development programs, including contract training, healthcare, small unmanned aerial systems, commercial drivers license, KidsCollege enrichment programs and community education. Work with regional business and industry including the Piedmont Workforce Network Workforce Investment Board. Lead agency for the One Stop Operator Consortium, a federally funded program from 2008-09. Applied for and secured over \$8 million in grant funding to underwrite the cost of new program development, workforce training and student tuition and fees. Designed and implemented a new viticulture and enology program to promote economic development in the region. Designed and implemented small unmanned aerial system program to train public safety and emergency services personnel. Both programs have been recognized by the Virginia Community College System and the Chancellor.

Director, Center for Business & Industry Training

Bucks County Community College, Newtown, PA

April 2001 to January 2005

Designed and implemented workforce development programs for regional business and industry, with concentration in healthcare education/career ladders. Applied for and secured grant funding to underwrite the cost of new program development, workforce training and student tuition and fees. During my tenure, the number of students served increased by 450%.

CURRENT OR PRIOR EXPERIENCE ON BOARDS/COMMISSIONS/COMMITTEES:
 BOARDS AND ADVISORY COUNCILS:

- ♣ Albemarle County Broadband Management Team, 2015-16.
- ♣ Albemarle County Rotary, 2006-present. Board member 2007- 2017. President, 2015-16.

- ♣ Fluvanna County Broadband Access Team, 2017.
- ♣ Fluvanna County Chamber of Commerce, Board member, Vice President, 2018-19.
- ♣ Jefferson Area Children's Health Improvement Program, Board member 2012 – 2017. Vice Chair, 2016-17, Secretary 2014-16.
- ♣ Virginia Community College System Re-Engineering Task Force Member representing Workforce Development Services, 2009 – 2015.
- ♣ Virginia Community College System Workforce Development Advisory Council, 2005 - present.
- ♣ Workforce Investment Board, 2005 – present; Program Chair 2016-17.
- ♣ Charlottesville-Albemarle Chamber of Commerce - Chair of the Education Session for Leadership Charlottesville, 2007 - 2015.
- ♣ Lake Monticello Owners' Association Board of Directors (elected position), 2011-2014, President, 2012-13, 2013-14; Secretary, 2011-12.
- ♣ Offender Aid and Restoration Albemarle and Charlottesville - Re-entry Services Committee Member and Steering Committee Member, 2009 – present.
- ♣ Louisa Re-entry Council, 2016 - present.
- ♣ Lake Monticello Owners' Association Wildlife Committee, 2009-11; 2015-present. Secretary, 2009; Chair 2010-2011; Secretary, 2019.
- ♣ Charlottesville-Albemarle Technical Education Center Joint Advisory Council, 2008 - 2015.
- ♣ Small Business Development Center Advisory Council, 2008 - 2015.
- ♣ Fluvanna County Career and Technical Education Council, 2008 - 2014.
- ♣ Smart Beginnings of Fluvanna and Louisa Advisory Council, 2011 - 2014.
- ♣ Central Virginia Partnership for Economic Development, Steering Committee, 2006 - 2012.
- ♣ Virginia Community College System Virginia Education Wizard Career Development Task Group, 2007-2008.
- ♣ Virginia Community College System Presidential Search Committee for Lord Fairfax Community College, 2017.
- ♣ Virginia Community College System Presidential Search Committee for Virginia Highlands Community College, 2009.
- ♣ Virginia Workforce Policy Advisory Council, 2012.

CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups-please provide dates):

PROFESSIONAL ORGANIZATIONS/ASSOCIATIONS:

- ♣ Albemarle County Rotary Club (2006-present), President 2015-16
- Association of General Contractors in Virginia
- ♣ Audubon Society (Long time)
- ♣ Friends of the Presidents, Alumni Association, Skidmore College (Over 20 years)
- ♣ Learning Network Resources (LERN) (2001-present)
- ♣ National Council for Continuing Education and Training (2001-present)
- ♣ Project Management Institute (former member)
- ♣ Virginia Community College System – Workforce Development Services Peer Conference Chair (2006, 2007, 2008)

Professional Development Committee Chair (2006-07)

♣ Church of our Saviour (2006-present)

Valerie J. Palamountain
17 Fleetwood Drive
Palmyra, VA 22963

vpalamountain@pvcc.com

SUMMARY

Education Administrator and Project Manager with over 20 years experience in project initiation, planning, scheduling and implementation in a variety of disciplines. Background includes hands on experience in project management in workforce development and training, educational programs, and information technology for private industry, non-profits and public sector. Particular strength in defining goals and the strategy to achieve them. Demonstrated competencies in:

- Team Building
- Strategic Planning and Turnarounds
- Personnel Management
- Facilitation and Presentation Skills
- Process Management
- Consulting and Consultative Sales

PROFESSIONAL EXPERIENCE:

Dean of Workforce Services

Piedmont Virginia Community College, Charlottesville, VA

January 2005 to present

Manage division with a staff of 16 for workforce development programs, including contract training, healthcare, small unmanned aerial systems, commercial drivers license, KidsCollege enrichment programs and community education. Work with regional business and industry including the Piedmont Workforce Network Workforce Investment Board. Lead agency for the One Stop Operator Consortium, a federally funded program from 2008-09. Applied for and secured over \$8 million in grant funding to underwrite the cost of new program development, workforce training and student tuition and fees. Designed and implemented a new viticulture and enology program to promote economic development in the region. Designed and implemented small unmanned aerial system program to train public safety and emergency services personnel. Both programs have been recognized by the Virginia Community College System and the Chancellor.

Achievements:

- Designed and implemented a new viticulture & enology program working with industry partners. Classes are held at regional vineyards and wineries with instructors recruited from industry and combine experiential learning with classroom theory. The Viticulture & Enology program was recently recognized as a statewide “best practice” program by the Virginia Community College System and the State Board of Wine for supporting a major growth industry. Applied for and secure grant funding to expand the program to include a training vineyard for our students at Monticello, the home of Thomas Jefferson. The Viticulture & Enology program celebrated its 10th anniversary on March 19, 2015. Over 30 of our students have started wineries in Virginia.
- Initiated the Analyst Boot Camp (ABC) program with regional economic development, government contractors, the military and a third-party training vendor (ATIC) to introduce intelligence analysis training to provide a qualified workforce in the emerging field of intelligence. The Analyst Boot Camp is a post-graduate program; students may receive six graduate credits from AMU towards a Master’s degree upon completion of the ABC.
- Applied for and secured \$1.6 million in Federal grant funding to develop a Construction Academy in response to the industry need for entry level workers in carpentry, masonry, plumbing, electrical, landscaping, HVAC and green building.

Valerie Palamountain

- Introduced KidsCollege@PVCC Summer Career Academies for students in grades 3-10, which grew from two Academies in 2010 to over 100 Academies at multiple sites in 2017 with over 1600 enrollments. The Career Academies focus on STEM (Science, Technology, Engineering and Math) using problem-based learning techniques.
- Worked with the University of Virginia to develop an entrepreneurship program for Tibetan entrepreneurs. This exchange program, funded annually by the U.S. Department of State, trained twelve Tibetans in entrepreneurship skills in the U.S. As one of the program administrators, I traveled twice to Tibet to observe entrepreneurial opportunities in Eastern China.
- Introduced Allied Health curriculum using in-house and third-party vendors. Converted a credit program in Nurse Aide that historically had low enrollment, to a noncredit program with an annual enrollment of 80 students.
- Developed relationships with the Chambers of Commerce in the Charlottesville area to offer business courses for small business owners.
- Expanded online training from 30 classes per year to over 700 classes with more than 500 enrollments, generating \$100,000 in revenue annually.
- Introduced Small Engine Repair program that leads to certification by the Equipment & Engine Training Council, and implemented the program at Albemarle-Charlottesville Regional Jail for soon-to-be-released offenders.
- Partnered on multiple regional and Federal grants with sister community colleges.
- Served on the Chancellor's Re-Engineering Task for the Virginia Community College System (2010-2015), representing the Workforce Development divisions for the Community College System.
- Served on the Steering Committee representing the community college Workforce divisions for the statewide evaluation of an enterprise system for Workforce Development and Continuing Education. This has been a five-year project that required significant changes to processes throughout the system.
- Serve on the Workforce Development Services Advisory Council from 2005-present. Chaired the Workforce Development Services Peer Conference from 2006-2008.
- Served on the Presidential Search Committee for Virginia Highlands Community College, 2009.
- Over ten years, Workforce Services at PVCC grew from a marginal program of 1,500 students and gross revenue of less than \$400,000 to a vibrant and innovative program that serves 6,000 students annually with annual revenue of \$1.8 million.
- Awarded Fulbright Specialist, April 2013-May 2018. Research project at the Ministry of Education and Workforce Development, Hamilton, Bermuda, "Bermuda National Workforce Development Plan."
- Awarded Fulbright Specialist, February 2015. Research project at Jadavpur University, Kolkata, India, "Workforce Development for Low-Skilled Workers."

**Director, Center for Business & Industry Training
Bucks County Community College, Newtown, PA
April 2001 to January 2005**

Designed and implemented workforce development programs for regional business and industry, with concentration in healthcare education/career ladders. Applied for and secured grant funding to underwrite the cost of new program development, workforce training and student tuition and fees. During my tenure, the number of students served increased by 450%.

Achievements:

- Developed the proposal for a new Practical Nursing program for 50 fulltime students, which was approved by the State Board of Nursing on the first submission. Hired the Director of the Practical Nursing Program. Planned and supervised renovations for the Nursing Skills Lab. Wrote and obtained grants for \$450,000 to offset the cost of initiating the program. Contracted with clinical

sites. Partnered with community organizations and trade union for scholarships for all of the students in the first year of the program. The Practical Nursing program is 1,550 hours, non-credit.

- Planned and implemented a two-year Radiography program for 15 fulltime students. Hired the Director of Radiography. Contracted with clinical sites for facilities, instructors and tuition reimbursement for students. The Radiography program is 3,400 hours, non-credit.
- Implemented a blended credit/non-credit IT apprenticeship program at Lockheed Martin for disadvantaged youth from center city Philadelphia, funded by a Federal grant. This program was documented in "Case 12. Community College, University, and Corporate Partnership to Combat Employment Shortages," in *Linking Workforce Development to Economic Development, A Casebook for Community Colleges*, William R. Rothwell and Patrick Gerity, eds., American Association of Community Colleges, 2008.
- Initiated an on-site degree program in Early Childhood Education for Head Start workers in Philadelphia in response to "No Child Left Behind" legislation.
- Implemented WEDnetPA, a statewide program for incumbent worker training.
- Served on the implementation team for a regional consortium of six colleges to offer workforce development programs to business, industry and trade unions. Recruited instructors, developed processes shared by all institutions, and managed program budgets.
- Introduced new processes and procedures, expanded the use of automation, and implemented professional development plan for each staff member.
- Managed a staff of 15 permanent employees and four grant-funded employees, and a budget of \$750,000.

Project Management Instructor (September, 2000 to 2005)

Applied my knowledge in business and education to develop and teach a 56-hour project management certificate program in private industry and at the collegiate level. Edited and published *PSSI/Methods*, an automated version of the Project Management Institute Body of Knowledge® (PMBOK®), published July, 2003. Revised in 2005.

Achievements:

- Developed course materials, presentation materials, case study and student workbook.
- Developed learning objectives and measurement tools.
- Instructed classes both on-line and in classroom settings.

Project and Process Management Senior Consultant (April, 1996 to March, 2001):

Consulted with clients to market and deliver project and process management consulting and training services for the following firms:

- Project Support Services, Inc., North Hills, PA
- Pcubed, Inc. Ann Arbor, MI
- CorePlan, Inc., Warrington, PA
- Pricewaterhouse Coopers, Chesterbrook, PA

Achievements:

- On-site consultant for Fortune 500 medical device corporation to develop their e-Business strategy, implement project management, and develop their e-Business organization.
- Developed and tested an Artificial Intelligence program for a patient management system for HIV patients to assist the medical community in tracking the patient's diagnosis, treatment program, mutations, drug conflicts, and historical data. From the information, the A.I. recommended new treatment programs, alerted the medical professional to possible conflicts and the severity of the conflict(s), and identified missing or out of date information.

District Manager, AGS Management Systems, Inc.**King of Prussia, PA****April, 1981-April, 1996**

Sales and marketing manager for a project management software development and consulting firm with an international clientele. Provided internal technical consulting support for the sales force and distributor network. Represented client interests in new product development. Managed sales territory. Top salesperson in the history of the company with an average sale for new customers of over \$200,000. AGS developed industry-standard project management tools before the introduction of Microsoft Project.

Achievements:

- Achieved and maintained a 50% close ratio in sales.
- Developed sales territories throughout the United States.
- Provided sales and technical support for project and process management tools.
- Negotiated contracts for products and services.
- Interacted with senior and executive level management in client organizations.
- Introduced new products and services.
- Researched market trends and competitive products for new business development.
- Managed telemarketing operation.
- Developed product marketing, sales and demonstration materials (brochures, presentations, lead tracking information, contact management).
- Developed business-to-business relationships with third-party vendors.
- Trained new sales and marketing staff.
- Conducted seminars on process and project management tools.
- Organized the employee buy-out of AGS Management Systems, Inc. when the company went independent in 1994.

EDUCATION:

- Fulbright Specialist at the Ministry of Education and Workforce Development, Bermuda, to develop a National Workforce Development Plan, January-February, 2018.
- Fulbright Specialist at Jadavpur University, Kolkata, India, to study workplace development skills for low-skilled adults, February 2015.
- M.S. Education Administration (post-secondary education emphasis), State University of New York at Albany, NY.
- B.A. English, Music Minor, Skidmore College, Saratoga Springs, NY.
- Project Management Graduate Level courses, DeVry University, Fort Washington, PA.

PUBLICATIONS:

- "Case 12. Community College, University, and Corporate Partnership to Combat Employment Shortages," in *Linking Workforce Development to Economic Development, A Casebook for Community Colleges*, William R. Rothwell and Patrick Gerity, eds., American Association of Community Colleges, 2008.
- *PSSI Methods*, a CD of the Project Management Institute Body of Knowledge® (PMBOK®) formatted in a database tool and exported as a project template to Microsoft Project, published July, 2003. ISBN: 097413600X. Revised 2005.

SELECTED PRESENTATIONS:

- EducationUSA bi-regional workshop for advisers Delhi, India. "Why should we promote 2+2 programs," April 4, 2019. Co-presenter with Sudarshan Saha, EducationUSA Advising Coordinator, United States – India Educational Foundation (USIEF), Kolkata Yale University School of Management, Panelist, "Grit and the Psychology of Success," April 5-6, 2018.

Valerie Palamountain

- RURAL Conference, sponsored by Downs Government Affairs, Smithsonian, The George Washington University, Achieving the Dream, Missouri State and Virginia Community College System, December 5-6, 2017. "Viticulture & Enology Program and Piedmont Virginia Community College."
- Virginia Community College System State Board Annual Meeting, November 14, 2012. "Fast Track: New Solutions for Rapid Credentialing and Employability."
- Virginia Community College System Hire Education Conference, December 7-9, 2011. "Three Weeks in Tibet: Education to Employment."
- Leadership Charlottesville, Education Session Chair and Presentations, 2006 - 2015.
- Leadership Charlottesville, Economic Development Session Presentations, 2010 - 2013.
- LEAD Virginia Alumni Association, "Economic Development in Central Virginia," June 2010.
- Virginia Juvenile Detention Commission, "Career Readiness for Juveniles," August 25, 2008.
- League for Innovation in the Community College National Conference, March 19-22, 2006. Presentation on the VCCS Institutes of Excellence program.
- National Council for Continuing Education & Training National Conference, October 17-19, 2005. Presentation on the Viticulture & Enology Program at Piedmont Virginia Community College.
- American Association of Community Colleges Workforce Development Institute, January 28-30, 2004 and National Council for Workforce Education National Conference, October 26-28, 2003. Presentation on the Nursing Career / Education Ladder Program at Bucks County Community College.
- WEDnetPA Annual Partners Retreat, April 6-8, 2004. Presentation on Best Practices in WEDnetPA Grant Administration.
- Bucks County Workforce Development Summit, June 9, 2004. Planning committee member for a conference on the needs of business and industry, sponsored by the Bucks County Workforce Investment Board. Facilitated the panel on Healthcare Issues.
- Paper accepted by National Council for Continuing Education & Training (NCCET), October 16-19, 2004, on the Early Childhood Education program to Head Start workers in Philadelphia, PA.
- League for Innovation in the Community College National Conference, October 19-22, 2003. Presentation on the IT Apprenticeship Program at Lockheed Martin Corporation in Partnership with Bucks County Community College.

AWARDS:

- Rotary International District Service Award, 2016.
- Chancellor's Award for the Workforce Services Leader for Expanding Workforce Opportunities, 2011.
- Workforce Investment Board, Commendation for leadership of the One Stop Consortium, 2008.
- LERN Annual Conference on Lifelong Learning, 2006. Viticulture and Enology Program for South African Black Economic Empowerment Program.

PROFESSIONAL ORGANIZATIONS/ASSOCIATIONS:

- Albemarle County Rotary Club (2006-present), President 2015-16
- ASTD
- Audubon Society
- Friends of the Presidents, Alumni Association, Skidmore College
- Learning Network Resources (LERN)
- National Council for Continuing Education and Training
- Project Management Institute (former member)
- Virginia Community College System – Workforce Development Services
 - Peer Conference Chair (2006, 2007, 2008)
 - Professional Development Committee Chair (2006-07)

BOARDS AND ADVISORY COUNCILS:

- Albemarle County Broadband Management Team, 2015-16.
- Albemarle County Rotary, 2006-present. Board member 2007- 2017. President, 2015-16.
- Fluvanna County Broadband Team, 2017.
- Fluvanna County Chamber of Commerce, Board member
- Jefferson Area Children’s Health Improvement Program, Board member 2012 – 2017. Vice Chair, 2016-17, Secretary 2014-16.
- Virginia Community College System Re-Engineering Task Force Member representing Workforce Development Services, 2009 – 2015.
- Virginia Community College System Workforce Development Advisory Council, 2005 - 2017.
- Workforce Investment Board, 2005 – 2017; Program Chair 2016-17.
- Charlottesville-Albemarle Chamber of Commerce - Chair of the Education Session for Leadership Charlottesville from 2007 - 2015.
- Lake Monticello Owners’ Association Board of Directors (elected position), 2011-2014, President, 2012-13, 2013-14; Secretary, 2011-12.
- Offender Aid and Restoration - Re-entry Services Committee Member, 2009 - 2015.
- Lake Monticello Owners’ Association Wildlife Committee, 2009-11; 2015-17. Secretary, 2009; Chair 2010-2011.
- Charlottesville-Albemarle Technical Education Center Joint Advisory Council, 2008 - 2015.
- Small Business Development Center Advisory Council, 2008 - 2015.
- Fluvanna County Career and Technical Education Council, 2008 - 2014.
- Smart Beginnings of Fluvanna and Louisa Advisory Council, 2011 - 2014.
- Central Virginia Partnership for Economic Development, Steering Committee, 2006 - 2012.
- Virginia Community College System Virginia Education Wizard Career Development Task Group, 2007-2008.
- Virginia Community College System Presidential Search Committee for Virginia Highlands Community College, 2009.
- Virginia Workforce Policy Advisory Council, 2012.

RECENT PROFESSIONAL DEVELOPMENT:

- Fulbright Specialist, April 2013-May 2018. Research project at the Ministry of Education and Workforce Development, Hamilton, Bermuda, “Bermuda National Workforce Development Plan.”
- Fulbright Specialist, February 2015. Research project at Jadavpur University, Kolkata, India, “Workforce Development for Low-Skilled Workers.”
- Education2Employment Fellowship Exchange Program, Tibetan Center, University of Virginia, 2010-2018.
- LEAD Virginia, Class of 2013.
- LERN Executive Leadership Institute, April 2011.
- The Chair Academy Strategic Leadership, Strengths Finder, March, 2011.
- Virginia SPQA Baldige Criteria for Performance Excellence, 2009.
- National Council for Workforce Education, National Conference, October 18-21, 2008.
- Virginia Council for International Education (VaCIE), Jadavpur University, Kolkata, India, 2007-08.
- Aspen Institute Sector Skills Academy, 2006-2007.
- National Career Pathways Network Annual Conference, October 10-13, 2007.
- Virginia Community College System Administrative and Instructional Leaders Program, 2006.
- National Council for Continuing Education and Training, Leadership Institute, 2006.
- Charlottesville Regional Chamber of Commerce, Leadership Charlottesville, 2006.

KEY SKILLS:

- Excellent research skills.

Valerie Palamountain

- Excellent project and process management skills.
- Excellent team building and communications skills.
- Excellent organizational, management, supervisory and leadership skills.
- Self-motivated, self-starter with the ability to motivate others.
- Excellent interpersonal, customer relationship and account management skills.
- Excellent writing skills.
- Excellent contract negotiation and fulfillment skills.
- World traveler throughout the United States (all 50 states!), Canada, Europe, Central America, South America, Africa, India, Southeast Asia, Tibet and China.

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

TAB K

MEETING DATE:	February 19, 2020				
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):	Eric Dahl, County Administrator				
PRESENTER(S):	Bethel Kefyalew, Operations Engineer, & 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 Quarterly Report				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

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

TAB L

MEETING DATE:	July 1, 2020				
AGENDA TITLE:	FY20 YTD Revenue 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
			X		
STAFF CONTACT(S):	Mary Anna Twisdale, Director of Finance				
PRESENTER(S):	Mary Anna Twisdale, Director of Finance				
RECOMMENDATION:	N/A				
TIMING:	N/A				
DISCUSSION:	Provide an update on FY20 Revenue Collections				
FISCAL IMPACT:	Unknown				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

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

TAB M

MEETING DATE:	July 1, 2020				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors June 17, 2020 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday, June 17, 2020, 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):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Minutes for June 17, 2020.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Morris Room, County Administration Building
June 17, 2020
Regular Meeting 7:00pm**

MEMBERS PRESENT: John M. (Mike) Sheridan, Columbia District, Chair
 Tony O’Brien, Rivanna District, Vice Chair {*entered meeting at 7:09pm*}
 Mozell Booker, Fork Union District*
 Patricia Eager, Palmyra District*
 Donald W. Weaver, Cunningham District

ABSENT: None.

ALSO PRESENT: Eric M. Dahl, County Administrator
 Fred Payne, County Attorney
 Caitlin Solis, Clerk for the Board of Supervisors

**Due to health concerns, Mrs. Booker and Mrs. Eager are attending the meeting virtually/by telephone*

- *Mozell Booker, (Calling from 258 Bass Lane)*
- *Patricia Eager, (Calling from 1107 Mechunk Creek Drive)*

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

At 7:03pm, Chair Sheridan called to order the Regular Meeting of June 17, 2020.
 After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

MOTION:	Accept the amended Agenda, for the June 17, 2020 Regular Meeting of the Board of Supervisors.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Second			Motion
VOTE:	Yes	Yes	Absent	Yes	Yes
RESULT:	4-0				

4 - COUNTY ADMINISTRATOR’S REPORT

Mr. Dahl reported on the following topics:

Governor Northam Proposes Juneteenth a State Holiday

- Juneteenth is the oldest known commemoration of the end of slavery in the United States.
- It marks the day in 1865 that enslaved people in Galveston, Texas, the last of the former Confederate states to abolish slavery, finally heard that the Civil War had ended, and learned that the Emancipation Proclamation had made them free nearly two years earlier.
- Governor Northam announced yesterday afternoon that he intends to mark Juneteenth as a permanent paid state holiday, with starting by giving state employees a day off this Friday, June 19th.
- Fluvanna follows the state holiday schedule.
- Friday, June 19th, 2020 has been added as a holiday and County offices will be closed in observance.

Fluvanna County Phased Reopening Plan

- PHASE 1: Monday, June 15, 2020 - County facilities remain closed to the public, with the exception the Sheriff’s Office, the Courthouse, and the Registrar’s Office. Employees will begin the process of returning to worksites, with modified teleworking still available to staff.
- PHASE 2: Monday, June 22, 2020 - The Commissioner of the Revenue and Treasurer’s building opens to the public for walk-in services, with restrictions on the number of customers allowed in each office at a

time. All other County buildings are open by appointment only, except those buildings already open to the public, as listed in Phase 1 above.

- PHASE 3: Monday, July 6, 2020 - Modified Parks and Recreation programming and small-group summer camps begin. Outdoor facility rentals will be available. More specific details to come.
- PHASE 4: *Date and final guidelines TBD* - County Buildings open to the public.

Free Drive through testing for COVID-19

- Monday June 22, 2020 - Fork Union Fire Department - By appointment only

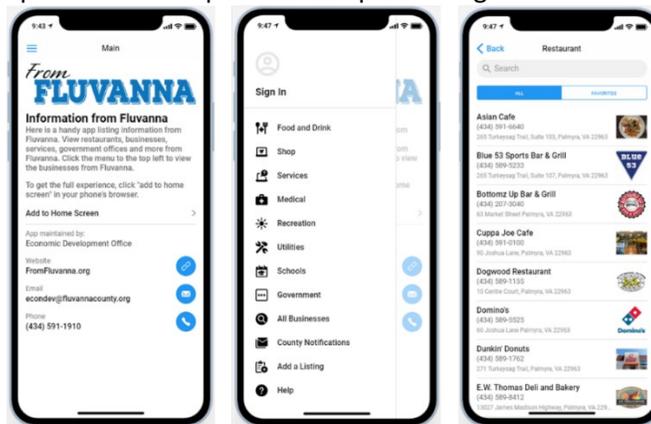
Democratic & Republican Primary Election – Tuesday, June 23, 2020

Yard Sign Design Options



Spotlight on Business

- The Economic Development Office developed a new mobile friendly website we are calling the “From Fluvanna app”
- The app will list every business from Fluvanna
- It is currently populated from the business directory, the Chamber of Commerce directory, online research and suggestions
- We have over 225 businesses listed
- Any business from Fluvanna can request to be listed or update information
- The Economic Development office expects to complete design work this week and launch it next week.



County Information Resources

- County Website: <https://www.fluvannacounty.org/>
 - Dedicated pages to the latest COVID-19 info and resources for Businesses
- Sign-up for FAN Mail: <https://www.fluvannacounty.org/subscribe>
- Facebook: <https://www.facebook.com/FluvannaCountyGovernment/>
- Twitter: <https://twitter.com/fluvannacounty>

Next BOS Meetings:

Day	Date	Time	Purpose	Location
Wed	July 1	4:00 PM	BOS Regular Meeting	Morris Room
Wed	July 1	7:00 PM	BOS Regular Meeting	Morris Room
Wed	Aug 5	4:00 PM	BOS Regular Meeting	Morris Room

5 - PUBLIC COMMENTS #1

At 7:10pm, Chair Sheridan opened the first round of Public Comments.

- Rudy Garcia, 802 Rivanna Woods Drive, encouraged the Board of Supervisors to make a statement to condemning racism and supporting equality and opportunities for all.
- Helen Schoene, 211 Jefferson Drive, Chair of the Fluvanna Democratic Committee, complimented Sheriff Hess’ comments and summarized the two ads placed in the Fluvanna Review by the Fluvanna Democrats. The first ad is a public statement of support for Sheriff Hess and the other ad is a statement of racial equality signed by over one hundred members of the community.
- Ben Hudson, 274 Lexie Lane, asked the Board of Supervisors to amend Resolution 19-2020 with more specific language.
- Shirley Roundtree, 3855 Mountain Hill Road, Petitioned the Board of Supervisors approve a resolution condemning the racial oppression of people of color in our county.
- Patti Reynard, Broken Island, spoke in opposition to Resolution 19-2020.

With no one else wishing to speak, Chair Sheridan closed the first round of Public Comments at 7:27pm.

6 - PUBLIC HEARING

ZMP 19:02 – 2428 Richmond Road LLC– Douglas Miles, Community Development Director

Rezoning Case and Zoning Text Amendment

- Conditional Rezoning Application ZMP 19:02 2428 Richmond Road LLC from A-1 to I-1 Zoning with Proffered Conditions dated January 2, 2020
- Zoning (Ordinance) Text Amendment ZTA 19:04 Vehicle Impound Facility by SUP in A-1, B-1 & I-1 Zoning and by Right in I-2 Zoning

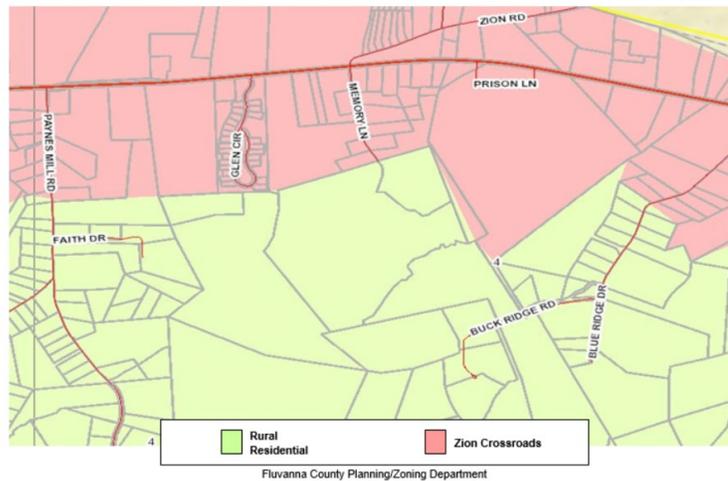
2017 Rezoning / 2019 Conditional Rezoning

- Rezoning Case ZMP 17:05 – Denied in 2018
 - request involved the entire subject parcel and All of the permitted I-1 and the I-2 land uses
- Conditional Rezoning Application ZMP 19:02
 - request involves the front portion of 7.5 acres and Applicant requesting certain I-1 land uses

ZMP 19:02 – Subject Parcel Request Location



Planning Area: Zion Crossroads – 250 Corridor



Current Zoning Ordinance Definition & Use:

- Automotive Repair Service use (definition)

A facility for the general repair, rebuilding, or reconditioning of engines, motor vehicles, or trailers, or providing collision services, to include body, frame or fender repair and overall painting (located inside of building).

I-1 Rezoning with Zoning Text Amendment

- Vehicle Impound Facility use (possible new definition) A facility that provides for the temporary, screened storage of operable or inoperable vehicles to be claimed by their titleholders or agents; or those vehicles that are awaiting insurance adjustments or claims within 30 days or less for insurance purposes.

Screened Storage / I-1 Zoning Requirements:

- Site screening requirements are imposed to protect adjacent residential property and to be near a labor supply to support I-1 uses - Screening of outside dumpsters, loading areas and temporary storage yards shall include fencing, landscaping and/or walls

Lighting Requirements / Noise Ordinance:

- Lighting shall not be greater than ½ foot candle at the property line near A-1 and R districts and can have low security lighting - Noise Ordinance states that construction, demolition and/or maintenance activities cannot occur before 6:00 am / after 11:00 pm

Planning Commission Recommendation

- I-1 Land Uses to be excluded in the proffers: Automobile Sales, Recreational vehicle sales, Contractor’s storage yards and Lumberyards as by right land uses; along with Amusements, commercial, Outdoor entertainment, Outdoor recreational facilities, and Outdoor gatherings by an SUP permit.

Applicant did not revise January 2nd Proffers

- 2428 Richmond Road LLC, Applicant has chosen not to revise his Proffer Statement dated January 2, 2020 as recommended by the Planning Commission in their motion on February 11, 2020 after hearing the public comments from adjacent property owners

At 8:07pm, Chair Sheridan opened the Public Hearing Public Comments.

- Salvatore Zambito, 394 Glen Circle, Spoke in opposition of ZMP 19:02
- Elizabeth Cating, 2451 Richmond Rd, Spoke in opposition of ZMP 19:02
- Joseph Ryan, 113 Glen Circle, Spoke in opposition of ZMP 19:02

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

MOTION:	Deny ZMP 19:02, a request to amend the Fluvanna County Zoning Map with respect to approximately 7.5 acres of Tax Map 4, Section A, Parcel 27, to conditionally rezone the same from A-1 Agricultural, General to I-1, Industrial, Limited along with the Statement of Proffers dated January 2, 2020.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver

ACTION:		Motion			
VOTE:					
RESULT:	Motion Failed for Lack of a Second				

MOTION:	Approve ZMP 19:02, a request to amend the Fluvanna County Zoning Map with respect to approximately 7.5 acres of Tax Map 4, Section A, Parcel 27, to conditionally rezone the same from A-1 Agricultural, General to I-1, Industrial, Limited along with the Statement of Proffers dated January 2, 2020.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Yes	No	Yes	Yes	Yes
RESULT:	4-1				

ZTA 19:04 Vehicle Impound Facility Zoning Text Amendment – Douglas Miles, Community Development Director

Automotive Land Uses

Automotive Repair Service: A facility for the general repair, rebuilding, or the reconditioning of engines, motor vehicles, or trailers, or providing collision services, to include body, frame or fender repair and overall painting (with towing as accessory use to an Automotive Repair Service use)

Automotive Land Uses

In the City of Charlottesville and Albemarle County historically is where tow trucks have been located and they are commercially taxed by each of those localities rather than here within Fluvanna County
 More vehicle recovery operators are now looking to locate in the County’s commercial corridors such as US 250 & Route 15 to serve I-64 and they could be commercially taxed within Fluvanna County

Automotive Land Uses

Vehicle Impound Facility (22-22-1 Definitions)

A facility that provides for the temporary, screened storage of operable or inoperable vehicles to be claimed by their titleholders or agents; or those vehicles that are awaiting insurance adjustments or claims within 30 days or less for insurance purposes (as Proposed)

Vehicle Impound Facilities are used by Virginia jurisdictions to impound vehicles that have been left along public roadways or have not paid personal property taxes for years and;

They are used by the private vehicle recovery operators to temporarily store the damaged vehicles removed from the public roads for insurance claim purposes by vehicle owners

Salvage and Scrap Yard: Facilities engaged in the storage, sale and dismantling or other processing of uses or waste materials which are not intended for reuse in their original forms (I-2 with an SUP)

Typical land uses are retail or wholesale sales of used auto parts that are placed up onto racks and is not a Vehicle Impound Facility that has a time limit and does not allow for disassembly of autos as insurance claims are being processed on them

Proposed Zoning Districts

Proposed Zoning Text Amendment (ZTA) to define and to add Vehicle Impound Facility in the Zoning Ordinance to further define this as a new land use for the modern, vehicle recovery truck operators

A Special Use Permit (SUP) in the A-1, B-1 and I-1 Zoning Districts and make it a By Right use in I-2 District with required landscaping and screening for the temporary storage of damaged vehicles

At 8:42pm, Chair Sheridan opened the Public Hearing Public Comments. With no one wishing to speak, Chair Sheridan closed the Public Comments at 8:42pm.

MOTION:	Deny ZTA 19:04, An Ordinance To Amend Chapter 22 Zoning Of The Fluvanna County Code By The Addition Of A Definition under 22-22-1 Definitions; Uses Permitted By Special Use Permit in A-1 Zoning Under 22-4-2.2 , In B-1 Zoning Under 22-9-2.2 and in I-1 Zoning Under 22-11-2.2 and Uses Permitted By Right in I-2 Zoning Under 22-12-2.1 To Permit A Vehicle Impound Facility.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Motion			
VOTE:					
RESULT:	Motion Failed for Lack of a Second				

MOTION:	Defer ZTA 19:04, An Ordinance To Amend Chapter 22 Zoning Of The Fluvanna County Code By The Addition Of A Definition under 22-22-1 Definitions; Uses Permitted By Special Use Permit in A-1 Zoning Under 22-4-2.2 , In B-1 Zoning Under 22-9-2.2 and in I-1 Zoning Under 22-11-2.2 and Uses Permitted By Right in I-2 Zoning Under 22-12-2.1 To Permit A Vehicle Impound Facility.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Abstain	Second	Motion		
VOTE:		Yes	Yes	Yes	Yes
RESULT:	4-0-1				

Resolution Approving a Plan of Financing with the Virginia Resources Authority – Mary Anna Twisdale, Director of Finance

Background:

- The Board originally planned to fund up to \$3,000,000 out of fund balance to complete the Zion Crossroads Water/Sewer Project.
- During budget discussions it was decided instead of cash funding, the County would debt fund the balance of the project.
- In February 2020, the Virginia Department of Environmental Quality (DEQ) approached the County about extending the Zion Crossroads waterline on Hwy 250 1.1 miles west of where it currently terminates on Memory Lane, to properties contaminated by an old petroleum release.
- The overall cost for this Phase 2 Zion Crossroads waterline extension is estimated at \$1.5M. DEQ will provide a maximum funding for this project of \$1.0M, with the Fluvanna County Board of Supervisors wishing to issue Revenue Bonds for the remainder of the project.
- The County originally planned to borrow \$2,790,000, the fees have decreased from the original estimate of \$40,000 to \$30,000 lowering the amount to \$2,780,000.
- Fees 1.09%

Overview:

- On Wednesday, June 17, 2020, the Board of Supervisors (the “Board”) of Fluvanna County, Virginia (the “County”), will hold a public hearing on the proposed issuance of a water and sewer revenue bond of the County, in the estimated maximum principal amount not to exceed \$3,000,000 (the “Bond”), to be sold by the County to the Virginia Resources Authority (“VRA”), which is expected to purchase the Bond pursuant to a Local Bond Sale and Financing Agreement between the County and VRA with a portion of the proceeds of the sale of the VRA’s Series 2020B Bonds (Virginia Pooled Financing Program). Proceeds generated from the sale of the Bond to VRA will be used for the purpose of financing the planning, acquisition and construction of certain water and wastewater infrastructure improvements in the Zion Crossroads area of the County and paying certain costs of issuance of the Bond.
- **Code of Virginia 15.2-2606:** “...before the final authorization of any bonds by a locality, the governing body of the locality shall hold a public hearing on the proposed bond issue. Notice of the hearing shall be published once a week for two successive weeks in a newspaper published or having general circulation in the locality. The notice shall state the general purpose or purposes and the estimated

maximum amount of the bonds proposed to be issued and shall specify the time and place of the hearing at which persons may appear and present their views.

Project Funding:

Zion Crossroads Water & Sewer System Project Budget	Budget Presented Oct 2018	Expended	Obligated/ Contracts	Anticipated	TOTAL PROJECT COSTS
TOTALS	\$ 11,630,228	\$ 9,153,524	\$ 2,614,353	\$ -	\$ 11,767,877
	Original Cash Funded				\$ (831,640)
	Remaining Funds Needed				\$ 10,936,237
	Debt Proceeds - Funds Available				\$ (8,505,053)
	SNAP Interest Earnings (as of 3/31/20)				\$ (398,770)
	CURRENT County Funding Requirement				\$ 2,032,414

- Total Projected Project Costs with West Extension **\$13,297,877**

Resolution:

- RESOLUTION APPROVING A PLAN OF FINANCING WITH THE VIRGINIA RESOURCES AUTHORITY Resolution 20-2020

At 9:02pm, Chair Sheridan opened the Public Hearing Public Comments. With no one wishing to speak, Chair Sheridan closed the Public Comments at 9:02pm.

MOTION:	Approve the resolution entitled "Resolution Approving a Plan of Financing with the Virginia Resources Authority" which shall be for a term not to exceed December 31, 2040, in a principal amount not to exceed \$3,000,000, and bear interest at a rate not to exceed (4.25%) .				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Supplemental Appropriation of FY20 CARES Act Funding – Mary Anna Twisdale, Director of Finance

Background:

- Congress passed and the President recently signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020.
- This Act provides funding for a number of different programs to address the COVID-19 pandemic.
- Fluvanna County's allocation is \$2,379,202
- These funds may not be used to cover County revenue shortfalls.
- Per the Code of Virginia 15.2.2507, any additional appropriation(s) which increases the total budget by more than 1% of the total expenditure budget for that fiscal year is required to be advertised for a public hearing at least seven days prior to the Board of Supervisors' approval of such appropriation; with such advertisements authorized by the County Administrator, unless the County Administrator deems such request for advertisement should require Board of Supervisors approval.

At 9:04pm, Chair Sheridan opened the Public Hearing Public Comments. With no one wishing to speak, Chair Sheridan closed the Public Comments at 9:04pm.

MOTION:	Approve the supplemental appropriation of \$2,379,202 CARES Act Funding to the FY20 CARES Budget.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Second			Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

FY20 CARES Act Budget Transfer – Mary Anna Twisdale, Finance Director

The County received \$2,379,202 in CARES Act funding due to the COVID19 pandemic. These funds were allocated to the CARES Act Department Contingency Line. Funds will be further disbursed to the following categories to cover the various expenses associated with responding to the COVID19 health crisis -

- A. Overtime Pay (Pandemic related) \$1,000
- B. Full-Time Salaries (includes FMLA & Emergency Sick Leave) \$20,000
- C. Janitorial Supplies (additional cleaning & disinfecting supplies) \$15,000
- D. Chemical Supplies (for use by FUSD & Palmyra Sewer) \$2,000
- E. ADP Supplies (software for telecommuting & virtual meetings) \$2,000
- F. Emergency Supplies (PPE, Sanitizer, Plexiglas, Temperature Kiosk) \$25,000
- G. General Materials and Supplies (additional filtration supplies for FUSD & Sewer) \$5,000
- H. EDP Equipment (videoconferencing for courts, virtual meeting hardware) \$20,000
- I. Site Improvements (drop box, motion sensor) \$1,000
- J. Economic Development Grant (grants to local small business) \$350,000
- K. Printing and Binding (signs) \$5,000
- L. Advertising (health information in ads in local paper) \$1,000

As funds are used or anticipated the Board will approve moving them to the associated expenditure lines within the CARES Department.

MOTION:	Approve a transfer of \$447,000 from FY20 CARES Act Contingency line to CARES Act individual expenditure lines as presented.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Second	Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Authorization to advertise to hold a Public Hearing for the Ordinance to Amend Sections 4-1-1 And 8-5 of the Fluvanna County Code to Conform to the Recodification of Title 55 (Now Title 55.1) of the Code Of Virginia – Eric Dahl, County Administrator

MOTION:	Ratify the advertisement to hold a Public Hearing to be held on July 1, 2020 for proposed amendments of SECTIONS 4-1-1 AND 8-5 of the Fluvanna County Code.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Second	Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Authorization to Advertise a Public Hearing for the Continuity of Operations Emergency Ordinance – Eric Dahl, County Administrator

MOTION:	Ratify the advertisement to hold a Public Hearing to be held on July 1, 2020 for the Emergency Ordinance entitled “Emergency Ordinance to Effectuate Temporary Changes in Certain Deadlines and to Modify Public Meeting and Public Hearing Practices and Procedures to Address Continuity of Operations Associated with Pandemic Disaster.”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion		Second		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Funds for Recovery and Operations Management: Fluvanna Small Business Grant – Bryan Rothamel, Economic Development Coordinator

CARES Act Guidance to Localities:

- Fluvanna County received \$2.379 million from the CARES Act.
- The Guidance from the Treasury Department allows small business grants:
 - *Nonexclusive examples of eligible expenditures*
 - Eligible expenditures include, but are not limited to, payment for:
 - 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - » Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - *The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?*
 - Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.
 - *The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?*
 - Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

Fluvanna Business Recovery Loan:

- Previously Fluvanna County Board of Supervisors re-designated the remaining \$35,000 Fluvanna Business Loan Fund (FBLF) for the Fluvanna Business Recovery Loan (FBRL).
- Community Investment Collaborative managed the FBLF and the FBRL for the County.
- CIC received an additional \$15,000 donation to be used for the FBRL.
- 4 businesses from Fluvanna were approved for loans.
 - A total of \$16,500 was loaned.
 - The loans are a 2-year term, with 1% interest.
 - After repayment, the FBRL will revert to the FBLF.

FROM: Fluvanna Small Business Grant:

- Staff designed two programs to utilize 19% of the CARES Act allocation to assist entities from Fluvanna.
- The Funds for Recovery and Operations Management: Fluvanna Small Business Grants
 - \$350,000 to assist for-profit businesses from Fluvanna (15% of allocation)
 - \$100,000 to assist non-profit entities from Fluvanna (4% of allocation)
- These grants are narrowly tailored for response to COVID-19 health emergency.
- Community Investment Collaborative would manage at a 3% fee (an additional \$13,500 fee).

FROM: Fluvanna “For-Profit” Grants:

- \$350,000 for this portion of the program.
- Eligibility:
 - Must be operational as of March 27, 2020 & Must be based out of Fluvanna
 - Does not require a physical location. Can be homebased business.

- Current on local taxes
 - Money cannot be used to become current on taxes.
- For profit business or a non-profit school
- Amount awarded:
 - Farmers (0 FTE employees): up to \$2,500, 1 FTE: up to \$5,000, 2-20 FTE: up to \$10,000, 21-50 FTE: up to \$15,000, 51+ FTE: up to \$20,000
- Must show a revenue loss or expenditure increase due to COVID-19 health crisis
 - Costs can be used for:
 - PPE, Redesign of structure of operations such as social distancing requirements, Including website, ecommerce, or other digital forms of communicating to customers or clients, Payroll or other operating expenses, Rent or mortgage payments, Debt incurred because of COVID-19 disruption, Teleworking, Loss revenue based on Forward Virginia guidelines
- Criteria:
 - Examples include: showing a 2019 profit/loss and showing how 2020 profit/loss is different.
 - Future costs must have an estimate/budget of costs to be completed by September 15, 2020.
 - Items not completed by September 15 must be repaid to Fluvanna.
- Ineligible
 - Franchises not based in Fluvanna, Banks, Non-profit entities that are not schools
- Priority
 - Closed during Phase III, Closed during Phase II, Closed during Phase I, Partially open during Phase III, Partially open during Phase II, Partially open during Phase I, Remained open but suffered financial loss
 - PPP funded or UI recipient will be used as a tiebreaker and not an eliminating factor. However, funds cannot be requested for the same use.

FROM: Fluvanna “Non-Profit” Grants:

- \$100,000 for this portion of the program.
- Eligibility:
 - Must be operational as of March 27, 2020
 - Must provide community support such as:
 - Food – Childcare - Other household needs such as clothes
 - Must be based in Fluvanna
- Amount awarded: up to \$10,000
- Criteria:
 - Must show increase in costs due to COVID-19 health emergency
 - Must show 2019 Form 990
- Funds can be used for:
 - PPE, Redesign of structure of operations such as social distancing requirements (including website, ecommerce, or other digital forms of communicating to customers or clients), Payroll or other operating expenses, Rent or mortgage payments, Debt incurred because of COVID-19 disruption, Teleworking, Loss Revenue
- Priority:
 - Provided food - Provided childcare - Provided other household needs
 - PPP funding will be used as a tiebreaker and not an eliminating factor. However, funds cannot be requested for the same use.

MOTION:	Approve to allocate \$350,000 of the \$2.379 million Fluvanna County received from the Commonwealth of Virginia, as part of The Coronavirus Aid, Relief, and Economic Security (CARES) Act, to be used for the Funds for Recovery and Operations Management (FROM): Fluvanna Small Business Grants in response to the COVID-19 disruption, with the grant requirements as presented. The FROM:
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	Fluvanna Small Business Grants will be administered by the Community Investment Collaborative for a fee no more than 3 percent.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second		Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Law Enforcement Pay Plan – Jessica Rice, Human Resources Manager

- In July 2018, the BOS approved implementing a career development plan for the Sheriff’s Office that included criteria for internal promotions. The promotions were based upon completion of classes and on-the-job experience.
- The current career development plan did not provide opportunities for all Deputies. Promotions were limited to class size enrollment limits, and specialized assignments within the Department. Additionally, when the career development plan was implemented in 2018, the pay for existing deputies was not realigned based upon skills and experience.
- Since that time, market surveys have indicated that the starting pay for Fluvanna Deputies is inequitable compared to similar and surrounding jurisdictions. This has directly impacted the County’s ability to recruit viable law enforcement personnel. The County will also use this opportunity for a market realignment now, eliminating pay compression caused by increasing the starting pay for new Deputies.
- Differential Pay is included in the new Law Enforcement Pay Plan. An annual amount of \$1,100 (divided by 24 pay periods) is paid to Sheriff’s Deputies, Sergeants, and Lieutenants while they are regularly assigned to work rotating shifts, including nights and weekends. The intent is to provide additional compensation for personnel who work the least desirable schedules and who regularly sacrifice time with their families. Differential Pay is a best practice that agencies offer across the Commonwealth and the United States.
- The Law Enforcement Pay Plan is a pay and job classification schematic that is separate from the rest of the County positions. The new Law Enforcement plan does not fall within the pay bands of other classifications and is designed so that it can be amended to include other public safety departments in the future.
- Upon implementing the Law Enforcement Pay Plan, the 2018 Sheriff’s Office career development plan will no longer be active, and will be archived.

Current Deputy Position Requirements:

Pay Band 12	Probationary Deputy: <ul style="list-style-type: none"> • Entry level
Pay Band 13	Deputy Sheriff 1: <ul style="list-style-type: none"> • 12 months active law enforcement service • 1 Primary training (LEO or CSCP) completed
Pay Band 14	Deputy Sheriff 2: <ul style="list-style-type: none"> • 24 months active law enforcement service as a Deputy 1 • 1 Primary and 1 Secondary training completed
Pay Band 15	Deputy Sheriff 3: <ul style="list-style-type: none"> • 5 years of cumulative law enforcement service • 1 Primary and 2 Secondary trainings completed

Primary/Secondary Certifications:

- Primary
 - Law Enforcement Officer (LEO), Jail/Court Security-Civil Process (CSCP)
- Secondary
 - Law Enforcement Officer (LEO), Court Security/Civil Process (CSCP), School Resource Officer (SRO), Animal Control Officer (ACO)

Sign-on Bonus:

\$5,000 for new Deputies hired with prior Law Enforcement Officer Certification

- BOS approved bonus increase from \$3,000 to \$5,000 on December 18, 2019
- Since that date, the Sheriff’s Office has hired 3 new experienced Deputies who have qualified for the bonus

Current Pay Plan Issues:

- Starting pay below Law Enforcement market rates
- Inequities in pay increase and promotional opportunities
- Current Law Enforcement staff paid below market rates for training and experience
 - Pay bands & Compression
- Training classes and special assignments used to offset compensation issues

New Pay Plan Proposal

Sheriff’s Office Pay Schematic:

Pay Band	Class	Position Title	Full-Time Hourly Rates			Full-Time Annual Pay (Expected)		
			Minimum	Mid-Range	Maximum	Minimum	Mid-Range	Maximum
105	6070	Deputy Sheriff- Probationary	\$17.40	\$21.75	\$26.10	\$38,000	\$47,500	\$57,000
106	6060	Deputy Sheriff	\$18.36	\$22.95	\$27.53	\$40,090	\$50,113	\$60,135
107	6050	Deputy Sheriff- Investigator	\$20.19	\$25.24	\$30.29	\$44,099	\$55,124	\$66,149
108	6040	Deputy Sheriff- Sergeant	\$21.11	\$26.39	\$31.66	\$46,104	\$57,630	\$69,156
109	6030	Deputy Sheriff- Lieutenant	\$24.28	\$30.35	\$36.41	\$53,020	\$66,275	\$79,530
110	6035	Deputy Sheriff- LT of Investigations	\$25.49	\$31.86	\$38.24	\$55,671	\$69,589	\$83,507
111	6020 (EXEMPT)	Deputy Sheriff- Captain	\$27.92	\$34.90	\$41.88	\$60,973	\$76,216	\$91,460
112	6010 (EXEMPT)	Chief Deputy Sheriff- Major	\$32.11	\$40.13	\$48.16	\$70,119	\$87,649	\$105,179
113	6000 (EXEMPT)	Sheriff	\$41.36	\$51.71	\$62.05	\$90,339	\$112,924	\$135,509

Current Pay Bands v. Proposed Plan:

Position Title	Current Full-time Hourly Rates			Proposed FY21 Full-Time Hourly Rates		
	Minimum	Mid-Range	Maximum	Minimum	Mid-Range	Maximum
Deputy Sheriff- Probationary	\$16.46	\$20.58	\$24.69	\$17.40	\$21.75	\$26.10
Deputy Sheriff	\$17.37	\$21.71	\$26.05	\$18.36	\$22.95	\$27.53
Deputy Sheriff- Investigator	\$18.32	\$22.90	\$27.48	\$20.19	\$25.24	\$30.29
Deputy Sheriff- Sergeant	\$20.39	\$25.49	\$30.59	\$21.11	\$26.39	\$31.66
Deputy Sheriff- Lieutenant	\$22.91	\$28.64	\$34.37	\$24.28	\$30.35	\$36.41
Deputy Sheriff- LT of Investigations	na	na	na	\$25.49	\$31.86	\$38.24
Deputy Sheriff- Captain	\$28.93	\$36.16	\$43.39	\$27.92	\$34.90	\$41.88
Chief Deputy Sheriff- Major	\$32.50	\$40.63	\$48.75	\$32.11	\$40.13	\$48.16
Sheriff	\$36.52	\$45.65	\$54.78	\$41.36	\$51.71	\$62.05

Annual Assignments:

- Master Deputy- 4 *(was 5)*  \$3,300 per year
- Field Training Officer- 3 *(was 4)* 
- Range Master- *Eliminated (was 1)* 
- Motor Officer- *Eliminated (was 1)* 
- CSCP* *All* 
- DARE *Eliminated* 
- Detective 1 
- General Instructor 

\$1,000 per year

\$500 per year

Master Deputy and FTO assignments are included in annual salary for VRS.

Differential Pay:

- \$1,100 annual stipend for sworn, non-exempt Law Enforcement
- Flat amount divided by 26 pay periods, not hourly rate
- Does not count towards annual salary for VRS
- Paid to personnel whose regularly scheduled work hours include nights and weekends, in rotation
- Designed to compensate personnel for working undesirable work schedules and recognize schedules that require additional time away from families
- Differential Pay ceases upon reassignment
- Standard among Law Enforcement agencies across the Commonwealth and the US

Local Law Enforcement Market Rates:

Jurisdiction	Position	Population Served	Starting Pay
Powhatan County	Deputy Sheriff	28,601	\$44,777
Greene County	Deputy Sheriff	19,612	\$44,251
Spotsylvania County	Deputy Sheriff	133,033	\$44,024
Orange County	Deputy Sheriff	36,073	\$40,664
Albemarle County Sheriff	Deputy Sheriff	107,702	\$40,030
Rockingham County	Deputy Sheriff	80,227	\$39,228
Nelson County	Deputy Sheriff	14,943	\$39,114
Augusta County	Deputy Sheriff	75,144	\$39,000
Shenandoah County	Deputy Sheriff	43,225	\$38,997
Madison County	Deputy Sheriff	13,277	\$37,950
Fluvanna County	Deputy Sheriff	26,452	\$37,929
Buckingham County	Deputy Sheriff	17,065	\$36,000
Louisa County	Deputy Sheriff	35,860	\$35,576
Bath County	Deputy Sheriff	4,297	\$33,855

MOTION:	Approve the Law Enforcement Pay Plan, as presented, effective July 1st, 2020.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second	Motion			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

- Mr. O'Brien apologized for the "tone deafness" of the *Law Enforcement Pay Plan* agenda item.
- Mrs. Eager read the statement placed in the Fluvanna review by the Fluvanna Democratic Party and thanked the sheriff for his service
- Mr. Sheridan thanked the Sheriff for everything he and his staff do for our community.

A Resolution and Statement Following the Death of George Floyd – Eric M. Dahl, County Administrator
 Following the deaths of George Floyd and Rayshard Brooks, the Board of Supervisors agreed to produce a resolution strongly denouncing the actions that resulted in their deaths.

MOTION:	Extend the June 17, 2020 meeting until 1:00pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

- After a lengthy discussion, the Board of Supervisors agreed on resolution version #3 with a few modifications.

MOTION:	Adopt a Resolution and Statement Following the Deaths of George Floyd and Rayshard Brooks.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion	Second			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

7A – BOARDS AND COMMISSIONS

MOTION:	Move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s):				
	- Library Board of Directors (At-Large), Cheryl Potter, Term June 1, 2020, through June 30, 2024.				
	- Economic Development Authority (EDA Rep), Ben Hudson, Term June 1, 2020, through June 30, 2024.				
	- Agricultural Forestal District Advisory Council (Landowner), Kathleen Kilpatrick, Term June 1, 2020, through June 30, 2024.				
	- Agricultural Forestal District Advisory Council (Land Use), Laura Lee, Term June 1, 2020, through June 30, 2024.				
	- Agricultural Forestal District Advisory Council (Landowner), Richard Talley, Term June 1, 2020, through June 30, 2024.				
	- Planning Commission (Cunningham), Barry Bibb, Term June 1, 2020, through June 30, 2024.				
- Planning Commission (Palmyra), Howard Lagomarsino, Term June 1, 2020, through June 30, 2024.					
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Motion			Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

9 - CONSENT AGENDA

The following items were discussed before approval:

M - Accounts Payable Report for May 2020 – Liz Mclver, Management Analyst

The following items were approved under the Consent Agenda for June 17, 2020:

- Minutes of June 3, 2020 – Caitlin Solis, Clerk to the Board
- Accounts Payable Report for May 2020 – Liz Mclver, Management Analyst
- FY20 4th Quarter Voluntary Contributions – Liz Mclver, Management Analyst
- FY20 Department of Social Services Share of the Cost Allocation Funds – Liz Mclver, Management Analyst
- FY20 Animal Friendly Supplemental Appropriation – Liz Mclver, Management Analyst
- CRMF - FCPS - FMS HVAC Compressors – Don Stribling, FCPS
- SMART SCALE Round 4 Applications – Douglas Miles, Community Development Director
- DRT Contract Amendment #1 – Cyndi Toler, Purchasing Officer
- Appointment of Project Consultant for the James River Water Project – Eric Dahl, County Administrator

MOTION:	Approve the consent agenda, for the June 17, 2020 Board of Supervisors meeting, and to ratify Accounts Payable and Payroll for May 2020, in the amount of \$2,207,856.01.					
	MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
	ACTION:			Second		Motion
	VOTE:	Yes	Yes	Yes	Yes	Yes
	RESULT:	5-0				

10 - UNFINISHED BUSINESS

Local Allocations for Federal CARES Coronavirus Relief Funds – Eric Dahl, County Administrator
 Continuing discussion for funding Uses of the CARES relief funds.

11 - NEW BUSINESS

None

12 - PUBLIC COMMENTS #2

At 12:05am Chair Sheridan opened the second round of Public Comments.

- Patti Reynard, Broken Island, spoke in opposition to Resolution 19-2020
- Haden Parish, 429 Main Street, spoke in support of Resolution 19-2020
- Rudy Garcia, 802 Rivanna Woods Drive, spoke in support of Resolution 19-2020
- Ben Hudson, 274 Legacy lane, spoke in support of Resolution 19-2020

With no one wishing to speak, Chair Sheridan closed the second round of Public Comments at 12:15am.

13 - CLOSED MEETING

MOTION:	At 12:15 am, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.6 of the Code of Virginia, 1950, as amended, for the purpose of discussing Investment of Funds.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Absent	Yes	Yes	Yes	Yes
RESULT:	4-0				

MOTION:	At 12:37am, move 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."				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

14 - ADJOURN

MOTION:	Adjourn the regular meeting of Wednesday, June 17, 2020 at 12:39 am.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

 Caitlin Solis
 Clerk to the Board

 John M. Sheridan
 Chair



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 19-2020

**A RESOLUTION AND STATEMENT FOLLOWING THE DEATHS OF
GEORGE FLOYD AND RAYSHARD BROOKS**

WHEREAS, the Fluvanna County Board of Supervisors, like so many in the Commonwealth, is shocked and appalled at the deaths of George Floyd and Rayshard Brooks at the hands of those sworn to protect them. We understand that these deaths are only two of many such deaths of Black Americans; and

WHEREAS, this Board strongly denounces the actions that resulted in the deaths of Mr. Floyd and Mr. Brooks and understands the emotions that this arouses, locally and around the world; and

WHEREAS, this Board adamantly rejects words, actions, and policies that foster division and bring out bigotry, hatred, and discrimination, and condemns racism and oppression of people of color in our county; and

WHEREAS, we acknowledge that a disproportionate number of Black Americans are affected by poverty, incarceration, lack of access to quality medical care and educational opportunities. We also know that decisions made at the local level have profound effects on those living in our community; and

WHEREAS, Fluvanna has shown its strength during our current and continuing pandemic, Fluvanna residents have answered the call, mobilizing and providing support and care to neighbors, showing through actions the understanding that Fluvanna is a united community; and

WHEREAS, we know that members of our community are disheartened and in pain and we understand that our words may not fully provide the comfort that is necessary right now, let our actions and interactions with every one of you show our true intent; and

WHEREAS, The Fluvanna County Board of Supervisors calls on the Fluvanna County Sheriff's office to commit to transparency and recommit to maintaining the trust established with our community, and to gather and make public data on the racial demographics of police encounters; and

WHEREAS, The Fluvanna County Board of Supervisors calls on the Fluvanna County Sheriff to increase transparency and make the public aware of the role, duties, membership, and training of the reserve deputy program, and commit to training reserve deputies on crisis intervention, cultural diversity, how to avoid bias-based policing, and the proper use-of-force.

WHEREAS, the Fluvanna County Board of Supervisors supports Fluvanna County Sheriff Eric Hess and commends the Fluvanna County Sheriff's Office for adopting the 21st Century Policing practices. We know that the Fluvanna County Sheriff's Office will strive to equally protect and serve all Fluvanna residents.

NOW, THEREFORE BE IT RESOLVED, that the Fluvanna County Board of Supervisors calls now for all residents of Fluvanna County to turn their considerable capacity for love and care to those in the community who are most affected by the practices of injustice that are a continuing part of our national fabric. We will approach these concerns as a community, united during the good times as well as the bad times; and

BE IT FURTHER RESOLVED, that this Board commits itself to efforts to engage the community in constructive, honest, and substantive dialogue to better understand where inequities exist and to adopt policies to eliminate them. This Board is committed to ensuring a safe and healthy environment where everyone can thrive, and we urge all county residents to join us in this crucial, ongoing effort. We recommit to you our intent to build and support a united community of all Fluvanna residents, based in mutual respect, equity, and wellbeing.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a Regular Meeting of the Board held on the 17th day of June, 2020;

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District	X				X	
Patricia B. Eager, Palmyra District	X					X
Anthony P. O'Brien, Rivanna District	X					
John M. Sheridan, Columbia District	X					
Donald W. Weaver, Cunningham District	X					

Attest:

John M. Sheridan, Chair

Fluvanna County Board of Supervisors

RESOLUTION 20-2020**RESOLUTION APPROVING A PLAN OF FINANCING WITH THE VIRGINIA RESOURCES AUTHORITY**

WHEREAS, the Board of Supervisors (the “Board”) of Fluvanna County, Virginia (the “County”) has previously determined that the County should proceed with a plan to extend water and wastewater infrastructure (the “2017 Project”) to the Zion Crossroads area of the County in furtherance of the County’s designation of Zion Crossroads as an area of focus for economic development for the County; and

WHEREAS, the Board previously determined to finance a portion of the costs of the 2017 Project through participation in the Virginia Pooled Financing Program (“VPFP”) offered by the Virginia Resources Authority (“VRA”), and to that end the Board previously authorized the issuance of, and on August 16, 2017, the County issued, its Water and Sewer Revenue Bond, Series 2017 in the principal amount of \$7,715,000 (the “2017 Local Bond”), payable to Virginia Resources Authority (“VRA”) which VRA purchased pursuant to the terms of that certain Local Bond Sale and Financing Agreement dated as of June 23, 2017 (the “2017 Financing Agreement”); and

WHEREAS, the Board has determined that the County should finance an additional portion of the costs of the 2017 Project, and the costs of further extension of water and wastewater infrastructure into the Zion Crossroads area of the County together with related costs of issuance (the “2020 Project” and, together with the 2017 Project, the “Project”); and

WHEREAS, based on advice of its financial advisor, Raymond James & Associates, Inc. (the “Financial Advisor”), the County may realize favorable financing terms for the financing of the Project through the issuance by the County of its Water and Sewer Revenue Bond, Series 2020 (the “2020 Local Bond”), to be acquired by VRA in connection with the County’s participation in the VPFP; and

WHEREAS, in furtherance of its objective to realize such favorable financing terms for the Project, the County completed and submitted to the VRA an application for participation in the VPFP through VRA’s issuance of its Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program) Series 2020B (the “2020B VRA Bonds”) in August, 2020; and in response has received from VRA a Term Sheet dated May 22, 2020 (the “VRA Term Sheet”) with respect to the financing of the Project; and

WHEREAS, the County has received the advice of its Financial Advisor with respect to the financing of the Project on the terms set forth in the VRA Term Sheet (the “Plan of Financing”) and has determined to implement the Plan of Financing through participation in the VPFP through issuance by the County of the 2020 Local Bond and the sale of such 2020 Local Bond to VRA in connection with the issuance by VRA of the 2020B VRA Bonds; and

WHEREAS, the Board previously resolved to hold a public hearing on the issuance of the 2020 Local Bond on June 17, 2020 (the “Public Hearing”) in accordance with Section 15.2-2606 of the Code of Virginia of 1950, as amended (the “Virginia Code”), which public hearing was held by the Board on the date hereof prior to its consideration of this Resolution; and

WHEREAS, in connection with the issuance of the 2017 Local Bond, the County established the Zion Crossroads Water and Sewer Enterprise Fund for the operation of the Project (the “Enterprise Fund”), and pledged all revenues generated by the Project and otherwise appropriated by the County to such Enterprise Fund (the “Zion W&S Revenues”) to the payment of amounts due from the County under the 2017 Financing Agreement, and the County now desires to pledge the Zion W&S Revenues to the payment of the 2020 Local Bond on a parity basis with the pledge of such W&S Revenues to the payment of the 2017 Local Bond, all as contemplated and required by the VRA Term Sheet; and

WHEREAS, the County now desires to accept the VRA Term Sheet and approve the Plan of Financing, to approve and authorize the execution and delivery of a Local Bond Sale and Financing Agreement, between

VRA and the County with respect to the 2020 Local Bond (the “2020 Financing Agreement”), a Non-Arbitrage Certificate and Tax Compliance Agreement, between VRA and the County (the “Tax Compliance Agreement”), to authorize the issuance and sale of the 2020 Local Bond, and the execution and delivery by the County of all other instruments, agreements, certificates and other documents described in or contemplated by the 2020 Financing Agreement (collectively, the 2020 Financing Agreement, the Tax Compliance Agreement and such other documents are hereinafter referred to as, the “Documents”); and

WHEREAS, in addition to the pledge of Revenues, the County desires to agree to make payments on the 2020 Local Bond to the extent that Zion W&S Revenues are insufficient for such purposes, through appropriations to the Enterprise Fund, provided that such payments by the County will be subject to appropriation from time to time by the Board to the Enterprise Fund, and payable from the Enterprise Fund accordance with the terms of the 2020 Financing Agreement and the Local Bond (as hereinafter defined);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FLUVANNA, VIRGINIA:

1. The VRA Term Sheet is hereby accepted, and the County is hereby authorized to execute and deliver the VRA Term Sheet to VRA. The Plan of Financing is hereby approved, subject to the terms and conditions set forth in this paragraph. VRA will issue the 2020B VRA Bonds and use the proceeds thereof to acquire the 2020 Local Bond. Pursuant to the 2020 Financing Agreement, the County is hereby authorized to issue the 2020 Local Bond, and each of the County Administrator and Director of Finance is hereby authorized and directed to determine and approve the final terms of the 2020 Local Bond, provided however, that (i) the term of the 2020 Local Bond shall mature no later than December 31, 2040, (ii) the principal amount of the 2020 Local Bond shall not exceed \$3,000,000, (iii) the true interest cost of the 2020 Local Bond shall not exceed four and one quarter percent per annum (4.25%) (exclusive of Supplemental Interest as defined in the 2020 Financing Agreement), and (iv) the 2020 Local Bond shall be sold to VRA at a price not less than 99% of the principal amount of the 2020 Local Bond. The acceptance and approval of the County Administrator or the Director of Finance of the purchase price and final terms of the 2020 Local Bond shall be conclusively evidenced by the due execution and delivery of the 2020 Local Bond. The 2020 Local Bond shall be payable from the Enterprise Fund, into which shall be deposited the Zion W&S Revenues and any amounts that may be appropriated by the County from time to time to such Enterprise Fund, and collectively such amounts shall be sufficient to pay principal of and interest on the 2020 Local Bond, to pay the fees or expenses of the VRA and the Trustee (as defined in the 2020 Financing Agreement) and to pay certain other related costs as contemplated by the 2020 Financing Agreement. All transfers of funds by the County to the Enterprise Fund to pay principal of or interest on the 2020 Local Bond, or other amounts payable pursuant to the 2020 Financing Agreement, shall not constitute a “debt” of the County, but shall in all events be subject to appropriation from time to time by the Board of sufficient amounts for such purposes. The sale of the 2020 Local Bond to VRA is hereby authorized and the 2020 Local Bond shall be delivered to or upon the order of VRA upon payment of the purchase price thereof, pursuant to the terms of the 2020 Financing Agreement. The Plan of Financing, including without limitation an increase or decrease in the amount of proceeds requested from the VFPF and issuance of the 2020B VRA Bonds, shall be subject to the approval of, and contain such additional requirements and provisions as may be approved by, the County Administrator or the Director of Finance.

2. The Board hereby authorizes the pledge of Zion W&S Revenues to the payment of amounts due under the 2020 Local Bond and the 2020 Financing Agreement. Furthermore, the Board, while recognizing that it is not empowered to make any binding commitment to make appropriations beyond the current fiscal year, hereby states its intention to make appropriations in fiscal year 2021 and future fiscal years to the Enterprise Fund in amounts sufficient to make all payments due under the 2020 Local Bond and the 2020 Financing Agreement (to the extent that Zion W&S Revenues are insufficient for such purposes) and hereby recommends that future Boards of Supervisors do likewise during the term of the 2020 Local Bond and the 2020 Financing Agreement.

3. This 2020 Local Bond shall be a revenue bond of the County, for the payment of principal and interest on which the Zion W&S Revenues shall be pledged, subject to the County’s right to

apply such revenues to the payment of operation and maintenance expenses of the Project. Such pledge of the Zion W&S Revenues shall be valid and binding from and after the date of delivery of the 2020 Local Bond to VRA. Further, the Zion W&S Revenues shall immediately be subject to the lien of this pledge without physical delivery thereof or further act, and shall be valid and binding against all parties having claims of any kind against the County regardless of whether such parties have notice of such pledge.

4. The Chairman of the Board, the County Administrator and the Director of Finance, or either of them, is authorized and directed to execute the Documents to which the County is a signatory, all of which shall be in substantially the forms submitted to this meeting or in substantially the forms previously executed by the County in connection with its prior participation in the VPPF, all of which are hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the County Administrator or Director of Finance and the County's bond counsel, with the County Administrator's or Director of Finance's execution to constitute conclusive evidence of his or her approval of any such completions, omissions, insertions and changes.

5. The Board hereby affirms and declares that the transactions contemplated by the 2020 Financing Agreement constitute the financing of essential water system and wastewater system capital projects for local government purposes and the County anticipates that such capital projects being financed in connection with the Project will continue to be essential to the governmental purposes of the County and its ownership and operation of the Project and the facilities related thereto, during and beyond the term of the 2020 Local Bond. Furthermore, the County covenants that it shall not take or omit to take any action the taking or omission of which shall cause the 2020B VRA Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations thereunder, or otherwise cause interest on the 2020B VRA Bonds to be includable in the gross income for Federal income tax purposes of the registered owners thereof under existing law.

6. The Board has previously received and reviewed an Information Statement describing the State Non-Arbitrage Program of the Commonwealth of Virginia ("SNAP") and the Contract Creating the State Non-Arbitrage Program Pool I (the "Contract"), and the Board has determined to authorize the County Treasurer to utilize SNAP in connection with the investment of the proceeds of the 2020B VRA Bonds, if the County Administrator determines that the utilization of SNAP is in the best interests of the County. The Board acknowledges that the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the County in connection with SNAP, except as otherwise provided in the Contract.

7. The County intends that the adoption of this resolution be considered as "official intent" within the meaning of the Treasury Regulations, Section 1.150-2, promulgated under the Code.

8. The Board hereby authorizes the VRA to include such information as may be deemed necessary relative to the County and the Plan of Financing in the Preliminary and Final Official Statement prepared with respect to the 2020B VRA Bonds (the "OS"), and further authorizes County Administrator, in consultation with the County's bond counsel, to prepare and file with the appropriate repository or repositories such continuing disclosure relative to the County and the Plan of Financing as may be deemed to be necessary in the event that the County shall become a "Material Local Government" with respect to the 2020B VRA Bonds, as described in the OS.

9. All costs and expenses in connection with the undertaking of the Plan of Financing and the issuance of the 2020B VRA Bonds, including the fees and expenses of the County's Bond Counsel and any fees and expenses allocable to the Trustee, VRA or its bond counsel or advisors, shall be paid from the proceeds of the 2020B VRA Bonds or other legally available funds of the County. If for any reason the 2020B VRA Bonds are not issued, it is understood that all such expenses shall be paid by the County from its legally available funds.

10. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.

11. All other acts of the County Administrator or the Director of Finance and other officers of the County that are in conformity with the purposes and intent of this Resolution and in furtherance of the County's participation in the VFPF, the issuance and sale by VRA of the 2020B VRA Bonds, and the undertaking of the Plan of Financing, including without limitation the making of arrangements for and publication of the Notice of Public Hearing, are hereby ratified and approved.

12. This Resolution shall be filed directly with the Clerk of the Circuit Court of the County as soon as practicable after adoption, but shall take effect only upon satisfaction by the County of all applicable requirements under the Public Finance Act, Title 15.2, Section 2600, et. seq. of the Virginia Code.

Adopted: June 17, 2020

(SEAL)
Clerk to the Board of Supervisors

A COPY TESTE: _____

CERTIFICATE

The undersigned Clerk of the Board of Supervisors (the “Board”) of the County of Fluvanna, Virginia (the “County”) hereby certifies that:

1. A meeting of the Board was duly called and held on June 17, 2020 (the “Meeting”).
2. Attached hereto is a true, correct and complete copy of a resolution (the “Resolution”) of the Board entitled “**RESOLUTION APPROVING A PLAN OF FINANCING WITH THE VIRGINIA RESOURCES AUTHORITY**” as recorded in full in the minutes of the Meeting and duly adopted by a majority of the members of the Board present and voting during the Meeting.
3. A summary of the members of the Board present or absent at the Meeting, and the recorded vote with respect to the Resolution, is set forth below:

VOTING					
Member Name	Present	Absent	Yes	No	Abstaining
John M. Sheridan, Chairperson	X		X		
Tony O’Brien, Vice Chairperson	X		X		
Donald W. Weaver	X		X		
Patricia B. Eager	X		X		
Mozell H. Booker	X		X		

4. The Resolution has not been repealed, revoked, rescinded or amended, and is in full force and effect on the date hereof.

Dated: June 17, 2020

WITNESS my signature and the seal of the Board of Supervisors of Fluvanna County, Virginia this 17th day of June 2020.

Clerk, Board of Supervisors of the County of
 Fluvanna, Virginia
 [SEAL]



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 21-2020

A RESOLUTION SUPPORTING THE SUBMISSION OF SMARTSCALE APPLICATIONS REQUESTING TRANSPORTATION FUNDING

At a regular monthly meeting of the Fluvanna County Board of Supervisors held at 7:00 p.m. on Wednesday, June 17, 2020 in Palmyra, Virginia, the following action was taken:

WHEREAS, during its 2014 session, the Virginia General Assembly enacted legislation in the form of House Bill 2 (SmartScale) which established new criteria for the allocation of transportation funding for projects within the state; and

WHEREAS, for the FY2022 application period this Board approved the following projects for submission:

1. Turkeysag Trail (Route 1015) and Route 53 Intersection (innovative intersections)
2. Troy Road (Route 631) and Route 250 Intersection (innovative intersections)
3. South Boston Road (Route 600) and Lake Monticello Road (Route 618) Intersection (intersection improvements)

WHEREAS, proposed improvements will be a benefit to the county in the areas of public safety, traffic flow, and economic development; and

WHEREAS, these projects, if approved, will be fully funded by the Virginia Department of Transportation; and

WHEREAS, a resolution of support from the Fluvanna County Board of Supervisors is recommended for application.

NOW, THEREFORE, BE IT RESOLVED that this Board hereby supports the SmartScale applications submitted by county staff for the above mentioned project.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 17th day of June 2020, by the following vote:

SUPERVISOR	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District	X					
Patricia B. Eager, Palmyra District	X					
Anthony P. O'Brien, Rivanna District	X					X
John M. Sheridan, Columbia District	X					
Donald W. Weaver, Cunningham District	X				X	

Adopted this 17th Day of June
by the Fluvanna County Board of Supervisors

ATTEST:

John M. Sheridan, Chairman
Fluvanna County Board of Supervisors

Board of Supervisors Minutes

Name: Ryant Washington

I ask that the Board of Supervisors adopt a formal resolution denouncing all forms of racism and discrimination in Fluvanna County.

To: Fluvanna County Board of Supervisors,

I am writing in response to Resolution 19-2020, "A Resolution and Statement Following the Death of George Floyd." I appreciate that the Board is considering this resolution and drafting a response to the reality of racism in this country and within our county. However, I am disappointed that the language in this statement is not stronger. There is no mention of the systemic racism that is pervasive in this country. The statement reads like the "thoughts and prayers" comments that do nothing to actually address the issues. I would like the Board to consider much stronger language condemning systemic racism and police brutality. I also believe the statement, as written, does not go far enough. It only offers a banal call for unity, but does not outline any steps the board will take to actually address issues of race within this county. Without action, this statement is meaningless.

Sincerely, Karen Mann - 398 Rockfish Run Rd - Scottsville, VA 24590

Dear supervisors,

As you are all well aware, many county businesses from restaurants to hairdressers have been seriously hurt by the fallout from COVID-19. I believe any help from the county to help small businesses survive would be a fiscally smart move. We need healthy small businesses to keep the county healthy overall. That is in part what the CARES Act is for. This is not about businesses being run badly or failing to compete. This is an unusual, once in a lifetime event. My business, the Fluvanna Review newspaper, has been seriously affected by the pandemic. Our revenue comes from ads and many of those ads are contingent on events, most of which were cancelled in an effort to slow the spread of the virus. We are the primary source of news for the county and we plan and hope to continue that important task. Thanks for listening.

Carlos Santos/publisher/editor - Crofton Plaza, Building 106, Suite 1, Palmyra, Virginia.

Hello Supervisors,

I'd like to speak to you today again about your opportunity to provide real leadership to our community in these very troubling times. I am providing this via email, but I am also intending to read it during public comments this evening. At the last Board meeting I asked you to display leadership and show support of our Black Community members. I encouraged you to make a statement in line with the statement that Sheriff Hess published. I am pleased you have on the agenda tonight a proposed resolution to address the situation. However, it is not enough. I would ask you to consider rewording the section of the resolution that says: WHEREAS, this Board adamantly rejects words, actions, and policies that foster division and bring out bigotry, hatred, and discrimination; and To something that has more meaning. One proposal that has been in circulation around the community is that it should read: WHEREAS The Fluvanna County Board of Supervisors stands with all citizens of Fluvanna against racism and in support of racial and economic justice, health equity, educational equity, and human and civil rights for all. The Fluvanna County Board of Supervisors affirms the values of inclusion, respect, and justice and seeks to adopt a resolution condemning racism and affirming Fluvanna County's values of inclusion, respect, and justice. Regardless of the final wording, to pass a resolution that does not condemn racism is in effect passing a resolution just to pass a resolution. You can do better than that. The community wants you to do better than that. Leadership is necessary by all our elected officials. Since your last Board meeting, over 150 Fluvanna Residents took part in a Fluvanna Equity Symposium where the Sheriff, the Commonwealth Attorney and one member of the BOS spoke about the issues surrounding equity and racial justice in Fluvanna County. Also in attendance was at least one School Board member and another member of the Board of Supervisors as well as one of our State Delegates. Conspicuously absent were the remainder of our elected officials. We have 15 locally elected officials who are serving our community. Every one of them has something to contribute to the issue of racial equity in our County. Only 30% of them attended the symposium. We deserve better than that as a community. At this moment in time, all of our elected officials have an obligation to listen to the community they represent and to be seen and heard in the public spaces speaking out on what they are doing to confront and eliminate racial inequities on our County. There will be another symposium; for those of you who were not at the last one, I would encourage you to attend the next one. Rudy Garcia - 802 Rivanna Woods Dr - Fork Union, VA 23055

Dear Mr. Dahl and the Fluvanna County Board of Supervisors-

I am deeply disappointed and refuse to accept the current Resolution 19-2020 as it stands. It offers no actionable items and does not specifically state condemnation of racism or oppression of African Americans or people of color. As a resident of Fluvanna county, I am writing to request that the Board of Supervisors amend Resolution No. 19-2020 in response to the murder of Mr. George Floyd. At the very least, this resolution should address the racism that led to his death and the preventable and lamentable deaths of so many black men and women in our nation, and renounce racism and oppression of people of color. I ask that the Fluvanna County Board of Supervisors stands with citizens of Fluvanna in condemning racism and in support of racial and economic justice, health equity, educational equity, and human and civil rights for all. I ask that the Fluvanna County Board of Supervisors convene a community group of People of Color along with representatives from the Fluvanna County public schools, law enforcement, housing, real estate, and social services departments to be tasked with the development of actionable items for this County to pursue related to equity and the reform needed to eliminate systemic racism. I ask that the Fluvanna County Board of Supervisors affirms the values of inclusion, respect, and justice and adopts a resolution condemning racism and oppression of people of color in our county. I request that the Fluvanna County Board of Supervisors condemns racism in any form, and adds a statement as such to Resolution 19-2020. Having been a participant in the Fluvanna Leadership Development class this past year and as a 28 year resident of this county, I demand that our county takes action and does so in an organized and timely fashion.

June 17, 2020

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Sincerely, Janice McCormick - 24 Evergreen Lane - Palmyra, Va 22963

Dear Mr. Dahl:

Please consider the wording below for the Board's resolution: The Fluvanna County Board of Supervisors stands with all citizens of Fluvanna against racism and in support of racial and economic justice, health equity, educational equity, human and civil rights for all. The Fluvanna County Board of Supervisors affirms the values of inclusion, respect, and justice and seeks to adopt a resolution condemning racism and oppression of people of color in our county. WHEREAS, the deaths of George Floyd, Manuel Ellis, Breonna Taylor, Ahmaud Arbery, and others across this country are unacceptable and such violence must end. Systemic racism in our country has existed for far too long, with tragic and deadly consequences. This must end, and each of us must do our part to ensure that it does stop; and WHEREAS, The Fluvanna County Board of Supervisors will strive to be honest and transparent in order to establish and build a the culture of trust within our community; and WHEREAS, The Fluvanna Board of Supervisors calls on the Fluvanna County Sheriff's office to commit to transparency and recommit to maintaining the trust established with our community, and to gather and make public data on the racial demographics of police encounters; and WHEREAS, The Fluvanna Board of Supervisors commends the Fluvanna County Sheriff's office for adopting the 21st Century Policing practices. We call on Sheriff Hess to make regular public reports on progress in achieving the goals of the six pillars; and WHEREAS, The Fluvanna Board of Supervisors calls on the Fluvanna County Sheriff to increase transparency and make the public aware of the role, duties, membership, and training of the reserve deputy program, and commit to training reserve deputies on crisis intervention, cultural diversity, how to avoid bias-based policing, and the proper use-of-force. WHEREAS, The Fluvanna Board of Supervisors also recognizes that the COVID-19 pandemic has exposed racial disparities in health and economic wellbeing; and WHEREAS, The Fluvanna Board of Supervisors recognizes the commitment of local nonprofit organizations and organizations that address issues of equity and provide support to all members of our community, especially during the COVID-19 pandemic. As a board, we recognize the many ways these organizations and individuals serve our community and we commit to prioritizing funding of these organizations and to partnering with them wherever possible; and WHEREAS, The Fluvanna County Board of Supervisors is dedicated to diversity and inclusion within our workforce. Our government must serve all of our citizens, and we are most effective at doing so when our workforce represents the community we serve – racially, ethnically, and linguistically. Our county is committed to building and supporting a diverse and inclusive workforce, and we publicly renew that commitment today; and WHEREAS, The Fluvanna County Board of Supervisors, in order to protect the health, safety, and well-being of its citizens adamantly rejects words, actions, and policies that foster division and bring out bigotry, hatred, and discrimination. We condemn racism, bigotry, hate, and violence and we commit to participating in anti-bias and anti-racism training for all members. The Fluvanna County Board of Supervisors condemns racism in any form and believes that the long-term, systemic solution to the problems of implicit bias, institutional racism, and bigotry can and should be addressed through intentional acts. Building a truly equitable and inclusive community requires everyone to work together. We encourage all to address inherent biases and racism, and to work to eliminate these from our hearts and minds. Additionally, this Board commits itself to efforts to engage the community in constructive, honest, and substantive dialogue to better understand where inequities exist and to adopt policies to eliminate them. These actions must be concrete and intended to bring about real change, and we will consistently measure our success or failure to bring it about. This Board is committed to ensuring a safe and healthy environment where everyone can thrive, and we urge all county residents to join us in this crucial, ongoing effort.

I thank you for sharing this request with members of the Board of Supervisors!

Regards, Tricia Johnson - Columbia, VA

My name is Barbara M. Cary and I am a resident of Fluvanna County. My address is 268 New Fork Church Lane, Palmyra, VA 22963. I am petitioning the Board to approve a Resolution to Condemn Racism and Oppression of People of Color in our County. Every day I see on TV or social media how racism and bigotry are dividing our country. This has been going on far too long. Now the world can see "some" of the injustices that people of color experience. I request that this resolution be approved with stronger words and meaning to clearly state and be supported by the Board of Supervisors standing in unity to demonstrate that Fluvanna County will not tolerate injustices, racism nor oppression of people of color.

Respectfully, Barbara M. Cary - "Time for Change"

I request that the Fluvanna County Board of Supervisors condemns racism in any form, and adds a statement as such to Resolution 19-2020.

Thank you, Gillian Ruffa (Palmyra district)

Dear Mr. Dahl,

I understand that Resolution 19-2020 will be presented at tonight's meeting. While I understand the intent of the resolution may be to express support and solidarity, I believe that it falls short. Racism is embedded in all aspects of our society. It is past time to acknowledge this, to determine how it is manifested in our personal lives, public spaces and institutions, and to begin steps to become an anti-racist community. As our elected representatives it is incumbent upon the Board of Supervisors to take leadership on this and to move Fluvanna forward with concrete steps. The rallies and protests across the country while precipitated by the murders of George Floyd, Breonna Taylor and Ahmaud Arbery at the hands of law enforcement, are not entirely a reaction to those killings. They reflect the American people's unwillingness to accept systemic inequities in policing any longer. Since January 2015, 95 people have been shot and killed by police in Virginia. Of that number 40 were black. The black population in our state is a little over 19% which means those 40 individuals represent 42% of the total deaths. In the vast majority of cases (34) body cameras were either not on or there's no report as to whether they were on or not. Of those forty, six cases involved unarmed victims, two more involved toy weapons. It is essential that all levels of law enforcement be held accountable and their policies and means of operation transparent to the citizens they serve. I ask that in regards to our own sheriff's office more data be made available. This would include regular publishing of statistics on race when law enforcement interacts with the public and that a line item budget and current discipline policies be posted on the sheriff's office website. In addition, I ask that more details about the sheriff's office reserve deputy program be made public. What training is required, what are the deputies' roles when interacting with the public,

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are they equipped with weapons, body cameras, badges or insignia indicating their names and designations within the department, etc. For there to be trust between elected officials and the community, regularly scheduled meetings giving opportunities for public comment should be held. In times such as these, virtual meetings should be held instead of in person gatherings so that the sheriff, or staff, could present updates, engage in a Q&A, etc. What I have outlined addresses law enforcement, but racism is ingrained in every aspect of our lives. There are issues with racial disparities in our schools, healthcare system, food access, employment opportunities, and more. All of these need our immediate and ongoing attention. One suggestion that arose in a recent forum was the establishment of a Diversity Affairs Commission which would be part of the Fluvanna County government. The formation of such a commission strikes me as a step the Board of Supervisors could commit to that would be an indication of its recognition of the depth of the problem and the need to address it at a county level. I ask that this and all of the measures mentioned above be put up for consideration by the board. And that a timeline for addressing them be publicized. Please share this email with the Board of Supervisors.

Sincerely, Millie Fife

Sources <https://mappingpoliceviolence.org/>

<https://www.washingtonpost.com/graphics/investigations/police-shootings-database/>

<https://www.aljazeera.com/indepth/interactive/2020/05/mapping-police-killings-black-americans-200531105741757.html>

Name: Gillian Ruffa

Comments

I request that the Fluvanna County Board of Supervisors condemns racism in any form, and adds a statement as such to Resolution 19-2020.

My greatest hope is that my government leaders will approach their duties with an open mind. I've seen evidence in all of you that you can and I appreciate that.

I am asking you to look deep inside and be willing to challenge what you believe to be true. This is an important step to develop and learn. Read authors of color. Watch movies produced and directed by people of color. Pay attention to what people of color tell you about what their life experience is. Don't just assume because you don't see it it's not their or it's not happening. I also ask you to set aside personal and political issues you have with Barack Obama and see him as a person of color who knows of what he speaks. He has a [foundation website](#) full of useful information. I urge you to visit it with an open mind. I've attached an article a lawyer in Reno, Nevada posted to Facebook and another by a lawyer in Charlottesville. Please read BEFORE you vote on the resolution at the meeting today. AND at the very least, this resolution should address the racism that led to George Floyd's death and the preventable and lamentable deaths of so many black men and women in our nation. In its simplest form, an amendment must add a statement to condemn racism and oppression of people of color in our county. However, given the longstanding history of racism and racist violence in our nation, as well as the impact of racial bias and racial disparities in our county, the time has come for the Board of Supervisors to make a much stronger statement, demonstrating a commitment to addressing inequities in Fluvanna. **Here are proposed additions to the amendment that the Board should consider, including actions the Board should commit to taking to provide for the health, safety, and well-being of all of residents of Fluvanna County:** The Fluvanna County Board of Supervisors stands with all citizens of Fluvanna against racism and in support of racial and economic justice, health equity, educational equity, and human and civil rights for all. The Fluvanna County Board of Supervisors affirms the values of inclusion, respect, and justice and seeks to adopt a resolution condemning racism and oppression of people of color in our county. WHEREAS, the deaths of George Floyd, Manuel Ellis, Breonna Taylor, Ahmaud Arbery, and others across this country are unacceptable and such violence must end. Systemic racism in our country has existed for far too long, with tragic and deadly consequences. This must end, and each of us must do our part to ensure that it does stop; and WHEREAS, The Fluvanna County Board of Supervisors will strive to be honest and transparent in order to establish and build a the culture of trust within our community; and WHEREAS, The Fluvanna Board of Supervisors calls on the Fluvanna County Sheriff's office to commit to transparency and recommit to maintaining the trust established with our community, and to gather and make public data on the racial demographics of police encounters; and WHEREAS, The Fluvanna Board of Supervisors commends the Fluvanna County Sheriff's office for adopting the 21st Century Policing practices. We call on Sheriff Hess to make regular public reports on progress in achieving the goals of the six pillars; and WHEREAS, The Fluvanna Board of Supervisors calls on the Fluvanna County Sheriff to increase transparency and make the public aware of the role, duties, membership, and training of the reserve deputy program, and commit to training reserve deputies on crisis intervention, cultural diversity, how to avoid bias-based policing, and the proper use-of-force. WHEREAS, The Fluvanna Board of Supervisors also recognizes that the COVID-19 pandemic has exposed racial disparities in health and economic wellbeing; and WHEREAS, The Fluvanna Board of Supervisors recognizes the commitment of local nonprofit organizations and organizations that address issues of equity and provide support to all members of our community, especially during the COVID-19 pandemic. As a board, we recognize the many ways these organizations and individuals serve our community and we commit to prioritizing funding of these organizations and to partnering with them wherever possible; and WHEREAS, The Fluvanna County Board of Supervisors is dedicated to diversity and inclusion within our workforce. Our government must serve all of our citizens, and we are most effective at doing so when our workforce represents the community we serve – racially, ethnically, and linguistically. Our county is committed to building and supporting a diverse and inclusive workforce, and we publicly renew that commitment today; and WHEREAS, The Fluvanna County Board of Supervisors, in order to protect the health, safety, and well-being of its citizens adamantly rejects words, actions, and policies that foster division and bring out bigotry, hatred, and discrimination. We condemn racism, bigotry, hate, and violence and we commit to participating in anti-bias and anti-racism training for all members. The Fluvanna County Board of Supervisors condemns racism in any form and believes that the long-term, systemic solution to the problems of implicit bias, institutional racism, and bigotry can and should be addressed through intentional acts. Building a truly equitable and inclusive

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community requires everyone to work together. We encourage all to address inherent biases and racism, and to work to eliminate these from our hearts and minds. Additionally, this Board commits itself to efforts to engage the community in constructive, honest, and substantive dialogue to better understand where inequities exist and to adopt policies to eliminate them. These actions must be concrete and intended to bring about real change, and we will consistently measure our success or failure to bring it about. This Board is committed to ensuring a safe and healthy environment where everyone can thrive, and we urge all county residents to join us in this crucial, ongoing effort.

Ruthann Carr - 1031 Shiloh Church Road - Palmyra, VA 22963

Attachment1:

[David Gamble Jr.](#) June 13 at 1:51 PM · I grew up in Reno, Nevada.

In third grade a boy confidently tells me and my brother that his mom said black people cannot swim because our muscles are different than those of white people. In middle school, standing among a group of white classmates talking video games, I am the only black child. One classmate expresses surprise that my family has enough money to afford a PlayStation. In high school, I am the only black kid among a group of friends. When sharing drinks in my presence they frequently tell each other not to “niggerlip” the bottles. Even though I object, they continue to use the phrase. In high school, my brother is at a teen house party that gets broken up by police, a common occurrence. The kids at the party scatter, also a common occurrence. My brother, the only black child in attendance, is the only one on whom a police officer draws a firearm to get him to stop running away. He is 14. In high school, a group of my white friends frequently sneak on to the outdoor basketball courts at an athletic club to play. They can usually play for hours, including with club members. On the two occasions I attend, club members complain and we are ejected from the club within minutes. In high school, I am excited about black history month and am talking to a friend about black inventors. My friend snorts and says, “Black people have never invented anything.” In high school, as graduation approaches, many of my white friends tell me that I am lucky. They tell me that due to my skin color, I will get into any college I want. I remain in Reno for college. During college an employer keeps food for employees in the break room refrigerator. One morning I decided to have microwaveable chicken wings for breakfast. The employer tells me I might not want to eat that for breakfast with my skin color. The employer immediately apologizes. In college I am standing in a group of white friends on campus. A white acquaintance of one of my friends approaches to chat. The acquaintance tells a story about something that frustrated him and then reels off a series of expletives ending with the word, “nigger.” None of my friends corrects him. In college I visit an antique shop in Auburn, California with my girlfriend, who is white, and her parents. The shopkeeper follows me around the store whistling loudly as I browse, until we leave. I move to San Diego, California for law school. In law school, during a discussion in my criminal law class, a white classmate suggests that police officers should take a suspect’s race into account when determining whether there is reasonable suspicion to believe that an individual is committing a crime. The weekend of my law school graduation my family comes to San Diego. I go to the mall with my brother and sister and visit the Burberry store. Two different employees follow us around the store – never speaking to us – until we leave. After law school, I return to Reno. A co-worker jokingly calls me “King David” upon seeing me each day. I joke that I’m not treated like a king. The co-worker then begins to call me “Slave David” each time we encounter one another. When I ask the co-worker to stop because it is hurtful, I am told by my co-worker that this is a problem that I have in my head. I attend a pub crawl with friends. We end up at a party in a hotel suite in downtown Reno. I am greeted by a white man at the door who loudly expresses surprise that I am an “educated negro” upon hearing me speak. I walk a friend who is a white woman from a restaurant to her car because it is night time. As we stand by the car chatting, a police officer pulls up and shines a light on us, asking if everything is okay. Once my friend confirms, the officer drives away. I tell her that he was worried about her, she teasingly says, “Oh yeah, because you’re so scary.” Later, I tell another white friend I felt racially profiled by the officer. My friend shrugs and says, “I don’t know man, that’s a stretch.” A white friend tells me that white voters have become upset at black people because of black people’s liberal use of food welfare benefits. When I point out that more whites than blacks receive welfare benefits in the U.S., my friend expresses confusion at how that could be the case. I leave a downtown restaurant with my wife. As we walk along the river a homeless man appears to be having a schizophrenic episode, engaging auditory hallucinations. Upon seeing me, he becomes lucid and begins to shout the word “nigger” over and over. I discover that one of my clients does not want me to represent him as his Public Defender because he does not want a black attorney. I am given the option to withdraw as counsel. I do not. Last year, I am at a barbecue chatting with a white acquaintance who asks if I have ever experienced racism. When I say it is a nearly daily occurrence, the acquaintance retorts, without missing a beat, “Bullshit.” Two months ago. I am driving to lunch with the black teen I mentor. At a red light a white woman crosses the street. As I begin to drive, she turns around and screams at us, “F**k you f***ing nigger!” Before any of these instances, my family of origin moved to Reno, Nevada from Pittsburgh, Pennsylvania in 1984. My mother recently told me that when I was a very young child my parents hired a company to remove a tree from our front lawn. Two white men showed up and removed the tree. One of them carved a swastika into the stump. My father had to confront him and ask him to remove it. Before that, my now 93 -year-old grandfather served in the Army National Guard and was stationed in the U.S. south. Despite being active duty, he was not allowed to eat in restaurants due to “whites only” signage. He had to wait for fellow Guardsmen to bring him food outside. Not long before that, my family were slaves, owned by Americans of English and Irish descent, which is why – despite being primarily of African descent – I have an English last name. This is my experience of being black in America. To be black in America is to be told over and over that you are not good enough, that you do not belong, that you are genetically unfit, that your physical presence is undesirable, and that everything about you – right down to your lips – is wrong. It is absolutely true that everyone experiences hardships in life, but the psychological weight of being told both explicitly and implicitly, on a daily basis, that your very existence is objectionable can at times feel unbearable. And despite this experience, I still love my country, my state, and my city. Despite my experience, I would not choose to be anything other than a black American. The history of black people in this country is one of struggle and triumph. Our people were brought to this country as slaves and against all odds, in the face of seemingly insurmountable obstacles, have made our mark. Through slavery, poll taxes, literacy tests, redlining, and black codes we have persevered. Through the unspeakable horrors of mass lynchings; the Tuskegee syphilis experiments; and the massacres at Tulsa and Rosewood, we have persevered. Bass Reeves, Dovey Johnson Roundtree, Sarah Boone, Oscar Micheaux, Shirley Chisholm, Dorie Miller, Susie King Taylor, Georgia Gilmore, Octavius Catto, Jack Johnson, Garrett Morgan, James W.C. Pennington. These are just a handful of extraordinary and oft forgotten black Americans who helped to mold and preserve the American Dream. These individuals and their accomplishments should not be regarded as “black history,” but rather as American history. I am an American of privilege, which makes me an African American of great privilege. I am an attorney. I live in a safe neighborhood. My children do not worry about their next meal. I can afford child care. My family can afford personal vehicles. If my children become sick, I can take them to the doctor. If I am this privileged, and these have been my experiences, primarily in my own hometown, often with friends and acquaintances who are fond of me, and of whom I remain fond even now; just imagine what daily

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life must be like for a black person in this country who does not enjoy my level of privilege. The protests in the streets of America are certainly about the killing of George Floyd, but not just about George Floyd. They are about countless black men, women, and children for whom the punishment did not fit the crime – if indeed there was a crime at all. We live in a country where, in order to recall what life under Jim Crow felt like, many white Americans must pick up a history book. Meanwhile, many black Americans need only pick up a telephone, and call their parents. When we as people of color share our experiences, we are not doing so to score political points, “play the race card,” get sympathy, assign blame, or to make you feel bad about yourself. We are asking you for help. We are asking you to join us in the ongoing fight against racism in our country, because we cannot do it alone. It will take Americans of every stripe to eradicate racism from American society. I am now asking for your help. Please seek truth and knowledge. When sharing information, please check your sources and make sure that they are reliable. Try to place what is happening today into a historical context. Read about systemic racism and anti-racism. When your friends of color tell you that racism is real and affecting their lives, believe them and then, if you can, do something about it. My children are likely to attend the same middle school and high school that I did. It is my great hope for them that those around them have the knowledge, compassion, and guidance to know better than to daily deluge them with words that make them doubt their intelligence, their beauty, and their worth as human beings based only on the color of their skin; and instead judge them by the content of their character. It is for all of the above reasons, and so many more that we proudly say [#blacklivesmatter](#)

Attachment2:

Our Pain Is Not Your Classroom - [Jennifer Williams](#)

The author’s daughter, Olivia, visiting a memorial for Heather Heyer, a white woman who was murdered while protesting white supremacy in Charlottesville, Virginia. I stopped talking one Friday afternoon when I was four years old. My mother followed me around all weekend, trying to make sense of what happened to her loquacious girl with the light in her eyes. On Sunday evening, the levees broke. Through tears, I explained that my preschool teacher had stood me, the only child of color, on a chair in the center of my classroom. My classmates formed a circle around me and were each allowed to explore my hair. Rough hands, careless hands, curious hands in my braided hair sprinkled with shiny beads. My mother disenrolled me from the school the next day. I can’t bring myself to watch the murder of George Floyd. But I tried once and saw my father’s face smashed into the asphalt. George Floyd looked nothing like my father. But I saw my dad’s face, clear as day. Maybe it’s because, when my father was in high school, a white teenager on a motorcycle smashed a bottle against his head and sped away. I see George Floyd. His life slipping away as the government casually kneels on his neck, hands in his pocket. I see Daddy. Bleeding and unconscious on the pavement. I can’t unsee it. My husband, Carlin, and I love open houses. We stopped at a house with a beautiful view of the mountains a few years ago. The realtor showing the house asked us why we were looking at a house so grand. “This house is for doctors and lawyers,” she said. “Well, then we’re in the right place. That’s exactly who we are,” we replied, trying to shake off the insult. “Good one!” she cackled. We left. My high school boyfriend’s father was senselessly murdered by the police. In his moment of need, he was not kneed, but shot. Eleven times. His name would follow a hashtag if he had been killed today. My friend now has a beautiful family of his own. Yet, he’s navigating life and fatherhood without his father. He should have his father. His siblings, wife, and children deserve their patriarch. My brother, Jesse, and his friend were stopped by the police not far from their college campus. Without providing a reason for the stop, the officer demanded to search the car for drugs or weapons. The cop couldn’t fathom that these young black men would become model citizens: the founder of a mentoring organization serving over 300 men from low-income families and a producer committed to connecting humanity through the art of powerful storytelling. Maybe their future didn’t matter either way to that officer. Black man equals menace. The only equation he knew. Once, my mother was admitted to a small hospital with acute pancreatitis. The physician overseeing her care took in her twisted locs and brown skin and concluded that my mother’s condition was due to alcoholism. “If you’ll just admit you’re an alcoholic, we can get you treatment,” the doctor repeated though my mother had explained several times that she did not drink. For days, my mother was treated carelessly while she writhed in pain. Finally, another doctor took over her case and promptly determined that her illness was caused by gallstones, not alcohol abuse. Days of pointless suffering, mental and physical. Why don’t they believe us when we say we’re in pain? Carlin, a vascular surgeon at a prestigious academic medical center, is sometimes mistaken for a patient transporter in the hospital. Long white coat. Surgical scrubs. Full suit. Doesn’t matter. Of course, he gives all of his patients the same top-notch care, whether they resemble his grandmother or come to clinic dressed in Confederate flags. Doesn’t matter. “I’m not racist,” said the partner at a prestigious DC law firm. I sat across from him in my blue suit, interviewing for a summer associate position. “I remember a black man ran for office in my little Mississippi town once and I voted for him. He wouldn’t win. We all knew that. But I voted for him. Because there’s not a drop of racism in me,” he continued. I nodded, hoping we could get back to my interest in healthcare law. “Your parents must be so proud of you. You got out and are making something of yourself and can help the rest of the family,” the man grinned. “My success is not surprising, it’s expected,” I wanted to reply. “I come from generations of professionals.” But instead, I just stared at the taxidermy head mounts covering his office walls. “Yeah, we take a handful of Howard Law students like yourself each year. We like to give back.” The partner leaned in his chair, completely relaxed, and then inquired, “So, what does your husband do? Really? And he’s black too?” I chose to summer elsewhere. On Sabbath morning, the Nazis and KKK marched in the small college town we had recently began to call home. After closing prayer and an announcement that the national guard had been deployed to the city, our beloved church elder made his way to the black members huddled together in the back. “If you don’t feel safe going home, you can stay here,” he said solemnly, squeezing my shoulder. Visions of the white men in polo shirts with torches littered my mind. I sat in the pew and cried, watching my white fellow church members walk out into the light of the August sun. One evening, when Carlin and I were newly married and he was in medical school, we ventured out for a walk. Mere steps from our home, which was practically on the university’s campus, we were blinded by the spotlight atop a police patrol car. Long — and painful — story short, at least four squad cars quickly surrounded us, lights flashing and sirens sounding. The officers ordered us to sit on the curb, hands hovering over their guns. During the nearly hour long detention, I was separated from Carlin, lied to, and pressured to falsely accuse my husband of harming me. The officer in charge finally let us go, saying to Carlin, “Okay, doc. I’ll let you two go ‘cause if I ever need to come to the emergency room, I don’t want you to recognize me and say, ‘That’s the jerk who was messing with us.’ And, you know, this wasn’t because you all are black. So we’re cool, right?” For days after the stop, that same officer parked outside of our home. When I would leave for work, he would make eye contact with me from inside his car and then speed away. My mother visited us one Christmas while we lived in Washington, DC. Carlin and I were so excited to take her to the Smithsonian. We stopped in front of the picture of “[Whipped Peter](#)” in one museum. Silent and reflective. Two white children crowded behind us and surveyed the tragic photograph. The older child said to the younger, scoffingly, “Now, don’t you feel guilty?” So much communicated with so little words. Besides the intense cold, that’s all I remember from that visit. Three years ago, Carlin and I lost our second baby girl. I was lying in the hospital bed when a woman entered holding a stuffed bear. She stopped in the doorway,

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mouth agape. "Are you Jennifer?" she asked. "Yes," I answered. "Oh, I thought you were white! On the phone you sound white." This woman was the representative from the procurement organization we were working with to donate our sweet child's organs. The woman timidly approached my bed, her demeanor so different from the one presented on the phone when she thought I was white. She offered her condolences and then settled into a seat next to me. I laid before her in my hospital gown, belly full and heart broken. She then began a monologue about her sparse interactions with black people, race relations, and stereotypes. A barrage of insensitivity and ignorance I could usually brush off. But that day, I was in the early stages of labor, preparing to give birth to my dead daughter. Sometimes, I regret always trying to be polite, respectable, disarming. Someone told me George Floyd called the officer 'sir' as he choked the life out of him. Surely this woman from the organ procurement organization could see me as a grieving mother instead of just a person with brown skin. Before coronavirus, my daughter, Olivia, attended a small, sweet Montessori preschool. One afternoon she came home silent. I wondered what happened to my loquacious girl with the light in her eyes. It took me a few hours of prodding, but that night she whispered to me that a "friend" refused to hold her hand that day because she didn't want Olivia's "brown" to rub off on her. A similar incident occurred the week the quarantine started. I wish I could quarantine my girls forever. I wish I didn't have to. Though this seems like a record of wrongs, I assure you my heart is full of love. And hope. The injustice in our country is as old as its founding, but I have seen new things. Scales beginning to fall from eyes. Many have asked what they can do to fight racism. Here are some ideas. First, learn about the [construction of "race"](#) and the history and impact of racism in our country. Pace yourself, but start somewhere — except with your black neighbors, co-workers, or acquaintances. Our pain is not your classroom. It's a wake-up call. Our experience is shared to bring awareness in hopes that you will inundate yourself with the true history of the United States of America and do the work required to dismantle racism, even if it's found in your own heart. When it gets uncomfortable, persist. The refiner's fire is painful, but it will create change. And then, talk to your children. Talk to your children. Please talk to your children. Teach them to think critically. Analyze the words used to describe groups of people. Compare identical situations involving people of different ethnicities and their outcomes. Look for instances of injustice and name them. Listen to [podcasts](#). Watch [documentaries](#). Pose questions that they haven't yet thought to ask. Why are there no black families in our neighborhood? Why are our churches segregated? Why are people protesting? Read books featuring protagonists of color with your kids. Not just books about our struggle for equality, but also books about black people just being people. It's never too early to start the conversation. Maybe then my granddaughter won't come home from preschool speechless. Are you awake? Good. Now, go to class.

Public Comment regarding Proposed Resolution No. 19-2020

Having watched the video of George Floyd, an African American being slowly murdered by one White police officer with two other officers complicit in this murder, I was sickened to my core. How can this be America, a land of supposed equal opportunity? I vaguely know that there are significant inequities in economic opportunity, educational outcomes, criminal justice, health outcomes, and civil rights for African Americans compared to White Americans – but there is much to learn in our own community. In reading the proposed Resolution NO. 19-2020, I would ask the Board of Supervisors to revise the resolution to have more explicit language in it. Suggestions are: 1. Mr. Floyd did not simply "die" – he was murdered. 2. "Denouncing actions" – language should include statements about condemning racism. Racism is not explicitly named anyone in this resolution. 3. Include some statement about supporting racial and economic justice, educational equity, criminal justice, and civil rights for all.

Action Item: 1. I would like to see a multi-racial group identified by the Board of Supervisors to examine the data where Fluvanna stands regarding economic justice, educational equity, criminal justice and civil rights. For example, what is the percentage of Fluvanna residents who are African American and Hispanic who live in poverty compared to White citizens. What are the number of children in special education programs and gifted and talented programs, examining race? What are the number of traffic stops of African Americans compared to Whites in Fluvanna? 2. Once this data is collected and analyzed, I'd like to see this group have a town hall to share this information to the larger community and make recommendations for specific actions our county and its citizens can take to work towards reducing structural racism and individual racism in the county.

I know racism exists in Fluvanna, where plantations were once a way of life. I have seen subtle signs of it and have heard stories of racism in the county. We need to make Fluvanna a place where everyone can prosper and be treated with dignity.

Kathleen Swenson Miller - 94 Fairview Lane, Palmyra, VA

Dear Mr. Dahl,

As a resident of Fluvanna county, I am writing to request that the Board of Supervisors amend Resolution No. 19-2020 in response to the murder of George Floyd. At the very least, this resolution should address the racism that led to his death and the preventable and lamentable deaths of so many black men and women in our nation, and renounce racism and oppression of people of color. I ask that the Fluvanna County Board of Supervisors affirms the values of inclusion, respect, and justice and adopts a resolution condemning racism and oppression of people of color in our country.

Thank you for all your do for our county.

Sarah Sweet

Good morning,

While I appreciate that the Board is trying to address current events, Resolution No. 19-2020 seems to fall short.

I would like to know what actions are going to be taken to specifically address systemic racism in our county. With respect, approaching "decisions mindfully, with the consideration for the impact on all Fluvanna residents" appears to me to be a great way to ignore the issue altogether. Any positive change made in regards to the inequalities of people of color will likely anger those that refuse to see that there's a problem at all. A good portion of this county refuses to wear a mask for the protection of everyone. Several people driving by the Black Lives Matter rally on Sunday gave protesters the finger or a thumbs down. One man nearly ran off the road making sure I saw his displeasure. So, no, I don't believe a resolution to be mindful is enough. Please consider what actions may be taken to address systemic racism in this county and amend this resolution.

Thank you, Cynthia Girard, resident of Lake Monticello, Cunningham District

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Name: Carter Harris

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Name: Sharon Harris

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WHEREAS, The Fluvanna Board of Supervisors commends the Fluvanna County Sheriff's office for adopting the 21st Century Policing practices. We call on Sheriff Hess to make regular public reports on progress in achieving the goals of the six pillars; and **WHEREAS**, The Fluvanna Board of Supervisors calls on the Fluvanna County Sheriff to increase transparency and make the public aware of the role, duties, membership, and training of the reserve deputy program, and commit to training reserve deputies on crisis intervention, cultural diversity, how to avoid bias-based policing, and the proper use-of-force.

WHEREAS, The Fluvanna Board of Supervisors also recognizes that the COVID-19 pandemic has exposed racial disparities in health and economic wellbeing; and **WHEREAS**, The Fluvanna Board of Supervisors recognizes the commitment of local nonprofit organizations and organizations that address issues of equity and provide support to all members of our community, especially during the COVID-19 pandemic. As a board, we recognize the many ways these organizations and individuals serve our community and we commit to prioritizing funding of these organizations and to partnering with them wherever possible; and **WHEREAS**, The Fluvanna County Board of Supervisors is dedicated to diversity and inclusion within our workforce. Our government must serve all of our citizens, and we are most effective at doing so when our workforce represents the community we serve – racially, ethnically, and linguistically. Our county is committed to building and supporting a diverse and inclusive workforce, and we publicly renew that commitment today; and **WHEREAS**, The Fluvanna County Board of Supervisors, in order to protect the health, safety, and well-being of its citizens adamantly rejects words, actions, and policies that foster division and bring out bigotry, hatred, and discrimination. We condemn racism, bigotry, hate, and violence and we commit to participating in anti-bias and anti-racism training for all members.

The Fluvanna County Board of Supervisors condemns racism in any form and believes that the long-term, systemic solution to the problems of implicit bias, institutional racism, and bigotry can and should be addressed through intentional acts. Building a truly equitable and inclusive community requires everyone to work together. We encourage all to address inherent biases and racism, and to work to eliminate these from our hearts and minds. Additionally, this Board commits itself to efforts to engage the community in constructive, honest, and substantive dialogue to better understand where inequities exist and to adopt policies to eliminate them. These actions must be concrete and intended to bring about real change, and we will consistently measure our success or failure to bring it about. This Board is committed to ensuring a safe and healthy environment where everyone can thrive, and we urge all county residents to join us in this crucial, ongoing effort. I thank you for sharing this request with members of the Board of Supervisors!

Regards, Sharon Harris, Palmyra, VA

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Dear Fluvanna BOS,

Thank you for allowing me to address the BOS. I'm graciously asking you to amend Resolution 19-2020 to reflect the wording below: ...bring out bigotry, hatred, and discrimination; **and condemns racism and oppression of people of color in our county;** and ...Thank you very much for considering this amendment.

Very Respectively, Ben Hudson - President, Fluvanna NAACP Br

I would like to speak during the BOS Meeting tomorrow on the Agenda Item 7J....Resolution on the death of George Floyd I will be speaking as the Chair of the Fluvanna Democratic Committee Additionally I will be sending to each BOS member these documents which will also be published in the Fluvanna Review tomorrow. First is a note of support of Eric Hess, Fluvanna Sheriff Second is our statement on the subject of the death of citizens. This statement is published over the names of 100+ Fluvanna citizens. *Statement by Unanimous Vote At Virtual Meeting on June 6* Fluvanna County Democratic Committee's Statement on the Recent Murders of George Floyd, Ahmaud Arbery, Breonna Taylor, and Countless Others The recent murders of George Floyd, Ahmaud Arbery, Breonna Taylor, and countless others affected by police brutality were unconscionable. We share the outrage and anguish that was expressed by so many. To all who peacefully protest racial injustice across our commonwealth: we stand with you. To be a patriotic American means taking a long and critical look at who we are and what kind of country we want this to be — and it is clear that the status quo is failing too many of our fellow Americans. All of us — Democrats, Republicans, and Independents alike — must embrace the fact that entrenched racial inequities persist in our country, and far too often these inequities result in the loss of life. Enough is enough. We have a responsibility to address these issues, and we are committed to doing that work. We will listen to our community and work toward ending any racism in our community by taking actions to continue the conversation about the history and meaning of Civil Rights, educating the community about the damaging consequences of our overt and unintended racism, and taking actions to end disparities among the races. We will vote and encourage others to vote for leaders who clearly promote equitable justice for all. We recognize that it will take more than an election to truly overcome the deep wounds of racism in our country. But elections remain a crucial part of that process. We urge everyone who wants to see justice done to make your voices heard at the Primary on June 23rd and in the General Election on November 3rd, and let it be an important step toward healing our Commonwealth and our country.

Signed by:

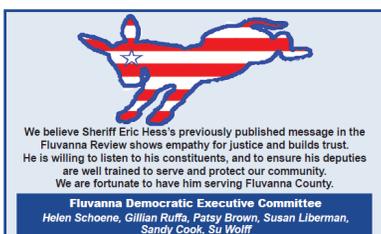
Cynthia Albright
Emily Beckham
Steve Beuttel
Peggy Birdsall
Pamela Bivens
William and Martha Bland
Mary Boyd
Lucille Braithwaithe
Barbara Broadman-Fleming
Carolyn Forbes
Brown Patsy Brown
Richard and Beverly Buccci
Sharon Campbell
Patricia Charney
Sandy Cook
Sue Cook
Kathy Couper
George Coussoulos
Joseph L. Creasy
Stephanie Davis
Chris Dunne
Millie Fife
Debora and Mike Forman
Karol Forsberg
Virginia H. Foster
Terri Gauvin
Jackie and Roger Geer
Helen Gromm
Carter and Sharon Harris
Patricia H. Hastings
Delores Hubert-Christmas
Brenda Hudson
Ben Hudson

Kathryn Hunter
Melissa Irvin
Jeff James
Rose and Bob Johnson
Karen Kabat
Cheryl Kasper
Kathleen Kelly
Diane and Gibson (Gib) Kerr
Peggy Kite
Andrea Kojan
Ron Krauss, Independent
Lou Lamb
Sue Liberman
Sara Sherwood Litchfield
Judy McCarthy
Janice McCormack
Therese Carroll and Overton McGehee
Linda McVay
Sandra K. Meadows
Geraldine Menn
Judith Michelson
Marilyn Miller
Ray Miller
Marvin Moss
Belle Newheart
Larry and Elizabeth Newton
John and Julie Noggle
Barbara O'Brien
Tony O'Brien
Hope Okuno
Andrea Overweg
Haden Parrish
Jan Pavlacka

Maria Puente-Duany
Doug Reed
Jennifer Richardson
Alison Roth
Dipak K. Roy
Judi Ruch
Gillian Ruffa
Mark Russell
Brigitte Russell
Sydney M. Russell
Ken Schmalzback
Steve and Helen Schoene
Nathaniel Scida
Andrew Scida
Jan Shattis
Joe and Patty Shaver
Beth Sherk
Maureen Smith
B Kay Snodgrass
Jerry G. Snodgrass
Norman and Deborah Solowey
Beverly Stewart
Raynell C. Stokes
Ronald P. Taylor
Allyson Turk
Robert and Nancy Weikert
Pat Burkett and John Wilkerson
Deborah Winslow
Su Wolff

Fluvanna Review 06-18-20 Issue

Helen



June 17, 2020

Board of Supervisors Minutes

To the Fluvanna County Board of Supervisors

I write in support of the request that the Board adopt the Resolution to Condemn Racism and Oppression of Black People in Fluvanna County proposed by the Fluvanna County Chapter of the NAACP. And I applaud the Board's opportunity to take leadership in this very important matter, thus far left wanting elsewhere.

Patricia Charney - 22 Bridlewood Dr. - Palmyra, VA. 22963 - Former Public Relations Office Community Relations Service U.S. Department of Justice

Dear Mr. Dahl,

My name is Joseph L. Creasy, and I am a resident of Fluvanna County, residing at 38 Jennings Drive, Palmyra, VA 22963. The purpose of this correspondence to you is to provide a very sincere recommendation pertaining to the draft BOS Resolution No. 19-2020. I feel that actions leading to Mr. Floyd's death (and others) reflect an element of racism, implicitly, overt, or otherwise, yet there is no mention of that in the resolution. To ignore that, guts the essence and sincerity of the resolution. That being the case, I respectfully propose that the third paragraph of the resolution be changed to read as follows: "Whereas, this Board adamantly condemns racism to include words, actions and policies that foster division and bring out bigotry, hatred, and discrimination; and"

Sincere regards, Joseph L. Creasy

To: Fluvanna County Board of Supervisors

While I appreciate the resolution, it's unclear what the Board of Supervisors is planning to do to actually address systemic racism in Fluvanna County. I would also like to understand the data available to the BOS, and subsequently the county, around statistics related to race that provide the appropriate starting place for such actions. What is the arrest rate? What is the conviction rate? How does the sentencing of convicted white people compare to that of black people? What do the school numbers look like around gifted and AP? Additionally, I am curious to know what the BOS is doing as a governing body to expand their understanding of systemic racism and implicit bias. Has there been individual growth and understanding around white privilege and apologies for previous statements made on social media? I appreciate the resolution, but again, seek to understand the action it will drive and how this Board is actually committed to racial equality.

Thank you, **Kerry Murphy-Hammond** - *Process Manager - US Card - Channels Process Assurance*

I am the co-owner of the only eyecare provider in Fluvanna County. We have had one staff member in our office throughout the pandemic providing curbside and mailing of eyeglasses and contact lenses and we have been providing telemedicine. We are now open to patients and prepared with many measures. We are all wearing PPE; facemasks, K95 masks, gloves and scrubs. We have sneeze guards shields/ barriers throughout the office and have replaced our chairs with cleanable plastic among other things. We are continually cleaning with the recommended products/guidelines. We have also had to purchase and would like to purchase more equipment that helps with some distance to our patients as we come so close. Obviously income has been minimal and outpay has been great. The residents of Fluvanna County would definitely benefit if we were able to receive some of the grant money designated for help for small businesses needing to prepare and continue to operate with the many PPE and equipment needs. Thanks for considering.

Sincerely, Dr. Victoria Weiss, Optometrist, FVAO, FVI - 5 Centre Court - Palmyra, VA 22963

Name: Sallie and Mike Ross

I urge the Board of Supervisors to pass a resolution condemning racism in Fluvanna County. For that resolution to be authentic, the BOS must also recognize the confederate flag as a symbol of racism (akin to the swastika.) Those who promote the confederate flag as merely "part of our history and heritage" themselves do not understand the history of its genesis nor intent of its symbolism. Racism is a scourge devouring the soul of our nation.



Capital Reserve Maintenance Fund Request

TAB N

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$6,000.00** for the purpose(s) of:
removing and installing defective compressor at FCHS.

Section 1 - REQUEST

Requesting Department/Agency FCPS	Dept/Agency Contact Don Stribling	Date of Request 06/22/2020
Phone (434) 589-5948	Fax (434) 589-5393	Fiscal Year FY20

Reserve Fund Purpose Category: **Non-recurring project**

Description of Project/Repair	Qty	Unit Price	Total Price
Remove and install defective compressor at FCHS	1	\$6,000.00	\$6,000.00
			\$0.00
			\$0.00
			\$0.00

Total Request: **\$6,000.00**

Description and justification for proposed use.

FCPS needs to remove and install a defective compressor at FCHS. This will include removing refrigerant and compressor, performing pressure tests, starting and charging system, along with installing a new compressor with replacement driers.

Department/Agency Head Name Don Stribling	Signature Don Stribling <small>Digitally signed by Don Stribling DN: cn=Don Stribling, o=FCPS, ou=FCPS, email=dstribling@apps.fluco.org, c=US Date: 2018.08.21 13:12:45 -04'00'</small>	Date 06/22/2020
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director <i>Mary Anna Twisdale</i> Mary Anna Twisdale 2020.06.22 08:56:28 -04'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator <i>Eric Dahl</i> Digitally signed by Eric Dahl Date: 2020.06.22 09:05:53 -04'00'	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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Capital Reserve Maintenance Fund Request Form 3.10

TAB O

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$9,125.00** for the purpose(s) of:
Replacement of HVAC unit at Public Safety Building

Section 1 - REQUEST

Requesting Department/Agency Public Works PW21-001	Dept/Agency Contact Dale Critzer	Date of Request 06/12/2020
Phone (434) 591-1925	Fax (434) 591-1924	Fiscal Year FY21

Reserve Fund Purpose Category: **Unexpected facility repairs or replacements**

Description of Project/Repair	Qty	Unit Price	Total Price
DAIKIN 5 ton heat pump	1	\$5,625.00	\$5,625.00
Various Materials for install	1	\$2,700.00	\$2,700.00
Contingency for unforeseen problems	1	\$1,000.00	\$1,000.00
			\$0.00

Total Request: **\$9,325.00**

Description and justification for proposed use.

HVAC unit that serves eight office areas and the lobby of the Public Safety Building is undersized for the amount of employees and heat generated equipment that has been added over the years . Public Works is looking to upgrade from a 3 ton unit to a 5 ton unit with better refrigerant technology and temperature sensing abilities for more uniform heating and cooling efficiency. The Public Safety Building has direct sun most of the day and is hard to overcome with undersized equipment. The HVAC work will be done in-house by Public Works staff.

Department/Agency Head Name Assistant Director of Public Works	Signature <i>Dale Critzer</i>	Date 06/12/2020
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Section 2 - REVIEW

Recommended? <input type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director <i>Mary Anna Twisdale</i> Mary Anna Twisdale 2020.06.18 11:37:19 -04'00'	Date
Recommended? <input type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator <i>Eric Dahl</i> Digitally signed by Eric Dahl Date: 2020.06.18 14:09:34 -04'00'	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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Capital Reserve Maintenance Fund Request Form 3.10

TAB P

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$30,300.00** for the purpose(s) of:
 To purchase HVAC equipment for the newly installed SCADA system room and replacement of obsolete HVAC equipment for Environmental health office and lunch room area.

Section 1 - REQUEST

Requesting Department/Agency Public Works PW21-002	Dept/Agency Contact Dale Critzer	Date of Request 06/18/2020
Phone (434) 591-1925	Fax (434) 591-1924	Fiscal Year FY21

Reserve Fund Purpose Category: **Ongoing facility or equipment maintenance requirements**

Description of Project/Repair	Qty	Unit Price	Total Price
DAIKIN VRV Heat Recovery Heat Pump System	1	\$23,300.00	\$23,300.00
Electrical Upgrade Required for New Unit	1	\$4,500.00	\$4,500.00
Contingency for unforeseen problems	1	\$2,500.00	\$2,500.00
			\$0.00

Total Request: **\$30,300.00**

Description and justification for proposed use.

The new SCADA system requires extra climate control and dehumidification as per the manufacturer . In addition the Environmental Health Office, lunch room and hallway area HVAC is obsolete ,undersized and has required numerous service calls over the past 2 years . Public works wants to incorporate one unit to serve all four areas and with the upgraded technology and 10 years parts warranty , we can achieve better climate control of those areas. The new unit has been sized for future expansion to SCADA system climate needs. All HVAC work will be done in-house by Public Works staff

Department/Agency Head Name Assistant Director of Public Works	Signature <i>Dale Critzer</i>	Date 06/18/2020
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Section 2 - REVIEW

Recommended? <input type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director <i>Mary Anna Twisdale</i> Mary Anna Twisdale 2020.06.18 11:37:56 -04'00'	Date
Recommended? <input type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator <i>Eric Dahl</i> Digitally signed by Eric Dahl Date: 2020.06.18 14:10:36 -04'00'	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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**FLUVANNA COUNTY BOARD OF SUPERVISORS
 AGENDA ITEM STAFF REPORT**

TAB Q

MEETING DATE:	July 1, 2020				
AGENDA TITLE:	FY20/FY21 Reassessment Budget Transfer				
MOTION(s):	<ul style="list-style-type: none"> • I move the Board of Supervisors approve a budget transfer of \$66,515 from the FY20 Unassigned Fund Balance to the FY20 Reassessment budget. • I move the Board of Supervisors approve a budget transfer of \$66,515 from the FY21 Reassessment budget to the FY21 Unassigned Fund Balance. 				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Liz McIver, Management Analyst				
PRESENTER(S):	Liz McIver, Management Analyst				
RECOMMENDATION:	Approval				
TIMING:	Normal				
DISCUSSION:	In FY20, the Reassessment budget is over at year-end \$66,514.79 due to Pearson Appraisal Services being ahead of schedule. Due to the mild winter Pearson was able to complete more reassessments than anticipated in FY20 thus invoices that were budgeted for in FY21 were received in FY20. Funds that are transferred out of Unassigned Fund Balance in FY 20 will be covered by the excess funds in the FY21 Reassessment budget.				
FISCAL IMPACT:	This action will increase the FY20 Reassessment budget by \$66,515 The FY20 Unassigned Fund balance prior to transfer is \$5,340,599. This action will decrease the FY21 Reassessment budget by \$66,515				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

TAB R

MEETING DATE:	July 1, 2020				
AGENDA TITLE:	FY21 Employee Assistance Program (EAP) Coverage				
MOTION(s):	<p>I move that the Board of Supervisors approve offering the Employee Assistance Program (EAP) to <u>all</u> benefit-eligible and permanent part-time employees, and authorize the County Administrator to execute the agreement with The Local Choice with an effective date of August 1, 2020.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Jessica Rice, HR Manager				
PRESENTER(S):	Jessica Rice, HR Manager				
RECOMMENDATION:	Approve				
TIMING:	Regular				
DISCUSSION:	<ol style="list-style-type: none"> 1) On April 1, 2020, the BOS accepted the employee health insurance proposal submitted by The Local Choice (TLC) and approved changing health insurance carriers for FY21. 2) The Local Choice health insurance plan includes an Employee Assistance Program (EAP) benefit for assistance with minor legal advice, financial planning, and counselling sessions for employees and their families. 3) The EAP benefit is bundled with the health insurance at no additional cost to the employee or employer, for employees who elected health insurance coverage through TLC beginning July 1, 2020. 4) Employees who opted out of the health insurance coverage do not have access to the Employee Assistance Program. 5) The Local choice has offered an opportunity for Fluvanna County to provide the EAP program to employees who opted out of the health insurance, at a cost of \$.86 per employee per month. 6) An Employee Assistance Program is a standard benefit that is offered by most employers. Fluvanna County has offered this type of benefit for several years, including the past 3 years when the health insurance carrier was Cigna. During that time, the County paid for it as a standalone benefit from a separate company, at a rate of \$1.59 per employee per month. 7) If approved, the County will be filling the coverage gap and providing the EAP for 30 employees, including 25 full-time (includes BOS) and 5 permanent part time. 				

FISCAL IMPACT:	County cost of \$310 total for FY21. Funds will come out of the human Resources adopted FY21 budget. No additional funds required.				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:					
ENCLOSURES:	The Local Choice EAP Application; EAP Quote; EAP Draft Agreement				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				X	COAD

Please return this form to Lynn Vogel: lynn.vogel@anthem.com
 For more information on Anthem EAP please visit www.AnthemEAP.com

Today's date	EAP effective date (see note below) August 1, 2020	Total employees 30	Employee count includes: <input type="checkbox"/> Retirees <input checked="" type="checkbox"/> Part-time employees	Estimated annual employee turnover N/A
EAP Product Information (choose one)				
1) <input type="checkbox"/> Basic EAP – Sessions # of Sessions	2) <input checked="" type="checkbox"/> Enhanced EAP – Sessions # of Sessions <u>4</u> # of Onsite Training Hours <u>8</u> # of Critical Incident Response <u>1</u>	3) <input type="checkbox"/> Custom # of Sessions # of Onsite Training Hours # of Critical Incident Response	Other Anthem Products Sold: <input checked="" type="checkbox"/> Yes, List <u>The Local Choice Group</u> <input type="checkbox"/> No	
Per Employee Per Month Rate	Per Employee Per Month Rate <u>\$0.86</u>	Per Employee Per Month Rate		
Employer Information				
Company (legal name) Fluvanna County		Company name (for web login)		
Mailing address P.O. 540				
City Palmyra	State VA	ZIP 22963		
Tax ID #	Billing cycle	Billing Responsibility: <input checked="" type="checkbox"/> EAP <input type="checkbox"/> Medical Plan	Billing Process <input type="checkbox"/> Manual Billed by health plan <input checked="" type="checkbox"/> Manual Billed by EAP	
Primary Contact Information				
Name		Title		
Telephone (including area code)		Fax (including area code)	Company phone number (including area code)	
Email				
Notes: Includes waived employees and permanent part-time employees				

Effective date note: When possible please allow 30 days for implementation. The recommended effective date of Anthem EAP is the first day of the month.

Anthem Blue Cross and Blue Shield is the trade name of: In Colorado: Rocky Mountain Hospital and Medical Service, Inc. In Connecticut: Anthem Health Plans, Inc. In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Maine: Anthem Health Plans of Maine, Inc. In Missouri (excluding 30 counties in the Kansas City area): RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. In Nevada: Rocky Mountain Hospital and Medical Service, Inc. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. In Ohio: Community Insurance Company. In Virginia: Anthem Health Plans of Virginia, Inc. (serving Virginia excluding the city of Fairfax, the town of Vienna and the area east of State Route 123.). In Wisconsin: Blue Cross Blue Shield of Wisconsin ("BCBSWI") underwrites or administers the PPO and indemnity policies; CompCare Health Services Insurance Corporation ("CompCare") underwrites or administers the HMO policies; and CompCare and BCBSWI collectively underwrite or administer the POS policies. Independent licensees of the Blue Cross Blue Shield Association. © ANTHEM is a registered trademark. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

Employee Assistance Program Plan Design and Rate

Company: Fluvanna County - Effective: August 1, 2020

OS 2020-07-01 p.210/284
Anthem EAP

Employer Contribution: 100% employer paid
Participation: 100% non-voluntary

Service Description	Enhanced EAP (employee and employer services)
Toll-free, 24/7 telephone consultation and referral services	✓
Face-to-face counseling visits per issue per year offered to employees and household members	No. of visits :4
Financial Consultation: Unlimited, telephone consultations with a Certified Consumer Credit Counselor	✓
Legal Referrals & Discounted Fees: Free, 30-minute telephone or in-person consultation with a qualified attorney, 25% discount on attorney fees after consultation	✓
Identify Theft Recovery: telephone consultation to help recovery from and minimize the impact of a breach of identify	✓
Live Tobacco Free: online education; telephone consultation with a trained tobacco cessation coach	✓
Unlimited child and elder care web-based self search feature	✓
Unlimited telephone consultation with a child or elder care specialist: needs assessment and assisted search	✓
Unlimited web-based convenience/and daily living resources such as household maintenance, relocation, pet care, etc.	✓
Unlimited telephone consultation to assist with convenience and daily living resources	✓
EAP website resources	✓
Designated EAP clinical account manager	✓
Supervisor/Manager telephone consultation	✓
Substance abuse policy: consultation and recommendations	✓
Case assistance for management referrals, return to work, etc.	✓
Workplace trauma response: consultation and recommendations	✓
Critical Incident Stress Debriefing (CISD)	1 per contract year
Introductory employee EAP orientation	Included
Onsite services including supervisor/manager training, employee wellness seminars, health fair representation	Bank of Hours: 8
EAP promotional materials – posters, flyers, employee brochures, monthly electronic flyer, etc.	✓
Utilization reports (to employer)	TBD
Group Size: TBD	
Per Employee Per Month (PEPM) Rate	PEPM: \$0.86

Anthem EAP Services do not include the following:

- EAP Service Provider is not responsible for the inclusion or exclusion of any particular service or benefit under an EAP participant's other coverage, such as a group health plan or health benefit/insurance plan
- Fitness-For-Duty Evaluations; Expenses related to Substance Abuse Professional (SAP) services
- Authorizations for an employee to take a leave of absence or time off from the workplace
- Evaluations or reports for a legal proceeding; Counseling mandated by a court of law or government agency; Specialized treatment or evaluations required as a condition of parole, probation, custody, visitation or forensic evaluations
- Determinations/reports related to Family Medical Leave Act or Short/Long Term Disability

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27244WPEENLIC 7/12

Anthem EAP

**EMPLOYEE ASSISTANCE PROGRAM
GROUP EAP AGREEMENT**

For

Fluvanna County

Anthem EAP (herein referred to as "EAP Service Provider") agrees to provide the Employee Assistance Program services (EAP Services) herein specified for Group.

EAP AGREEMENT EFFECTIVE DATE (Effective Date) TBD

This EAP Agreement becomes effective at 12:01 a.m., on the Effective Date.

A Binding Arbitration Clause is included in this EAP Agreement.

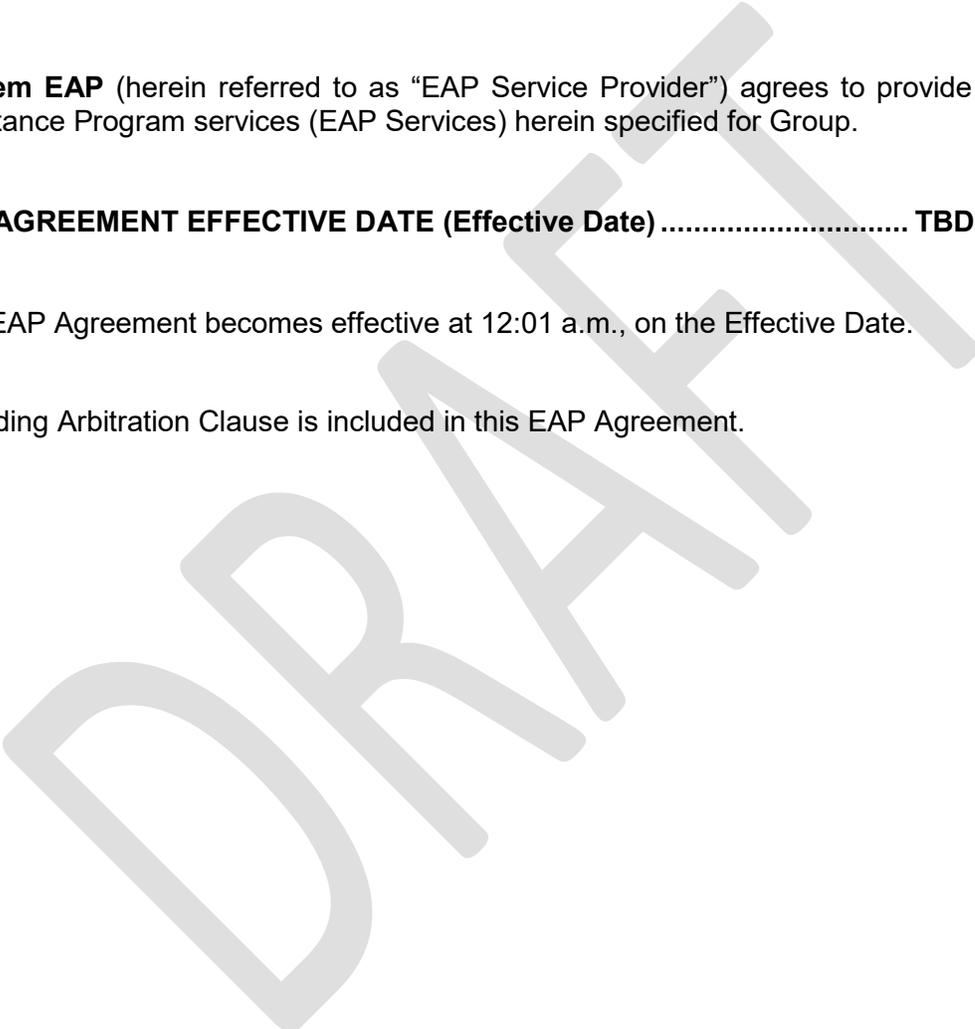


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LIMITATIONS, AND ADMINISTRATIVE POLICIES 2

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ELIGIBILITY 2

COMMENCEMENT AND DURATION OF THIS EAP AGREEMENT 3

ADMINISTRATION 4

PROFESSIONAL - PATIENT RELATIONSHIP 4

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ELIGIBLE EMPLOYEE FEE EXHIBIT 11

BINDING ARBITRATION EXHIBIT 12

DRAFT

ARTICLE I

DEFINITIONS

The following terms, when used in this EAP Agreement or any amendments, riders, exhibits or schedules hereof, are defined as follows:

- 1.1 EAP Services** mean those services delineated in the SERVICES EXHIBIT that an EAP Participant is entitled to receive as a result of or pursuant to this EAP Agreement, and that are hereby incorporated by reference into and subject to the terms of this EAP Agreement.
- 1.2 EAP Agreement** means the contract entered into between EAP Service Provider and a Group under which EAP Service Provider provides EAP Services to EAP Participants. EAP Agreement(s) includes arrangements established by EAP Service Provider, or by persons or entities utilizing the EAP Practitioner, pursuant to a contract with EAP Service Provider.
- 1.3 Group** means any Employer, Labor Union or labor management Trust Fund, association, or other Group to which this EAP Agreement is issued.
- 1.4 EAP Practitioner** means, with regard to any health-related services provided under this Agreement, an appropriately licensed health care professional who has agreed to provide EAP Services for EAP Participants. In limited situations involving health-related services, EAP Practitioner can also include licensed health care professionals who are not participating in the applicable EAP network, but who have been approved by EAP Service Provider and have agreed to perform a one-time or set number of EAP Services for a particular EAP Participant. For non-health-related services provided under this Agreement, including but not limited to legal consultations, financial consultations, and concierge or convenience services, EAP Practitioner means an appropriately trained and/or licensed professional approved by and/or with an agreement with EAP Service Provider to provide a one-time or set number of EAP Services to an EAP Participant.
- 1.5 EAP Participant(s)** means an Eligible Employee and any Eligible Household Members who are entitled to EAP Services under this Agreement and for whom Eligible Employee Fees are paid by Group.
- 1.6 Eligible Employee(s)** means the Group's Full-Time employees as determined and specified by the Group. Eligible Employee(s) may also include other employees, as otherwise agreed upon by Group and EAP Service Provider.
- 1.7 Eligible Household Member(s)** means the spouse, domestic partner, dependents, and others whose place of residence is the same as the Eligible Employee, and/or those dependents who do not share the same residence as the Eligible Employee but due to applicable state law or court order are required to be covered under this EAP Agreement.

ARTICLE II

ELIGIBLE EMPLOYEE FEE

- 2.1** Group shall pay to EAP Service Provider a monthly fee and any other charges ("Eligible Employee Fees") to cover all EAP Participants. The amount of the Eligible Employee Fee and payment specifications under this EAP Agreement are set forth in the ELIGIBLE EMPLOYEE FEE EXHIBIT.

- 2.2 EAP Service Provider shall not increase the Eligible Employee Fee, except upon at least thirty (30) calendar days written notice to Group.
- 2.3 The Group will pay all Eligible Employee Fee, unless other provisions for payment are agreed to in advance by EAP Service Provider.
- 2.4 If a state or any other taxing authority imposes a tax on EAP Service Provider that is based on Eligible Employee Fees, the Eligible Employee Fees stated in this EAP Agreement will be increased by an amount sufficient to cover that tax. This increase will begin on the date the tax goes into effect. Any subsequent change to the tax may result in a further increase in Eligible Employee Fees.

ARTICLE III

EAP SERVICES, EXCLUSIONS, LIMITATIONS AND ADMINISTRATIVE POLICIES

- 3.1 EAP Service Provider and Group agree that EAP Service Provider or its designee shall provide EAP Services to EAP Participants under this EAP Agreement as set forth in SERVICES EXHIBIT.
- 3.2 EAP services do not include assessment or treatment by a psychiatrist.
- 3.3 EAP Service Provider may assist EAP Participants to obtain necessary and appropriate levels of care in the community or through the EAP Participant's health plan.

ARTICLE IV

HOW TO OBTAIN EAP SERVICES

- 4.1 All EAP Services must be obtained by contacting EAP Service Provider directly for authorization and referral for EAP Services to an EAP Practitioner. EAP Service Provider does not reimburse EAP Participants for unauthorized treatment or services obtained from non-EAP Practitioners. EAP Service Provider maintains [an online EAP Practitioner directory, and] a 24-hour toll-free or local telephone number to find an EAP Practitioner. In non-emergency situations, EAP Participants are provided names of EAP Practitioners or other resources. When the EAP Participant contacts the EAP Service Provider to obtain non-emergency EAP Services, the EAP Service Provider will conduct a telephone assessment. The telephone assessor will make a good faith effort to: provide crisis intervention over the telephone; arrange an appointment with an EAP Practitioner or if an EAP Practitioner is not reasonably available or accessible, provide access to a licensed mental health professional in the EAP Participant's area and/or provide names of licensed mental health professionals in the area; or direct the EAP Participant to obtaining more intensive, acute care services. EAP Services are not intended to be emergency services. Any EAP Participant calling for an emergency or urgent situation will be immediately referred to a licensed mental health professional or an appropriate facility.

ARTICLE V

ELIGIBILITY

- 5.1** EAP Participants employed on the day this EAP Agreement begins will be able to obtain EAP Services on the EAP Agreement Effective Date. The ability to obtain EAP Services under this EAP Agreement will terminate at 11:59 P.M. on the last day of an EAP Participant's eligibility or termination of this Agreement, whichever occurs first.
- 5.2** The Group shall provide a count of all Eligible Employees upon implementation of this EAP Agreement. The Group shall inform the EAP Service Provider when the count varies by 10% from any previous report.
- 5.3** Only EAP Participants are eligible for services under this EAP Agreement.
- 5.4** Group shall be responsible for determining Eligible Employees. Any disputes or inquiries regarding eligibility (including renewal and reinstatement) shall be referred by the EAP Service Provider to the Group, which shall advise the EAP Service Provider of its determination.
- 5.5** Eligibility under this EAP Agreement shall be limited to residents of the United States, including any U.S. Territories.
- 5.6** EAP Service Provider shall have the sole right to terminate eligibility of any EAP Participant who uses threatening or aggressive behavior.

ARTICLE VI

COMMENCEMENT AND DURATION OF THIS EAP AGREEMENT TERMINATION - RENEWAL

- 6.1** EAP Service Provider shall have the sole right to change EAP Services or other provisions in this EAP Agreement upon at least thirty (30) days written notice to Group. If Group does not object or reject such changes before the 30 day notice period expires, such changes shall be deemed accepted by the Group.
- 6.2** The Initial Term of this EAP Agreement shall be 1 Year beginning on the Effective Date of this EAP Agreement and shall automatically renew for one year periods (hereinafter "Renewal Term") unless at least thirty (30) calendar days prior to the end of the Initial Term or any Renewal Term, the Group or EAP Service Provider provides the other party with written notice of termination.
- 6.3** Should either party be in default by the failure to reasonably perform any of the covenants and conditions contained herein, the non-defaulting party shall have the right to give the defaulting party written notice of the default. The defaulting party shall have thirty (30) days from the receipt of written notice to remedy the breach, default or failure to perform. If the default is not cured within the time period noted, the EAP Agreement will automatically terminate. EAP Service Provider may, at its sole discretion, reinstate this EAP Agreement after receipt of the proper Eligible Employee Fee if such payment is received on or before the due date of the succeeding payment. Both parties may terminate this EAP Agreement immediately if the other party should engage in fraudulent conduct with respect to this EAP Agreement.

- 6.4** Notwithstanding any other provision, this EAP Agreement may be terminated at any time by Group or EAP Service Provider upon at least ninety (90) days written notice to the other.
- 6.5** In the event of termination of this EAP Agreement, EAP Service Provider agrees that EAP Practitioner will complete the provision of EAP Services that were, in EAP Service Provider's reasonable opinion, being delivered prior to such termination and continuity of care warrants completion of such services subject to applicable EAP Services covered by this Agreement (hereinafter "Post Termination Services"). In the event EAP Service Provider provides Post Termination Services, both parties agree that those Post Termination Services shall be provided and reimbursed by Group in accordance with the terms of this Agreement.

ARTICLE VII

ADMINISTRATION

- 7.1** EAP Service Provider agrees to investigate and resolve any complaints or grievances received from EAP Participants with regard to EAP Services. EAP Participants may inquire or make a complaint or grievance to the EAP Service Provider. If the EAP Participant contacts the EAP service call center number on their EAP membership card directly regarding the complaint, the call center staff will make every attempt to resolve the issue at that level. If not resolved at that level then the complaint will be forwarded to the appropriate Grievance and Appeals Department or Provider Relations department for investigation and resolution. The EAP Participant will then be notified of the resolution within 30 days. If the EAP Participant submits a complaint by letter, EAP Service Provider will respond to the EAP Participant of the findings and recommendations within 30 days of receiving the complaint.

ARTICLE VIII

PROFESSIONAL-PATIENT RELATIONSHIP

- 8.1** EAP Service Provider will make every reasonable effort to arrange for EAP services as herein provided in accordance with the prevailing national and regional professional standards.
- 8.2** Group understands and acknowledges that the relationship between the EAP Participant and EAP Practitioners and other participating professionals shall be subject to the rules, limitations, and privileges incident to any professional relationship, including but not limited to the doctor-patient or therapist-patient relationship. EAP Service Provider shall be solely responsible, without interference from Group or any of its agents, to the EAP Participant for arranging EAP Services, subject to Section 8.3.
- 8.3** Group understands and acknowledges that the operation and maintenance of the EAP Practitioners' offices and the provision of all services shall be solely and exclusively under the control and supervision of the EAP Practitioner, including, but not limited to, all authority and control over the selection of staff, supervision of personnel and operation of the professional practice, and/or the provision of any particular professional service or treatment.

ARTICLE IX
GENERAL PROVISIONS

- 9.1** Group understands and acknowledges that this EAP Agreement provides EAP Services only, is not an insurance policy, and does not indemnify nor reimburse any EAP Participant or Group for the cost of health care services.
- 9.2** EAP Service Provider will furnish promotional materials to Group as agreed upon. Group shall only distribute approved EAP materials to EAP Participants.
- 9.3** Unless prohibited by applicable state or federal law, any dispute or controversy arising between Group and EAP Service Provider or between an EAP Participant and EAP Service Provider, involving this EAP Agreement, any of its terms and conditions, its breach or nonperformance shall be settled pursuant to the BINDING ARBITRATION EXHIBIT attached to this EAP Agreement.
- 9.4** Group, together with its respective successors and assignees, agrees to indemnify, defend, and save EAP Service Provider, its parent, affiliates, subsidiaries and their respective officers, directors, employees and agents harmless from and against all loss, cost, claims, actions, and liabilities, including reasonable attorney's fees, arising in connection with this EAP Agreement as a result of, or attributable to, the intentional act or gross negligence of Group, or misconduct of group, or Group's officers, directors, employees, or agents.
- 9.5** EAP Service Provider agrees to indemnify, defend, and save Group, its parent, affiliates, subsidiaries and their respective officers, directors, employees and agents harmless from and against all loss, cost, claims, actions, and liabilities, including reasonable attorney's fees, arising in connection with this EAP Agreement as a result of, or attributable to, the intentional act or gross negligence of EAP Service Provider, or EAP Service Provider's officers, directors, employees, or agents.
- 9.6** Whenever it shall become necessary for either party to serve notice on the other respecting this EAP Agreement, such notice shall be in writing and shall be served by certified mail, return receipt requested, addressed as follows:
- a.** If served on Group, it shall be addressed to:
- Fluvanna County
Attn Human Resources
P.O. Box 540
Palmyra, VA 22963
- b.** If served on EAP Service Provider, it shall be addressed to:
- Employee Assistance Program
700 Broadway
Denver Co 80273
- 9.7** EAP Service Provider shall maintain an EAP Practitioner network to provide EAP Services to Group.

- 9.8** In the event that EAP Service Provider fails to pay the EAP Practitioner for costs of EAP Services, the EAP Participant shall not be liable to the EAP Practitioner for any sums owed. EAP Service Provider does not pay non-EAP Practitioners nor reimburse EAP Participants for any sums they may pay directly to any EAP Practitioner for services rendered.
- 9.9** If any provision of this EAP Agreement is held to be illegal or invalid for any reason, such decision shall not affect the validity of the remaining provisions of this EAP Agreement, and such remaining provisions shall continue in full force and effect unless the illegality or invalidity prevents the accomplishment of the objectives and purposes of this EAP Agreement.
- 9.10** In the event Group is regulated under the Employee Retirement Income Security Act of 1974 (ERISA), Group covenants and agrees that it and not EAP Service Provider shall be responsible for meeting all requirements of ERISA. EAP Service Provider will cooperate with Group in supplying Group with any information within its possession to aid Group in meeting any ERISA reporting requirements.
- 9.11** In the event Group is subject to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and any regulations adopted thereunder, or any similar state law requiring the continuation of EAP Services for EAP Participant, and the EAP Participant is eligible to retain EAP Services under the EAP Agreement during any continuation, period, or election period, the Group must continue to certify the eligibility of the EAP Participant and pay the monthly eligible employee fee for continuation coverage.
- 9.12** EAP Service Provider may designate an account manager who shall serve as the liaison between EAP Service Provider and Group.
- 9.13** The relationship between Group, EAP Service Provider and EAP Practitioner arising from this EAP Agreement is that of independent contractors. Neither this EAP Agreement, nor the activities of Group, EAP Service Provider and EAP Practitioner pursuant to this EAP Agreement, shall constitute the parties as joint ventures, partners, principal and agent, master and servant, or employer and employee; and neither party shall hold itself out to the public as having other than an independent contractor relationship with the other party. None of the parties shall have the power to bind or obligate the other party in any manner, other than as is expressly set forth in this EAP Agreement.
- 9.14** This EAP Agreement is non-assignable by either party without the prior written consent of the other party. EAP Service Provider may, in its sole discretion, delegate administrative functions to a vendor, successor, subsidiary, affiliate, parent or any other entity under its control. This EAP Agreement is entered into by and between the parties identified herein and for their benefit and the benefit of only the parties. There is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any EAP Participant or third party, other than the parties, that may be affected by the operation of this EAP Agreement, and no such EAP Participant or third party shall have any right to enforce any right or claim any benefit created or established under this EAP Agreement.
- 9.15** This EAP Agreement constitutes the entire EAP Agreement of the parties. This EAP Agreement may only be changed by a written modification signed by EAP Service Provider.
- 9.16** This EAP Agreement will be construed and enforced in accordance with the laws of Virginia.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate by affixing the signatures of duly authorized officers.

Anthem EAP

Fluvanna County

Signature

Signature

Printed Name

Printed Name

Title

Title

Street Address

Street Address

City, State, Zip

City, State, Zip

Date

Date

Tax I.D. #

SERVICES EXHIBIT

EAP SERVICES, EXCLUSIONS & LIMITATIONS

A. EAP CORE SERVICES

1. Up to FOUR in-person counseling sessions per unique presenting problem, per 12 month period, per initial term and per renewal term, per EAP Participant. In-person counseling sessions shall be per unique presenting problem for issues or concerns directly impacting the EAP Participant. In-person Counseling services are provided when the EAP assessment reveals that the presenting problem has a reasonable and likely chance of improving as a result of short-term in-person counseling that is focused on problem resolution. Notwithstanding any provision to the contrary, EAP Service Provider shall not cover any in-person counseling sessions beyond the limit noted above.
2. Referral to appropriate healthcare benefit and/or clinical resources in the community in situations where the EAP Participant's presenting problem warrants long-term treatment, hospitalization or a more specialized level of care.
3. 24 hours per day/ 7 days per week 365 days per year toll-free telephone access to a mental health clinician.
4. Legal Referrals & Discounted Fees: Free, 30-minute telephone or in-person consultation with a licensed attorney.
5. Financial Consultation: Unlimited, telephone consultations with an appropriate Financial Consultant.
6. Identify Theft Recovery: telephone consultation to help recovery from and minimize the impact of a breach of identity.
7. Tobacco Cessation: online educational tools and resources only.
8. Work Life Services: Information and web based referrals for child and adult care, and daily living resources are available on the EAP website.
9. Promotional Materials
 - a. Promotional materials will be provided that explain the EAP Services and assist Group in promoting the EAP to employees. Within a reasonable period of time after the execution and effective date of the Agreement, the EAP Service Provider will provide the Group with appropriate promotional materials. On an annual basis the group may request additional documents to educate new employees, and a reasonable supply as determined by EAP Service Provider in order to re-educate existing employees. EAP Service Provider shall send such materials to the Group in bulk, unless mutually agreed to otherwise by both parties.
 - b. The EAP Service Provider will periodically distribute electronic materials such as monthly promotions to Group's designated recipient(s).

10. Personalized Account Management

- a. A designated Account Manager will serve as a clinical and account liaison between the EAP Service Provider and Group to ensure overall success of the EAP.
- b. Consultation with the Group regarding the EAP Services, including program design, development and implementation of such EAP Services
- c. An annual utilization report may be provided to the Group upon request depending upon group size.

11. Consultations

- a. Unlimited telephone consultation available for management in regard to workplace related issues.
- b. Consultations to employees and management to assist with the successful reintegration of employees who are returning to work after an extended absence for behavioral health or substance abuse issues. Consultation on Group's policy and procedures related to Drug-Free Workplace, Department of Transportation requirements and substance abuse.

B. LIMITATIONS

1. In those situations where the EAP Participant's needs are beyond the scope of the EAP Services described herein or as reasonably interpreted by EAP Service Provider, the EAP Participant may be referred to a local resource or the Group's group health plan or health benefit/insurance plan for services that are not a part of or covered by the terms of this Agreement.
2. Under the terms of this Agreement, Critical Incident Stress Management shall be limited to "short-term" interventions not to exceed 4 hours total service time on the worksite, per event. Service hours in excess of the contracted upon amount shall be billed on a fee for services basis.
3. EAP Service Provider will not be liable for any failure to perform any of its obligations hereunder by reason of acts of God or the elements; acts, delays and failures to act by governmental authorities; riots, insurrections, terrorism, sabotage and war; interruption, suspension, curtailment or other disruption of utilities; or other matters beyond such party's reasonable control.

C. EXCLUSIONS

EAP Services do not include the following:

1. EAP Service Provider is not responsible for the inclusion or exclusion of any particular service or benefit under an EAP Participant's other coverage, such as a group health plan or health benefit/insurance plan.
2. Evaluations or reports for a legal proceeding.

3. Fitness-For-Duty Evaluations.
4. Authorizations for an employee to take a leave of absence or time off from the workplace.
5. Counseling mandated by a court of law or government agency.
6. Specialized treatment or evaluations required as a condition of parole, probation, custody, visitation or forensic evaluations.
7. Expenses related to Substance Abuse Professional (SAP) services.
8. Determinations or reports related to Family Medical leave Act or Short/Long Term Disability.
9. Any onsite service where the safety of the provider would be considered at risk.

DRAFT

ELIGIBLE EMPLOYEE FEE EXHIBIT

1. The Eligible Employee Fee shall be \$0.86 per Eligible Employee per month.
2. One hour of on-site Critical Incident Stress Management responses are available per contract year and any additional hours will be billed at three hundred dollars \$300.00 per hour, per presenter.
3. Eight hours of on-site Employee Training or Educational Workshops are available per contract year and any additional hours will be billed at two hundred fifty dollars \$250.00 per hour, per presenter.
4. Additional EAP Services may be available to the Group upon EAP Service Provider's discretion and written agreement.
5. The Group will reimburse all reasonable travel costs of EAP Service Provider and/or subcontracted vendors retained by EAP Service Provider to provide any additional services beyond those listed in this Agreement.

DRAFT

BINDING ARBITRATION EXHIBIT

ALL DISPUTES INCLUDING BUT NOT LIMITED TO DISPUTES RELATING TO THE DELIVERY OF SERVICES UNDER THE PLAN OR ANY OTHER ISSUES RELATED TO THE PLAN AND CLAIMS OF MEDICAL MALPRACTICE MUST BE RESOLVED BY BINDING ARBITRATION, IF THE AMOUNT IN DISPUTE EXCEEDS THE JURISDICTIONAL LIMIT OF SMALL CLAIMS COURT. It is understood that any dispute including disputes relating to the delivery of services under the plan or any other issues related to the plan, including any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by Virginia law, and not by a lawsuit or resort to court process except as Virginia law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. YOU AND ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE COMPANY AGREE TO BE BOUND BY THIS ARBITRATION PROVISION AND ACKNOWLEDGE THAT THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION IS WAIVED FOR BOTH DISPUTES RELATING TO THE DELIVERY OF SERVICE UNDER THE PLAN OR ANY OTHER ISSUES RELATED TO THE PLAN AND MEDICAL MALPRACTICE CLAIMS.

The Federal Arbitration Act shall govern the interpretation and enforcement of all proceedings under this Binding Arbitration provision. To the extent that the Federal Arbitration Act is inapplicable, or is held not to require arbitration of a particular claim, state law governing agreements to arbitrate shall apply.

The arbitration findings will be final and binding except to the extent that state or federal law provides for the judicial review of arbitration proceedings.

The arbitration is initiated by the Member making a written demand on Anthem Blue Cross Life and Health Insurance Company. The arbitration will be conducted by a single neutral arbitrator from Judicial Arbitration and Mediation Services ("JAMS"), according to JAMS' applicable Rules and Procedures. If for any reason JAMS is unavailable to conduct the arbitration, the arbitration will be conducted by a single neutral arbitrator from another neutral arbitration entity, by agreement of the Member and Anthem Blue Cross Life and Health Insurance Company, or by order of the court, if the Member and Anthem Blue Cross Life and Health Insurance Company cannot agree. If the parties cannot agree on the individual neutral arbitrator, the arbitrator will be selected in accordance with JAMS Rule 15 (or any successor rule).

The costs of the arbitration will be allocated per the JAMS Policy on Consumer Arbitrations. Unless You, and Anthem Blue Cross Life and Health Insurance Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

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

TAB S

MEETING DATE:	July 1, 2020				
AGENDA TITLE:	Equipment and Fleet Maintenance Technician Position Description				
MOTION(s):	I move that the Board of Supervisors approve the Equipment and Fleet Maintenance Technician position description, 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):	Jessica Rice, Human Resources Manager				
PRESENTER(S):	Jessica Rice, Human Resources Manager				
RECOMMENDATION:	Approve				
TIMING:	Regular				
DISCUSSION:	<ol style="list-style-type: none"> 1) For the past several years, a County employee has been working to maintain, inspect, and repair the County's equipment and vehicles. 2) Because an equipment maintenance position did not previously exist, the employee was working under the classification of a Grounds Maintenance Technician. 3) During the FY21 budget adoption, the BOS approved funding to appropriately compensate the employee for the additional skills and knowledge required to maintain equipment and vehicles. 4) The attached position description formally establishes and classifies an equipment and fleet maintenance technician, separate from the grounds keeping positions. 5) The establishment of this position does not create a vacancy in the department. No additional employees are requested because the employee who is being reassigned to this position was already performing the equipment maintenance technician job tasks. 				
FISCAL IMPACT:	No additional cost to County. Position upgrade was included in the adopted FY21 budget.				
POLICY IMPACT:	NA				
LEGISLATIVE HISTORY:	NA				
ENCLOSURES:	Equipment and Fleet Maintenance Technician Position Description- Draft				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				X	COAD



Fluvanna County, Virginia
Department of PUBLIC WORKS
Job Description

EQUIPMENT AND FLEET MAINTENANCE TECHNICIAN

Job Class #:	7400
Pay Grade:	11
Category:	Full-time (with benefits)
FLSA Status:	Non-Exempt
Reports To:	Assistant Public Works Director

SUMMARY

Under general supervision, performs work of moderate difficulty in the diagnosis, maintenance and repair of County vehicles and equipment. Performs related work as required.

This position is classified as Essential Personnel and may be called upon to work during weather closures and emergencies.

ESSENTIAL FUNCTIONS

- Troubleshoots, diagnoses, maintains and repairs a variety of small engine, light power driven, and hand operated power equipment including, but not limited to, small gas-powered engines, tractors, mowers and trailers, generators, lawn edgers, snow blowers, pressure washers, and chainsaws
- Performs preventive maintenance to include lubricating, cleaning, servicing, inspecting, and testing of equipment
- Identifies and reports significant repair and maintenance problems, through regular inspections
- Administers the State Vehicle Inspection program for the County
- Orders and maintains inventory of parts and tools
- Cleans and cares for tools, equipment and shop facilities
- Attends Safety Training as required
- Assist Public Works with snow and ice removal as required
- Performs related duties as assigned

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Working knowledge of the practices, techniques, materials, tools and equipment used in the mechanical trade
- Ability to use and maintain hand tools, diagnostic equipment, and machine tools used in light equipment repair and maintenance
- Ability to interpret and apply information from technical manuals, service manuals, schematic diagrams, and other reference materials
- Knowledge of basic computer competency including email, web browser, and word processing
- Knowledge of the occupational hazards and safety precautions of the trade
- Ability to develop and maintain effective working relationships with internal and external customers

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

Minimum Qualifications:

- High School diploma or equivalent
- Two years of experience in problem diagnosis, repair and maintenance of a wide variety of light, medium and heavy equipment and/or vehicles

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

This is physical work requiring exertion in excess of 100 pounds of force occasionally, in excess of 50 pounds of force frequently, and in excess of 20 pounds of force constantly to move objects; work requires climbing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for depth perception, color perception, visual inspection involving small defects and/or small parts, use of measuring devices, assembly or fabrication of parts at or within arm’s length, operation of machines, operation of motor vehicles or equipment, and determining the accuracy and thoroughness of work; the worker is subject to environmental conditions, extreme cold, extreme heat, noise, vibration, hazards, atmospheric conditions, and oils. The worker is required to wear personal protective equipment necessary for prevent injury. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

SPECIAL REQUIREMENTS

- Possession of and maintain a driver's license valid in the Commonwealth of Virginia.
- Essential Services Designation – must be available to work during inclement weather and emergency call back to perform essential and/or emergency services for the County.
- Basic tools and equipment will be provided by the County and will remain under the County’s ownership
- Criminal background and driving record check.

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
	6/24/2020		

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

TAB T

MEETING DATE:	July 1, 2020				
AGENDA TITLE:	University of Virginia Propel Management Consulting Program				
MOTION(s):	I move the Fluvanna County Board of Supervisors proclaim the University of Virginia Propel Management Consulting Program interns as honorary Fluvanna residents.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Bryan Rothamel, Economic Development Coordinator				
PRESENTER(S):	Bryan Rothamel, Economic Development Coordinator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	<ul style="list-style-type: none"> • University of Virginia's Propel Management Consulting Program conducted a two-week study on the Fluvanna economy from June 1 to June 12. • The program had over 14 teams working on the project. • The teams each presented a solution on how to make the Fluvanna more resilient and recover from the COVID-19 health disruption. • Fluvanna Economic Development Office is working in collaboration with Louisa County to implement a comprehensive online solution for businesses from Fluvanna. 				
FISCAL IMPACT:	None				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Proclamation				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia

PROCLAMATION 04-2020

University of Virginia Propel Management Consulting Program

WHEREAS, during the spring of 2020, a Public Health Emergency was declared in response to the COVID-19 pandemic; and

WHEREAS, COVID-19 caused disruptions in nearly all sectors of daily life; and

WHEREAS, as a result of the Public Health Emergency, Students at the University of Virginia could not participate in summer internship opportunities; and

WHEREAS, the University of Virginia Career Center looked to give students meaningful and educational summer work experience; and

WHEREAS, the University of Virginia Career Services, in collaboration with the Central Virginia Small Business Development Center, created the Propel Management Consulting Program; and

WHEREAS, businesses from Fluvanna have suffered from the inability to conduct face-to-face transactions because of the COVID-19 health crisis; and

WHEREAS, University of Virginia Propel interns conducted research into creating a more responsive and resilient business climate in Fluvanna; and

WHEREAS, University of Virginia Propel interns completed a two-week study of the Fluvanna County economy on June 12 and provided solutions to help businesses from Fluvanna; and

WHEREAS, University of Virginia Propel interns learned real world experience through the assistance of alumni consultants, an experience that will undoubtedly help them in their future careers; and

WHEREAS, the Fluvanna County Board of Supervisors offers its gratitude to the University of Virginia Propel interns, and will work to implement the best ideas in a timely fashion; and

NOW, THEREFORE, the Fluvanna County Board of Supervisors does hereby proclaim the University of Virginia Propel Management Consulting Program interns, and whose names are attached to this proclamation, as **honorary residents** of Fluvanna County for the fantastic and beneficial work they have completed.

Passed and adopted this 1st day of July, 2020.

John M. Sheridan
 Chair, Board of Supervisors

University of Virginia 2020 Propel Interns

Ryan Afshari	Iris Kennedy	Nishant Saxena
Ryan Ahmadiyar	Andrew Kraemer	Alec Scicchitano
Zara Ali	Keltoum Laghjibi	Garrett Scocos
Nikolas Almaas	Sydney Lawrence	Jiaying Shi
Alexandria Anderson	Harry Lazar	Javeeria Siddiq
John Bonham	Samuel Lisner	Jewel Simon
Claire Bright	Michele Liu	Carl Spana
Shreyash Daga	Zhongwen Luo	Benjamin Stein
Evan Derector	Justin Magill	Fatima Tahir
Mohammad Sadegh Eghdami	Andrew McCracken	Agatha Tatang
Fateh Abadi	Amelia McCrory	Jake Temares
Joseph Elsis	Kent McLaughlin	Ruth Tesfai
Louisa Evola	Sahil Mehta	Emmanuel Toroitich
Callie Freeman	Seth Miller	Charlotte Tsang
Robert Giller	Alex Naupari	Justin Vosburgh
Natalie Groder	Ashley Ontiri	Jessica Wang
Xiaolin Guan	Lerene-Jade Palugod	Lauren Weis
Carter Head	Kayla Perkins	Isaiah Woo
Marvin Hicks	Holly Power	Katherine Woodward
Mohammed Hossain	Noah Rempfer	Eric Zhang
Adam Hunt, Jeannette Jiang	Elizabeth Robertson	Xinyuan Zhang
Josephine Johannes	Hannah Rollins	Yiwei Zhang
Taylor Kamhong	Jana Saleh	Ruijie Zhu

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

TAB U

MEETING DATE:	July 1, 2020				
AGENDA TITLE:	Public Hearing to Readopt the Continuity of Operations Emergency Ordinance				
MOTION(s):	I move the Fluvanna County Board of Supervisors approve the Ordinance entitled "To Readopt an Emergency Ordinance to Effectuate Temporary Changes in Certain Deadlines and to Modify Public Meeting and Public Hearing Practices and Procedures to Address Continuity of Operations Associated with Pandemic Disaster."				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<p>On April 1, 2020, the BOS approved the Emergency Ordinance entitled "Emergency Ordinance to Effectuate Temporary Changes in Certain Deadlines and to Modify Public Meeting and Public Hearing Practices and Procedures to Address Continuity of Operations Associated with Pandemic Disaster."</p> <p>The approval of this Emergency Ordinance allowed for the Board of Supervisors to meet during the COVID-19 emergency and in the event there is not a physical quorum, under Virginia Code §15.2-1413, which makes virtual/telephone meetings during a disaster allowed for the "continuity of government" and also matters directly related to the emergency. There are certain functions of government that must still proceed and this will allow for continuity of government.</p> <p>This does <u>not</u> allow for all normal business matters of the County to be handled, but for matters that are necessary for continuity of government functions and related to the emergency.</p> <p>In counties, emergency ordinances may be adopted without prior notice (as was done on April 1, 2020); however, no such ordinance shall be enforced for more than sixty days unless readopted in conformity with the provisions of Virginia Code §15.2-1427. To continue with this Emergency Ordinance for another 60-day period, and considering Governor Northam's Safer-At-Home Order is in effect, the County must hold a Public Hearing to readopt the Emergency Ordinance.</p> <p>This Public Hearing was advertised on June 18th and 25th.</p>				

	Readopting this Emergency Ordinance shall remain in full force and effect for a period of another 60 days, unless amended, rescinded or readopted by the Board in conformity with the notice provisions set forth in Virginia Code §15.2-1427 and 15.2-1413, but in no event shall such ordinance be effective for more than 6 months.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	The BOS originally adopted this Emergency Ordinance under the provisions of Virginia Code §15.2-1427 and 15.2-1413 on April 1, 2020. The BOS readopted this Emergency Ordinance under the provisions of Virginia Code §15.2-1427 and 15.2-1413 on May 20, 2020.				
ENCLOSURES:	Ordinance				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

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

TAB V

MEETING DATE:	July 1, 2020				
AGENDA TITLE:	Public Hearing for an Ordinance to Amend Sections 4-1-1 And 8-5 of the Fluvanna County Code to Conform to the Recodification of Title 55 (Now Title 55.1) of the Code Of Virginia				
MOTION(s):	I move the Fluvanna County Board of Supervisors approve “An Ordinance To Amend Sections 4-1-1 And 8-5 Of The Fluvanna County Code To Conform To The Recodification Of Title 55 (Now Title 55.1) Of The Code Of Virginia, Relating To Declaration Of Boundary Lines As A Lawful Fence And Disposal Of Unclaimed Personal Property In The Possession Of The Sheriff”.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	The Code of Virginia recodified TITLE 55 (NOW TITLE 55.1). Sections 4-1-1 and 8-5 of the Fluvanna County Code and said Sections of the Fluvanna County Code are being amended to comply to the Code of Virginia.				
	Amendments to the Fluvanna County Code require advertisement of a public hearing and a public hearing to be held to receive public comment on the proposed amendments. This Public Hearing was advertised on June 18 th and 25 th .				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Ordinance				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

AN ORDINANCE TO AMEND SECTIONS 4-1-1 AND 8-5 OF THE FLUVANNA COUNTY CODE TO CONFORM TO THE RECODIFICATION OF TITLE 55 (NOW TITLE 55.1) OF THE CODE OF VIRGINIA, RELATING TO DECLARATION OF BOUNDARY LINES AS A LAWFUL FENCE AND DISPOSAL OF UNCLAIMED PERSONAL PROPERTY IN THE POSSESSION OF THE SHERIFF

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS that Sections 4-1-1 and 8-5 of the Fluvanna County Code be, and said Sections of the Fluvanna County Code are hereby, AMENDED, as follows:

Sec. 4-1-1. Fence law declared.

The boundary line of each lot or tract of land is hereby declared to be a lawful fence as to all of the animals mentioned in section ~~55-306~~ 55.1-2814 of the Code of Virginia. The foregoing declaration shall not apply within the limits of any incorporated town.

Sec. 8-5. - Disposal of unclaimed personal property in the possession of the Sheriff.

Any unclaimed personal property which has been in the possession of the Sheriff and unclaimed for a period of more than sixty (60) days may be (i) sold at public sale in accordance with the provisions of this section or (ii) retained for use by the Sheriff. As used herein, "unclaimed personal property" shall be any personal property belonging to another which has been acquired by a law-enforcement officer pursuant to his duties, which is not needed in any criminal prosecution, which has not been claimed by its rightful owner and which the State Treasurer has indicated will be declined if remitted under the Uniform Virginia Disposition of Unclaimed Property Act (section ~~55-210.1~~ 55.1-2500 et seq. of the Code of Virginia). Unclaimed bicycles and mopeds may also be disposed of in accordance with section 15.2-1720 of the Code of Virginia, and unclaimed firearms shall only be disposed of in accordance with section 15.2-1721 of the Code of Virginia after having been in the possession of the Sheriff and unclaimed for a period of more than 120 days.

Prior to the sale or retention for use by the Sheriff of any unclaimed item, the Sheriff or his duly authorized agents shall make reasonable attempts to notify the rightful owner of the property, obtain from the attorney for the Commonwealth in writing a statement advising that the item is not needed in any criminal prosecution, and cause to be published in a newspaper of general circulation in the County once a week for two (2) successive weeks, notice that there will be a public display and sale of unclaimed personal property. Such property, including property selected for retention by the Sheriff, shall be described generally in the notice, together with the date, time and place of the sale and shall be made available for public viewing at the sale. The Sheriff or his duly authorized agents shall pay from the proceeds of sale the costs of advertisement, removal, storage, investigation as to ownership and liens, and notice of sale. The balance of the funds shall be held by such officer for the owner and paid to the owner upon satisfactory proof of ownership. Any unclaimed item retained for use by the Sheriff shall become the property of the County and shall be retained only if, in the opinion of

the Sheriff, there is a legitimate use for the property by the Sheriff and that retention of the item is a more economical alternative than purchase of a similar or equivalent item.

If no claim has been made by the owner for the property or proceeds of such sale within sixty (60) days of the sale, the remaining funds shall be deposited in the general fund of the County and the retained property may be placed into use by the Sheriff. Any such owner shall be entitled to apply to the County within three (3) years from the date of the sale and, if timely application is made therefor and satisfactory proof of ownership of the funds or property is made, the County shall pay the remaining proceeds of the sale or return the property to the owner without interest or other charges or compensation. No claim shall be made nor any suit, action or proceeding be instituted for the recovery of such funds or property after three (3) years from the date of the sale.

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

TAB W

MEETING DATE:	July 1, 2020				
AGENDA TITLE:	Local Allocations for Federal CARES Coronavirus Relief Funds				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					X
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	N/A				
TIMING:	N/A				
DISCUSSION:	<ul style="list-style-type: none"> • Congress passed and the President recently signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020. • This Act provides funding for a number of different programs to address the COVID-19 pandemic. • A primary component of the CARES Act is \$150 billion in assistance to state, local, territorial, and tribal governments for the direct impact of the COVID-19 pandemic through the establishment of the Coronavirus Relief Fund (CRF). <p>These funds may be used for qualifying expenses of state and local governments. The CARES Act provides that payments from the CRF only may be used to cover costs that:</p> <ol style="list-style-type: none"> 1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); 2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and 3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. <ul style="list-style-type: none"> • Each locality's allocation will be based on the proportion that the locality's population represents of the statewide total population. • Fluvanna County's allocation is <u>\$2,379,202</u> 				

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:

- COVID-19-related expenses of public hospitals, clinics, and similar facilities.
- Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
- Costs of providing COVID-19 testing, including serological testing.
- Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
- Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.

2. Public health expenses such as:

- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID- 19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:

- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
- Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
- Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
- COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
- Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:

- Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.

	<ul style="list-style-type: none"> • Expenditures related to a State, territorial, local, or Tribal government payroll support program. • Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise. <p>6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund’s eligibility criteria.</p> <p><u>Nonexclusive examples of ineligible expenditures</u></p> <p>The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.</p> <ol style="list-style-type: none"> 1. Expenses for the State share of Medicaid.³ 2. Damages covered by insurance. 3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency. 4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds. 5. Reimbursement to donors for donated items or services. 6. Workforce bonuses other than hazard pay or overtime. 7. Severance pay. 8. Legal settlements. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X			



COMMONWEALTH of VIRGINIA

Aubrey L. Layne, Jr., MBA, CPA
Secretary of Finance

P.O. Box 1475
Richmond, Virginia 23218

May 12, 2020

To: County and City Elected Officials

Delivered Via: Chief Executive Officer, Manager, or Administrator

From: Aubrey L. Layne, Jr.
Secretary of Finance

Subject: Local Allocations for Federal CARES Coronavirus Relief Funds

Background

As most of you are aware, Congress passed and the President recently signed the *Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020*. This Act provides funding for a number of different programs to address the COVID-19 pandemic. A primary component of the CARES Act is \$150 billion in assistance to state, local, territorial, and tribal governments for the direct impact of the COVID-19 pandemic through the establishment of the Coronavirus Relief Fund (CRF).

Allocations were sent to states based on population. Each state received 55 percent of its share based on total state population and the remaining 45 percent was based on the local populations of each state's cities and counties. Localities with populations greater than 500,000 could apply to receive funds directly. All other CRF funds were distributed to the states to determine the allocations to localities.

Virginia has received approximately \$3.1 billion as its share of the CRF total. This amount does not include approximately \$200 million that went directly to Fairfax County since it qualified to receive its funding directly.

These funds may be used for qualifying expenses of state and local governments. The CARES Act provides that payments from the CRF only may be used to cover costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

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At this point, federal guidance indicates that the CRF funds can only be used for the direct costs associated with the response to the COVID-19 pandemic and cannot be used to make up for revenue shortfalls. State and local government officials have requested that this restriction be lifted or that additional federal funds be provided to address the loss of state and local revenue. To date, no action has been taken by Congress to allow that flexibility or to provide funding for that purpose.

Allocation of CRF Funds to Localities

While the federal CARES Act does not require that states distribute funding to local governments with populations less than 500,000 residents, the Governor recognizes that localities are experiencing the same COVID-19 related expenses as the Commonwealth. Therefore, fifty (50) percent of the locally-based allocations will be distributed to counties and cities on or around June 1, 2020, by the Department of Accounts (DOA) after receipt of a signed certification from the locality. This distribution will be made to the local treasurer in the same manner that Car Tax Relief Payments are made.

Each locality's allocation will be based on the proportion that the locality's population represents of the statewide total population. Appendix A reflects the population used by US Treasury to allocate CRF funds to the states. This population data is the basis for determining the allocations to each locality.

This table also reflects each locality's share of the current distribution based on the population data displayed. Please note that the population data for each county includes the populations of the towns within its borders. Consequently, the allocation indicated for each county includes any allocations based on residents that live in the towns located within that county.

CRF funds should be considered "one time" monies and should not be used for ongoing services and/or base operations. Because the funds must be expended by December 30, localities are advised not to create services with expenses beyond that period. Any expenses beyond December 30, 2020, must be paid entirely by the locality from local funds.

Requirements for Use of Funds and Certifications

General

The amounts listed in Appendix A reflect the funds that will be transferred to each locality after receipt of a certification form (Appendix D) from the locality signed by the chief executive officer, the chief financial officer, and the chief elected officer. Before signing the certification, I recommend that you read and understand the federal guidance and the frequently asked questions contained in Appendix B and Appendix C, respectively. The most recent information on this guidance and the frequently asked questions can be obtained at: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

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Please note that the certification statement includes an acknowledgment that you may be required to return funds to the federal government if it is determined that those funds were spent for purposes that do not qualify. Since these funds are being provided to you “up front” rather than on a reimbursement basis, it is important for you to understand that the burden of ensuring that all CRF funds are spent for qualifying purposes falls to the local government. You are responsible for maintaining all necessary documentation to ensure compliance with the federal requirements.

If the federal government determines that you have used CRF funds for purposes that do not qualify, you must return those funds to the state promptly so that they may be returned to the federal government. As a condition of receiving CRF funds, you are agreeing that the state can use state aid intercept to recover any funds necessary for expenses that were not for a qualifying purpose or that were unexpended as of December 30, 2020.

For Counties Only

As previously stated, the population data for each county includes the populations of the towns within its borders. Consequently, the allocation indicated for each county includes any allocations based on residents that live in the towns located within that county.

Counties must ensure that an equitable share of the CRF funds it receives are shared with and granted to each town within its jurisdiction. Just as with the funds retained by the county, the funds granted to towns must be spent in accordance with the same requirements and the same documentation must be retained for audit purposes. The county issuing the grant is responsible for the ensuring compliance with the documentation requirements and must ensure that the use of the funds meets the requirements set forth by the federal government.

Submission of Certification

The certification in Appendix D contains more specific details on the responsibilities of the local governing body. A fillable .pdf form can be downloaded from the Secretary of Finance’s Website under “Recent News” at: <http://finance.virginia.gov/>

In order to receive your locality’s allocation, the signed certification form must be submitted no later than **May 22, 2020**, to the Department of Accounts in electronic or hard copy form:

By Email to: GACCT@DOA.Virginia.gov

By US Mail to: Department of Accounts
Attention: Local CRF Certification
P.O. Box 1971
Richmond, VA 23218-1971

If you have any questions about this process, you may contact my office at (804) 786-1148. If you have technical questions about the certification form or the distribution of the funds, please contact Melinda Pearson, Director, General Accounting, Department of Accounts, at Melinda.Pearson@DOA.Virginia.gov or by phone at 804-225-2376.

Appendix A – Local Allocations

Annual Estimates of the Resident Population for Counties in Virginia: as of July 1, 2019	Statewide Total = 8,535,519	% of Total ¹	Current Allocation Base = \$744,691,122
Locality	Population		
.Accomack County, Virginia	32,316	0.3786%	\$2,819,446
.Albemarle County, Virginia	109,330	1.2809%	\$9,538,621
.Alleghany County, Virginia	14,860	0.1741%	\$1,296,478
.Amelia County, Virginia	13,145	0.1540%	\$1,146,851
.Amherst County, Virginia	31,605	0.3703%	\$2,757,414
.Appomattox County, Virginia	15,911	0.1864%	\$1,388,173
.Arlington County, Virginia	236,842	2.7748%	\$20,663,551
.Augusta County, Virginia	75,558	0.8852%	\$6,592,144
.Bath County, Virginia	4,147	0.0486%	\$361,810
.Bedford County, Virginia	78,997	0.9255%	\$6,892,184
.Bland County, Virginia	6,280	0.0736%	\$547,906
.Botetourt County, Virginia	33,419	0.3915%	\$2,915,679
.Brunswick County, Virginia	16,231	0.1902%	\$1,416,092
.Buchanan County, Virginia	21,004	0.2461%	\$1,832,518
.Buckingham County, Virginia	17,148	0.2009%	\$1,496,097
.Campbell County, Virginia	54,885	0.6430%	\$4,788,505
.Caroline County, Virginia	30,725	0.3600%	\$2,680,638
.Carroll County, Virginia	29,791	0.3490%	\$2,599,150
.Charles City County, Virginia	6,963	0.0816%	\$607,495
.Charlotte County, Virginia	11,880	0.1392%	\$1,036,484
.Chesterfield County, Virginia	352,802	4.1333%	\$30,780,614
.Clarke County, Virginia	14,619	0.1713%	\$1,275,451
.Craig County, Virginia	5,131	0.0601%	\$447,660
.Culpeper County, Virginia	52,605	0.6163%	\$4,589,583
.Cumberland County, Virginia	9,932	0.1164%	\$866,529
.Dickenson County, Virginia	14,318	0.1677%	\$1,249,190
.Dinwiddie County, Virginia	28,544	0.3344%	\$2,490,354
.Essex County, Virginia	10,953	0.1283%	\$955,607
.Fairfax County, Virginia	1,147,532	13.4442%	N/A
.Fauquier County, Virginia	71,222	0.8344%	\$6,213,845
.Floyd County, Virginia	15,749	0.1845%	\$1,374,040
.Fluvanna County, Virginia	27,270	0.3195%	\$2,379,202
.Franklin County, Virginia	56,042	0.6566%	\$4,889,448

.Frederick County, Virginia	89,313	1.0464%	\$7,792,215
.Giles County, Virginia	16,720	0.1959%	\$1,458,756
.Gloucester County, Virginia	37,348	0.4376%	\$3,258,469
.Goochland County, Virginia	23,753	0.2783%	\$2,072,358
.Grayson County, Virginia	15,550	0.1822%	\$1,356,678
.Greene County, Virginia	19,819	0.2322%	\$1,729,131
.Greensville County, Virginia	11,336	0.1328%	\$989,022
.Halifax County, Virginia	33,911	0.3973%	\$2,958,604
.Hanover County, Virginia	107,766	1.2626%	\$9,402,168
.Henrico County, Virginia	330,818	3.8758%	\$28,862,595
.Henry County, Virginia	50,557	0.5923%	\$4,410,903
.Highland County, Virginia	2,190	0.0257%	\$191,069
.Isle of Wight County, Virginia	37,109	0.4348%	\$3,237,617
.James City County, Virginia	76,523	0.8965%	\$6,676,337
.King and Queen County, Virginia	7,025	0.0823%	\$612,904
.King George County, Virginia	26,836	0.3144%	\$2,341,338
.King William County, Virginia	17,148	0.2009%	\$1,496,097
.Lancaster County, Virginia	10,603	0.1242%	\$925,071
.Lee County, Virginia	23,423	0.2744%	\$2,043,566
.Loudoun County, Virginia	413,538	4.8449%	\$36,079,596
.Louisa County, Virginia	37,591	0.4404%	\$3,279,670
.Lunenburg County, Virginia	12,196	0.1429%	\$1,064,054
.Madison County, Virginia	13,261	0.1554%	\$1,156,971
.Mathews County, Virginia	8,834	0.1035%	\$770,732
.Mecklenburg County, Virginia	30,587	0.3583%	\$2,668,598
.Middlesex County, Virginia	10,582	0.1240%	\$923,239
.Montgomery County, Virginia	98,535	1.1544%	\$8,596,799
.Nelson County, Virginia	14,930	0.1749%	\$1,302,585
.New Kent County, Virginia	23,091	0.2705%	\$2,014,601
.Northampton County, Virginia	11,710	0.1372%	\$1,021,652
.Northumberland County, Virginia	12,095	0.1417%	\$1,055,242
.Nottoway County, Virginia	15,232	0.1785%	\$1,328,933
.Orange County, Virginia	37,051	0.4341%	\$3,232,557
.Page County, Virginia	23,902	0.2800%	\$2,085,357
.Patrick County, Virginia	17,608	0.2063%	\$1,536,230
.Pittsylvania County, Virginia	60,354	0.7071%	\$5,265,654
.Powhatan County, Virginia	29,652	0.3474%	\$2,587,023
.Prince Edward County, Virginia	22,802	0.2671%	\$1,989,387
.Prince George County, Virginia	38,353	0.4493%	\$3,346,151
.Prince William County, Virginia	470,335	5.5103%	\$41,034,915
.Pulaski County, Virginia	34,027	0.3987%	\$2,968,725
.Rappahannock County, Virginia	7,370	0.0863%	\$643,004
.Richmond County, Virginia	9,023	0.1057%	\$787,222
.Roanoke County, Virginia	94,186	1.1035%	\$8,217,365

.Rockbridge County, Virginia	22,573	0.2645%	\$1,969,407
.Rockingham County, Virginia	81,948	0.9601%	\$7,149,647
.Russell County, Virginia	26,586	0.3115%	\$2,319,526
.Scott County, Virginia	21,566	0.2527%	\$1,881,550
.Shenandoah County, Virginia	43,616	0.5110%	\$3,805,328
.Smyth County, Virginia	30,104	0.3527%	\$2,626,458
.Southampton County, Virginia	17,631	0.2066%	\$1,538,237
.Spotsylvania County, Virginia	136,215	1.5959%	\$11,884,234
.Stafford County, Virginia	152,882	1.7911%	\$13,338,365
.Surry County, Virginia	6,422	0.0752%	\$560,295
.Sussex County, Virginia	11,159	0.1307%	\$973,580
.Tazewell County, Virginia	40,595	0.4756%	\$3,541,757
.Warren County, Virginia	40,164	0.4706%	\$3,504,154
.Washington County, Virginia	53,740	0.6296%	\$4,688,608
.Westmoreland County, Virginia	18,015	0.2111%	\$1,571,739
.Wise County, Virginia	37,383	0.4380%	\$3,261,523
.Wythe County, Virginia	28,684	0.3361%	\$2,502,568
.York County, Virginia	68,280	0.8000%	\$5,957,167
.Alexandria city, Virginia	159,428	1.8678%	\$13,909,478
.Bristol city, Virginia	16,762	0.1964%	\$1,462,420
.Buena Vista city, Virginia	6,478	0.0759%	\$565,181
.Charlottesville city, Virginia	47,266	0.5538%	\$4,123,776
.Chesapeake city, Virginia	244,835	2.8684%	\$21,360,910
.Colonial Heights city, Virginia	17,370	0.2035%	\$1,515,466
.Covington city, Virginia	5,538	0.0649%	\$483,169
.Danville city, Virginia	40,044	0.4691%	\$3,493,685
.Emporia city, Virginia	5,346	0.0626%	\$466,418
.Fairfax city, Virginia	24,019	0.2814%	\$2,095,565
.Falls Church city, Virginia	14,617	0.1712%	\$1,275,277
.Franklin city, Virginia	7,967	0.0933%	\$695,090
.Fredericksburg city, Virginia	29,036	0.3402%	\$2,533,279
.Galax city, Virginia	6,347	0.0744%	\$553,751
.Hampton city, Virginia	134,510	1.5759%	\$11,735,479
.Harrisonburg city, Virginia	53,016	0.6211%	\$4,625,442
.Hopewell city, Virginia	22,529	0.2639%	\$1,965,568
.Lexington city, Virginia	7,446	0.0872%	\$649,635
.Lynchburg city, Virginia	82,168	0.9627%	\$7,168,841
.Manassas city, Virginia	41,085	0.4813%	\$3,584,508
.Manassas Park city, Virginia	17,478	0.2048%	\$1,524,888
.Martinsville city, Virginia	12,554	0.1471%	\$1,095,288
.Newport News city, Virginia	179,225	2.0998%	\$15,636,690
.Norfolk city, Virginia	242,742	2.8439%	\$21,178,304
.Norton city, Virginia	3,981	0.0466%	\$347,327
.Petersburg city, Virginia	31,346	0.3672%	\$2,734,818

.Poquoson city, Virginia	12,271	0.1438%	\$1,070,597
.Portsmouth city, Virginia	94,398	1.1059%	\$8,235,862
.Radford city, Virginia	18,249	0.2138%	\$1,592,155
.Richmond city, Virginia	230,436	2.6997%	\$20,104,653
.Roanoke city, Virginia	99,143	1.1615%	\$8,649,844
.Salem city, Virginia	25,301	0.2964%	\$2,207,415
.Staunton city, Virginia	24,932	0.2921%	\$2,175,221
.Suffolk city, Virginia	92,108	1.0791%	\$8,036,068
.Virginia Beach city, Virginia	449,974	5.2718%	\$39,258,497
.Waynesboro city, Virginia	22,630	0.2651%	\$1,974,380
.Williamsburg city, Virginia	14,954	0.1752%	\$1,304,679
.Winchester city, Virginia	28,078	0.3290%	\$2,449,697
Total Funds Distributed (excludes Fairfax County)			\$644,573,383
Source: U.S. Census Bureau, Population Division			
Release Date: March 2020			

¹ **Note:** Percentages are displayed as rounded numbers, however, the distributions are calculated using the full values.

Appendix B - Guidance From U.S. Treasury

Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government

officials responsible for spending Fund payments.

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in

- connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

¹ The Guidance is available at: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

Appendix C - Frequently Asked Questions

The content below was provided by the US Department of the Treasury.

Coronavirus Relief Fund Frequently Asked Questions April 22, 2020

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Inspector General of the Department of the Treasury of amounts received from the Coronavirus Relief Fund (the “Fund”) that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Inspector General if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May governments retain assets purchased with these funds?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 4, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county’s borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to

the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax

requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

¹ The Guidance is available at: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

Appendix D - Certification for Use of Coronavirus Relief Fund

Note: Provided for reference only - download a fillable .pdf copy of this form from the Secretary of Finance's Website under "Recent News" at: <http://finance.virginia.gov/>

**CERTIFICATION for RECEIPT of
CORONAVIRUS RELIEF FUND PAYMENTS
by
INSERT NAME OF LOCAL GOVERNMENT**

We the undersigned represent insert name of local government (the locality), and we certify that:

1. we have the authority to request direct payment on behalf of the locality from the Commonwealth of Virginia of revenues from the Coronavirus Relief Fund (CRF) pursuant to section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. we understand that the Commonwealth of Virginia will rely on this certification as a material representation in making a direct payment to the locality.
3. the locality's proposed uses of the funds received as direct payment from the Commonwealth of Virginia under section 601(b) of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for the locality; and
 - c. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
4. any funds that are not expended or that will not be expended on necessary expenditures on or before December 30, 2020, by the locality or its grantee(s), must be returned to Commonwealth of Virginia no later than December 30, 2020, and that the Commonwealth of Virginia is entitled to invoke state aid intercept to recover any such unexpended funds that have not been returned to the Commonwealth within 30 days of December 30, 2020.
5. we understand that the locality will not receive continued funding beyond December 30, 2020, from any source to continue paying expenses or providing services that were initiated or previously supported from CRF funds prior to December 30, 2020.
6. funds received as a direct payment from the Commonwealth of Virginia pursuant to this certification must adhere to official federal guidance issued or to be issued regarding what constitutes a necessary expenditure.
7. any CRF funds expended by the locality or its grantee(s) in any manner that does not adhere to official federal guidance shall be returned to the Commonwealth of Virginia within 30 days of a finding that the expenditure is disallowed, and that the Commonwealth of Virginia is entitled to

invoke state aid intercept to recover any and all such funds that are not repaid within 30 days of a finding that the expenditure is disallowed.

8. as a condition of receiving the CRF funds pursuant to this certification, the locality shall retain documentation of all uses of the funds, including but not limited to payroll time records, invoices, and/or sales receipts. Such documentation shall be produced to the Commonwealth of Virginia upon request.
9. the locality must maintain proper accounting records to segregate these expenditures from those supported by other fund sources and that all such records will be subject to audit.
10. any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected revenue collections from taxes, fees, or any other revenue source.
11. any CRF funds received pursuant to this certification will not be used for expenditures for which the locality has received funds from any other emergency COVID-19 supplemental funding (whether state, federal, or private in nature) for that same expense nor may CRF funds be used for purposes of matching other federal funds unless specifically authorized by federal statute, regulation, or guideline.

For counties only

12. an equitable share of CRF funds received pursuant to this certification shall be shared with and granted to each town within its jurisdiction. Such grant(s) shall be used solely for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), that were not accounted for in the budget most recently approved as of March 27, 2020, and that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. The county issuing the grant is responsible for the ensuring compliance with the documentation requirements required by this certification and shall ensure that the use of the funds meets the requirements set forth in this certification.

We certify that we have read the above certification and our statements contained herein are true and correct to the best of our knowledge.

By: _____	By: _____	By: _____
Signature: _____	Signature: _____	Signature: _____
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of June 24, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

May funds be used to satisfy non-federal matching requirements under the Stafford Act?

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to

the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are “other financial assistance” under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients’ total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program

or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

**FLUVANNA COUNTY BOARD OF SUPERVISORS
MEETING PACKAGE ATTACHMENTS**

Incl?	Item
<input checked="" type="checkbox"/>	Unassigned Fund Balance Report
<input checked="" type="checkbox"/>	BOS Contingency Balance Report
<input checked="" type="checkbox"/>	Capital Reserve Balances Memo
<input type="checkbox"/>	Fluvanna County Bank Balance and Investment Report
<input type="checkbox"/>	Building Inspections Report
<input type="checkbox"/>	VDOT Monthly Report & 2020 Resurfacing List
<input type="checkbox"/>	



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2020-07-01 p.277/284
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: July 01, 2020
From: Liz McIver – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

*FY20 Year End (Unaudited) Total Unassigned Fund Balance:	*\$5,340,599
Less: ZXR Water Project (Future Commitment - Pending Borrowing)	-\$1,750,000
Current (Unaudited) Unassigned Fund Balance	*\$3,590,599

*Audited FY20 Year End Unassigned Fund Balance will be available upon completion of the FY20 CAFR



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MEMORANDUM

Date: July 1, 2020
From: Liz McIver – Management Analyst
To: Board of Supervisors
Subject: FY21 BOS Contingency Balance

The FY21 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$150,000
Available:	\$150,000



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MEMORANDUM

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Date: July 1, 2020
From: Liz McIver – Management Analyst
To: Board of Supervisors
Subject: FY20 Capital Reserve Balances

The FY20 Capital Reserve account balances are as follows:

County Capital Reserve:

FY20 Budget Allocation:	\$250,000
FY19 Carryover	\$86,389
Add: FY19 Closed CRM Projects 6/30/19	\$51,538
Total FY20 Budget:	\$387,927
Less: Skid Steer - 07.02.19	-\$3,500
Less: Library Roof Repair - 08.07.19	-\$12,000
Less: Energy Recovery Unit Repair – 08.21.19	-\$5,489
Less: Additional excavation & material for ADA Trail erosion repair – 10.16.19	-\$4,983
Less: John Deere Backhoe/Bobcat Mini Excavator Repair – 10.16.19	-\$14,000
Less: E911 UPS Battery Replacement – 11.06.19	-\$16,600
Less: Treasurer's Office Front Lobby Concrete Floor – 11.06.19	-\$18,663
Less: DSS Conference Room Pain & Carpet – 01.22.20	-\$4,370
Less: Geo-Thermal Water Pump Replacement – 01.22.20	-\$5,000
Less: Boiler Tube Replacement at Courts Building – 04.01.20	-\$6,808
Less: Safety Handrail for MAACA Sidewalk – 04.01.20	-\$4,000
Less: Treasurer's Office Roof Repair – 04.15.20	-\$27,400

Add: FY20 Closed CRM Projects 06.08.20	\$2,856
FY20 Available:	\$267,970

Schools Capital Reserve:

FY20 Budget Allocation:	\$250,000
FY19 Carryover	\$194,149
Total FY20 Budget:	\$444,149
Less: Bus Garage Fencing – 08.07.19	-\$18,500
Less: Flashing Speed Limit Sign – 08.07.19	-\$6,500
Less: Replace Diesel and Gas Pump – 08.07.19	-\$14,000
Less: FCBS Turf Inspection and Leveling – 11.06.19	-\$9,800
Less: FCBS Track Repair – 01.08.20	-\$4,425
Less: FCBS Grinder Pump Replacement – 01.08.20	-\$12,014
Less: FCBS Testing, Cleaning and Tuning of (3) Boilers – 02.19.20	-\$14,850
Less: Air Quality Testing at Abrams Academy – 02.19.20	-\$9,955
Less: Replace Fire Panel at Central Elementary – 05.20.20	-\$12,987
Less: Reseal Roof at Central Elementary – 05.20.20	-\$42,000
Less: SBO Generator – 05.20.20	-\$69,000
Less: HVAC Compressors at FMS – 06.17.20	-\$25,000
Add: FY20 Closed CRM Projects - 06.08.20	\$19,785
FY20 Available:	\$224,903



COUNTY OF FLUVANNA

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MEMORANDUM

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www.fluvannacounty.org

Date: July 1, 2020
From: Liz McIver - Management Analyst
To: Board of Supervisors
Subject: FY21 Capital Reserve Balances

The FY21 Capital Reserve account balances are as follows:

County Capital Reserve:

FY21 Budget Allocation:	\$200,000
FY20 Carryover	\$267,970
Total FY21 Budget:	\$467,970
FY21 Available:	\$467,970

Schools Capital Reserve:

FY21 Budget Allocation:	\$200,000
FY20 Carryover	\$224,903
Total FY21 Budget:	\$424,903
FY21 Available:	\$424,903

