



**FLUVANNA COUNTY BOARD OF SUPERVISORS  
ORGANIZATIONAL/REGULAR MEETING AGENDA**

Circuit Courtroom, Fluvanna Courts Building  
January 8, 2014

2:00 pm (Regular Meeting) and 6:00 pm (Work Session)

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**TAB AGENDA ITEMS**

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**2014 Organizational Meeting of the Fluvanna County Board of Supervisors**

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

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- T Election of Chairman
- U Election of Vice Chairman
- V Resolution Entitled "Organizational Meeting of the Fluvanna County Board of Supervisors 2014"  
[which includes times & location of meetings]
- W Selection of Dates for the Board Meetings
- X Adoption of Board By-Laws and Rules of Practice and Procedures
- YZ BOS Appointments to Boards and Commissions

**Regular Meeting**

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**2 - COUNTY ADMINISTRATOR'S REPORT**

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

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**4 - PUBLIC HEARING**

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None

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**5 - ACTION MATTERS**

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- A General Reassessment Services Contract Award – Joe Rodish, Purchasing Officer
  - B FCPS MUNIS Implementation Funding Supplement – Gena Keller, School Superintendent
  - C Clerk of the Circuit Court Position Change (Accretion of Duties) – Gail Parrish, Human Resources Manager
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**6 - PRESENTATIONS** (normally not to exceed 10 minutes each)

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- D Radon Testing & Risk in Fluvanna County – Ryan Paris, Radiation Safety Specialist and Radon Coordinator, Virginia Department of Health  
Voluntary Contributions Program Update – Linda Lenherr, Treasurer
  - E Vehicle Usage – Wayne Stephens, Director of Public Works
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**7 - CONSENT AGENDA**

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- F Minutes of December 18, 2013 – Mary Weaver, Clerk to the Board
  - G Accounts Payable – Barbara Horlacher, Finance Director
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**8 - UNFINISHED BUSINESS**

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TBD

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**9 - NEW BUSINESS**

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TBD

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**10 - PUBLIC COMMENTS #2** (5 minutes each)

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**11 - CLOSED MEETING**

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TBD

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**RECESS – DINNER BREAK**

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**RECONVENE @ 6:00pm**

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**12 – WORK SESSION**

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Economic Development and Infrastructure – Steve Nichols, County Administrator

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**13 – ADJOURN**

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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.

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## ORDER

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

## PUBLIC HEARING RULES OF PROCEDURE

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

## BOARD OF SUPERVISORS AGENDA ITEM

**Meeting Date:** January 8, 2014

<b>SUBJECT:</b>	Election of Chairman
<b>MOTION(s):</b>	<b>I move to elect _____ as Chairman of the Fluvanna County Board of Supervisors for calendar year 2014.</b>
<b>STAFF CONTACT:</b>	Mary L. Weaver, Clerk to the Board of Supervisors
<b>RECOMMENDATION:</b>	N/A
<b>TIMING:</b>	Routine
<b>DISCUSSION:</b>	As has been your practice in the past, the County Administrator opens the meeting and calls for the nomination and election of the Chairman. Upon the election of the Chairman, the elected chairman will then call for the nomination and election of the Vice Chairman. The Annual or Organizational meeting of the Board will be conducted first and then move to the Regular meeting and conduct of business.
<b>FISCAL IMPLICATIONS:</b>	N/A
<b>POLICY IMPLICATIONS:</b>	N/A
<b>LEGISLATIVE HISTORY:</b>	N/A
<b>ENCLOSURES:</b>	Code of Virginia: copy of information regarding Annual Organizational meeting of the Board of Supervisors.

**§ 15.2-1415. At what meetings governing body may act.**

Unless otherwise specially provided, a governing body may exercise any of the powers conferred upon it at any meeting of the governing body, regular, special or adjourned at which a quorum is present. A majority of the governing body shall constitute a quorum except as may be otherwise provided in the State and Local Government Conflict of Interests Act (§ [2.2-3100](#) et seq.). Meetings of governing bodies shall be subject to the applicable provisions of the Virginia Freedom of Information Act (§ [2.2-3700](#) et seq.).

(Code 1950, § 15-247; 1962, c. 623, § 15.1-542; 1997, c. [587](#); 2007, c. [613](#).)

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**§ 15.2-1416. Regular meetings.**

The governing body shall assemble at a public place as the governing body may prescribe, in regular session in January for counties and in July for cities and towns. Future meetings shall be held on such days as may be prescribed by resolution of the governing body but in no event shall less than six meetings be held in each fiscal year.

The days, times and places of regular meetings to be held during the ensuing months shall be established at the first meeting which meeting may be referred to as the annual or organizational meeting; however, if the governing body subsequently prescribes any public place other than the initial public meeting place, or any day or time other than that initially established, as a meeting day, place or time, the governing body shall pass a resolution as to such future meeting day, place or time. The governing body shall cause a copy of such resolution to be posted on the door of the courthouse or the initial public meeting place and inserted in a newspaper having general circulation in the county or municipality at least seven days prior to the first such meeting at such other day, place or time. Should the day established by the governing body as the regular meeting day fall on any legal holiday, the meeting shall be held on the next following regular business day, without action of any kind by the governing body.

At its annual meeting the governing body may fix the day or days to which a regular meeting shall be continued if the chairman or mayor, or vice-chairman or vice-mayor if the chairman or mayor is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend the regular meeting. Such finding shall be communicated to the members and the press as promptly as possible. All hearings and other matters previously advertised shall be conducted at the continued meeting and no further advertisement is required.

Regular meetings, without further public notice, may be adjourned from day to day or from time to time or from place to place, not beyond the time fixed for the next regular meeting, until the business before the governing body is completed.

Notwithstanding the provisions of this section, any city or town that holds an organizational meeting in compliance with its charter or code shall be deemed to be in compliance with this section.

(Code 1950, § 15-241; 1950, p. 8; 1954, c. 286; 1958, c. 291; 1960, c. 33; 1962, cc. 218, 623, § 15.1-536; 1964, c. 403; 1980, c. 420; 1994, cc. [371](#), [591](#); 1997, c. [587](#); 2004, c. [549](#).)

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**§ 15.2-1416.1. Actions prior to convening of meeting.**

During the time prior to the governing body's actual call to order or convening of business, any expressions by members of the governing body or members of the public shall be held consistent with the individual's First Amendment right of freedom of speech.

(2005, c. [592](#).)

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**§ 15.2-1417. Special meetings.**

The governing body may also hold such special meetings, as it deems necessary, at such times and places as it finds convenient. It may adjourn such special meetings from time to time as it finds convenient and necessary.

(Code 1950, § 15-242; 1962, c. 623, § 15.1-537; 1997, c. [587](#).)

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**§ 15.2-1418. Same; how called.**

A special meeting of the governing body shall be held when called by the chairman or mayor or requested by two or more of the members of the board of supervisors or council. The call or request shall be made to the clerk, and shall specify the matters to be considered at the meeting. Upon receipt of such call or request, the clerk of the governing body, after consultation with the chairman or mayor, shall immediately notify each member of the governing body and the attorney for the Commonwealth or the county or municipal attorney, as appropriate in writing delivered in person or to his place of residence or business or, if so requested by the member of the governing body, by electronic mail or facsimile to attend such meeting at the time and place stated in the notice. Such notice shall specify the matters to be considered at the meeting. No matter not specified in the notice shall be considered at such meeting, unless all members are present. The notice may be waived if all members of the governing body attend the special meeting or sign a waiver.

(Code 1950, § 15-243; 1954, c. 181; 1960, c. 412; 1962, c. 623, § 15.1-538; 1964, c. 249; 1966, c. 33; 1975, c. 575; 1979, c. 210; 1983, c. 403; 1994, c. [87](#); 1997, c. [587](#); 2011, c. [180](#).)

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**§ 15.2-1419. Meeting times of certain authorities, boards and commissions.** Notwithstanding any contrary provision of law, general or special, the governing body of any locality may establish the regular meeting times (day and hour) of its authorities, boards and commissions so as to prevent conflict with other meetings.

(1995, cc. [198](#), [240](#), § 15.1-37.3:14; 1997, c. [587](#).)

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**§ 15.2-1420. How questions determined; tie breaker.**

All questions submitted to the governing body for decision shall be determined by a majority of the members voting on any such question unless another method of determination is required by the Constitution of Virginia or general law.

In counties which have designated a tie breaker pursuant to § [15.2-1421](#), in any case in which there is a tie vote of the board upon any question when all the members are not present, the question shall be passed by till the next meeting when it shall again be voted upon even though all members are not present; in any case in which there is a tie vote on any question after complying with the herein above procedure, the clerk shall record the vote and immediately notify the tie breaker elected by the voters as provided in § [15.2-1421](#), to give the casting vote in case of a tie, if that is practicable, and request his presence at the present meeting of the board; but if that is not practicable then the board may adjourn to a day fixed in the minutes of the board, or in case of a failure to agree on a day, to a day fixed by the clerk and entered by him on the minutes. At the present meeting or on the day named in the minutes the tie breaker shall attend. He shall be entitled to be fully advised as to the matter upon which he is to vote, and if not prepared to cast his vote at the time he may require the clerk to enter an order adjourning the meeting to some future day to be named in the minutes not to exceed thirty days and from time to time he shall have continuances entered until he is ready to vote, not to exceed thirty days. When he casts his vote the clerk shall record his vote and the tie shall be broken, and the question shall be decided as he casts his vote. If a meeting for any reason is not held on the day named in the minutes, the clerk shall enter on the minute book a day within ten days as a substitute day and duly notify all the members, and this shall continue until a meeting is held. After a tie has occurred, the tie breaker shall be considered a member of the board for the purpose of counting a quorum for the sole purpose of breaking the tie. Final votes on any ordinance or resolution shall be in accordance with the procedure provided for in Article VII, Sections 7 and 9 of the Constitution of Virginia.

(Code 1950, § 15-245; 1962, c. 623, § 15.1-540; 1972, cc. 734, 790; 1974, c. 550; 1980, c. 172; 1994, c. [550](#); 1997, c. [587](#); 2007, c. [833](#).)

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**§ 15.2-1421. Tie breakers.**

The governing body of each county may designate a tie breaker, whose duty it shall be to cast the deciding vote in case of tie, as set forth in § [15.2-1420](#). The designation of the tie breaker shall be by election by the voters of the county from the county at large. Every tie breaker shall serve for a period of

four years from the date of his election and every tie breaker so elected shall serve the same term as a member of the governing body. No person shall be elected or serve as tie breaker who is not a resident of the county; who is not qualified to hold office as supervisor or who is an employee or officer of the county. Tie breakers heretofore appointed or elected shall continue in office until the expiration of the respective terms. Vacancies in the position of tie breaker shall be filled in the same manner as vacancies in the governing body.

(Code 1950, § 15-240; 1952, c. 159; 1952, Ex. Sess., c. 10; 1954, c. 91; 1962, cc. 595, 623, § 15.1-535; 1966, c. 280; 1972, c. 593; 1974, c. 550; 1981, c. 261; 1994, c. [550](#); 1997, c. [587](#); 2007, c. [833](#).)

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**§ 15.2-1422. Electing a chairman and vice-chairman; mayor and vice-mayor.**

Unless the chairman or mayor is elected by popular vote, every governing body, at its first meeting after taking office, shall elect one of its number as presiding officer. Such officer shall be called "chairman" if a member of a board of supervisors and "mayor" if a member of a city or town council. Such member, if present, shall preside at the first meeting and all other meetings during the term for which so elected. The governing body also shall elect a vice-chairman or vice-mayor, as the case may be, who shall preside at meetings in the absence of the chairman or mayor and may discharge any duty of the chairman or mayor during his absence or disability. Chairmen and vice-chairmen, mayors and vice-mayors, may be so elected to serve for terms corresponding with their terms as supervisors or councilmen or may be elected for such other period as determined by the governing body. Whenever any board or council at the time of such election, fails to designate the specific term of office for which a chairman or vice-chairman, a mayor or vice-mayor, is elected, it shall be presumed that such officers were elected for a term of one year and shall serve until their successors have been elected and qualify. Chairmen and vice-chairmen, mayors and vice-mayors, may succeed themselves in office. In the case of the absence from any meeting of the chairman and vice-chairman, mayor and vice-mayor, the members present shall choose one of their number as temporary presiding officer.

(1997, c. [587](#).)

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**§ 15.2-1423. Powers of chairman or mayor.**

In addition to being presiding officer, the chairman or mayor, as the case may be, shall be the head of the local government for all official functions and ceremonial purposes. He shall have a vote but no veto. In the event that there is no chief administrative officer, it shall be the duty of the chairman or mayor, as the case may be, to see that the functions set forth in § [15.2-1541](#) are carried out if the governing body has not acted otherwise.

(1997, c. [587](#).)

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**§ 15.2-1424. Vacancies in office.**

Vacancies in the office of board of supervisors or of council or an elected chairman or mayor, for whatever reason, shall be filled as provided for in Title 24.2. A member of the board or council may be elected or appointed to fill a vacancy in the office of chairman or mayor.

The person appointed or elected to fill the vacancy shall possess the same legal qualifications for the office as did the person whose position he is filling.

In the event of a vacancy in the office of chairman or mayor, the duties of the office of chairman or mayor shall be performed by the vice-chairman or vice-mayor until a chairman or mayor is appointed or elected and qualifies.

Vacancies in the office of vice-chairman or vice-mayor shall be filled by appointment by the remaining members of the appropriate governing body from its membership.

(1997, c. [587](#).)

## BOARD OF SUPERVISORS AGENDA ITEM

**Meeting Date:** January 8, 2014

<b>SUBJECT:</b>	Election of Officers
<b>MOTION(s):</b>	I move to elect _____ as Vice Chairman of the Fluvanna County Board of Supervisors for calendar year 2014.
<b>STAFF CONTACT:</b>	Mary L. Weaver, Clerk to the Board of Supervisors
<b>RECOMMENDATION:</b>	N/A
<b>TIMING:</b>	Routine
<b>DISCUSSION:</b>	Upon the election of the Chairman, the elected chairman will then call for the nomination and election of the Vice Chairman.
<b>FISCAL IMPLICATIONS:</b>	N/A
<b>POLICY IMPLICATIONS:</b>	N/A
<b>LEGISLATIVE HISTORY:</b>	N/A
<b>ENCLOSURES:</b>	See Enclosure located after Chairman Elections.



## BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: January 8, 2014

<b>SUBJECT:</b>	Resolution/Organizational Meeting of the Fluvanna County Board of Supervisors
<b>MOTION(s):</b>	<p>I move to adopt the resolution entitled “Organizational Meeting of the Fluvanna County Board of Supervisors 2014” which designates the location, day, and time of meetings.</p> <p><b>Meeting Place:</b> Circuit Courtroom of the Fluvanna County Courts Building</p> <p><b>Meeting Times:</b> Day Meetings begin at 2:00 p.m. and end at 6:00 p.m., unless extended Work Sessions begin at 6:00 p.m. and end at 9:00 p.m., unless extended Night Meetings begin at 7:00 p.m. and end at 11:00 p.m., unless extended</p>
<b>STAFF CONTACT:</b>	Mary L. Weaver, Clerk to the Board of Supervisors
<b>RECOMMENDATION:</b>	Approval
<b>TIMING:</b>	Routine
<b>DISCUSSION:</b>	N/A
<b>FISCAL IMPLICATIONS:</b>	N/A
<b>POLICY IMPLICATIONS:</b>	N/A
<b>LEGISLATIVE HISTORY:</b>	The Code of Virginia requires an annual organizational meeting of the Board of Supervisors for the election of officers and the conduct of such other business as to meeting times and dates.
<b>ENCLOSURES:</b>	Resolution



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

**RESOLUTION**

At a regular monthly meeting of the Fluvanna County Board of Supervisors held on Wednesday, January 8<sup>th</sup> 2014, in Palmyra, Virginia, the following action was taken:

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Present

Mozell Booker  
Bob Ullenbruch  
Donald W. Weaver  
Mike Sheridan  
Tony O'Brien

Vote

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

**Organizational Meeting of the Fluvanna County Board of Supervisors 2014**

**WHEREAS**, the Code of Virginia requires an annual organizational meeting for the Board of Supervisors for the election of officers and the conduct of such other business as to meeting times and dates and,

**WHEREAS**, the Board of Supervisors does now conduct such an organizational meeting.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Supervisors that it does hereby designate the Circuit Courtroom in the Fluvanna Courts Building as its meeting place for regular meetings to be held on the first Wednesday of each month at 2:00 p.m. and the third Wednesday of each month at 7:00 p.m. Except the month of August when the only meeting shall be on the first Wednesday starting at 2:00 p.m., breaking for dinner, then reconvening at 7:00 p.m. for public hearings. Work Sessions to be held on the first Wednesday of each month at 6:00 p.m. with the exception of August.

**FURTHER BE IT RESOLVED** by the Board of Supervisors that it does hereby designate the fourth Wednesday at 7:00 p.m. as the meeting date for any such regular meeting that is postponed due to weather or such other circumstances.

Adopted this 8th day of January 2014  
by the Fluvanna County Board of Supervisors

ATTEST:

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Steven M. Nichols, County Administrator

## BOARD OF SUPERVISORS AGENDA ITEM

**Meeting Date:** January 8, 2014

<b>SUBJECT:</b>	Board of Supervisors 2014 Meeting Calendar
<b>MOTION(s):</b>	<b>I move the Fluvanna County Board of Supervisors adopt the Board of Supervisors 2014 regular Meeting Calendar as presented [which does not include any joint meetings].</b>
<b>STAFF CONTACT:</b>	Mary L. Weaver, Clerk to the Board of Supervisors
<b>RECOMMENDATION:</b>	Approval
<b>TIMING:</b>	Routine
<b>DISCUSSION:</b>	N/A
<b>FISCAL IMPLICATIONS:</b>	N/A
<b>POLICY IMPLICATIONS:</b>	N/A
<b>LEGISLATIVE HISTORY:</b>	N/A
<b>ENCLOSURES:</b>	Board of Supervisors 2014 Meeting Calendar



## 2014 Meeting Calendar

Fluvanna County Board of Supervisors

All Meetings on Wednesday

<b>Date</b>	<b>Regular Meeting</b>	<b>Work Session</b>
Jan 8	2:00 pm	6:00 pm
Jan 15	7:00 pm	
Feb 5	2:00 pm	6:00 pm
Feb 19	7:00 pm	
Mar 5	2:00 pm	6:00 pm
Mar 19	7:00 pm	
Apr 2	2:00 pm	6:00 pm
Apr 16	7:00 pm	
May 7	2:00 pm	6:00 pm
May 21	7:00 pm	
Jun 4	2:00 pm	6:00 pm
Jun 18	7:00 pm	
Jul 2	2:00 pm	6:00 pm
Jul 16	7:00 pm	
Aug 6	2:00 pm & 7:00 pm	
Sep 3	2:00 pm	6:00 pm
Sep 17	7:00 pm	
Oct 1	2:00 pm	6:00 pm
Oct 15	7:00 pm	
Nov 5	2:00 pm	6:00 pm
Nov 19	7:00 pm	
Dec 3	2:00 pm	6:00 pm
Dec 17	7:00 pm	

Adopted this 8<sup>th</sup> day of January 2014  
by the Fluvanna County Board of Supervisors

## BOARD OF SUPERVISORS AGENDA ITEM

**Meeting Date:** January 8, 2014

<b>SUBJECT:</b>	Board of Supervisors By-Laws and Rules of Practice and Procedures
<b>MOTION(s):</b>	<b>I move the Fluvanna County Board of Supervisors adopt the Board of Supervisors By-Laws and Rules of Practice and Procedures</b>
<b>STAFF CONTACT:</b>	Mary L. Weaver, Clerk to the Board of Supervisors
<b>RECOMMENDATION:</b>	Approval
<b>TIMING:</b>	Routine
<b>DISCUSSION:</b>	
<b>FISCAL IMPLICATIONS:</b>	N/A
<b>POLICY IMPLICATIONS:</b>	N/A
<b>LEGISLATIVE HISTORY:</b>	N/A
<b>ENCLOSURES:</b>	Fluvanna County Board of Supervisors By-Laws and Rules of Practice and Procedures

# **FLUVANNA COUNTY BOARD OF SUPERVISORS**



## **BY-LAWS AND RULES OF PRACTICE & PROCEDURES**

Adopted  
January 8, 2014

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January 8, 2014

**FLUVANNA COUNTY BOARD OF SUPERVISORS  
BY-LAWS AND RULES OF PRACTICE AND PROCEDURES**

**I. CREATION.** Fluvanna County Board of Supervisors, hereinafter called the Board, is an elected body provided by the Code of Virginia, Section 15.2-1400. It consists of five (5) members elected from each of the Voting Districts.

**II. SEAL OF THE BOARD.** When affixed to any paper or document by the Clerk of the Board, the Seal has the force and effect for authentication for the Board.

**III. PRINCIPAL ADDRESS.** 132 Main Street, Palmyra, Virginia, mailing address: P.O. Box 540, Palmyra, Virginia 22963.

**IV. CHAIRMAN TO THE BOARD.** At the first meeting of the year, the Board selects one of its members to serve as Chairman. The Chairman is a voting member and serves for one year.

**V. VICE CHAIRMAN.** At the first meeting of the year, the Board selects one of its members to serve as Vice Chairman. The Vice Chairman is a voting member and serves for one year.

**VI. COUNTY ADMINISTRATOR.** The County Administrator shall assume the general duties as set forth in the Code of Virginia, Section 15.2-1541. He shall maintain an office at the same address as the Board.

**VII. CLERK TO THE BOARD.** The Administrative Assistant to the County Administrator is appointed and shall serve as Clerk to the Board for all purposes except those set out in paragraph G of Section 15.2-407, which is hereby expressly placed in the County Administrator, or his designee Section 15.2-1538.

**VIII. COUNTY ATTORNEY.** The County Attorney assists the Board in analyzing the facts; provides advice and action in legal matters, and represents the Board in civil actions.

**IX. QUORUM FOR THE EXERCISE OF BOARD BUSINESS**

A. A quorum shall not be necessary for the exercise of administrative functions.

B. A majority of the Board shall constitute a quorum for the purpose of conducting Board business.



**X. MEETINGS AND ATTENDANCE**

A. All meetings and business shall be conducted in accordance with the Code of Virginia, Robert’s Rules of Order Revised, and these by-laws as interpreted by the Chairman.

B. **Regular Meetings.** Held on the first Wednesday of each month at 2:00 p.m. and ON the third Wednesday of each month at 7:00 p.m. in the Fluvanna Circuit Courtroom. Closed Meetings will be held as needed. Meetings held on the first Wednesday will adjourn/recess no later than 6:00 p.m., and meetings held on the third Wednesday will adjourn/recess no later than 11:00 p.m. The Board, at its pleasure, may continue its meeting beyond the normal adjournment/recess time, but shall not do so if two or more members object. Meetings shall start at the appointed time, and if the Chairman is not present, the Vice Chairman shall preside. If neither the Chairman nor the Vice Chairman is present, the County Administrator shall call the meeting to order and preside for the election of a temporary Chairman.

C. **Work Sessions.** Held on the first Wednesday of each month at 6:00 p.m. in the Fluvanna Circuit Courtroom.

**D. Guidelines for Presentations**

1. Agenda items due by COB Tuesday the week before the Board meeting.
  - **Note: Presentations are due by COB Tuesday the week of the meeting.**
2. All Public Hearing, Action Matter, and Consent Agenda items require a Staff Report.
3. Samples and the “**Motion – Staff Report Template**” are available in the “Library/00-BOS Submissions” folder under “Procedures and Formats.”
4. Copy all files into the “Library/00-BOS Submissions” folder (if you do not have access to the county’s shared drive, email the materials to [mweaver@fluvannacounty.org](mailto:mweaver@fluvannacounty.org).)
5. Items can be in any file format (e.g., doc, docx, pdf, ppt, pptx, xls, xlsx)
6. NO paper copies required.
7. Name the submission files as follows:

<b>For Agenda Category:</b>	<b>Name Your File:</b>
04 Public Hearing	04-Short title of item similar to agenda
05 Action Matters	05-
06 Presentations	06-
07 Consent Agenda	07-
08 Unfinished Business	08-
09 New Business	09-

8. The “BOS Submissions” folder will contain only current BOS meeting items!

E. The County Administrator shall list all items requested on the agenda. If the County Administrator considers an item not appropriate for consideration by the Board, he shall inform the Chairman, and if the Chairman is in agreement, the Board shall first discuss whether to entertain the item.

F. The County Administrator shall allocate time to items on the agenda to suit the convenience of the Board.

G. The Board shall consider all items on the agenda before taking any other items, unless an unlisted item is brought by consent of the Board.

H. Items not on the agenda shall be heard as the final items of the Board's business, time permitting, or shall be carried over to the next regular or special meeting as determined by the Chairman or the Board.

I. The Chairman's vote on all issues before the Board shall be recorded with the prevailing side, unless the Chairman clearly votes otherwise.

J. Once a notice for Public Hearing has been advertised (regardless of the nature), the Public Hearing will be conducted, unless the Board formally defers the matter to a future meeting.

**XI. ORDER OF BUSINESS.** The Order of Business shall be as follows unless the County Administrator in drawing up the Agenda shall find good cause to change it:

1 – Call to Order, Pledge of Allegiance, and Moment of Silence
2 – County Administrator's Report
3 – Public Comments #1
4 – Public Hearing
5 – Action Matters
6 – Presentations
7 – Consent Agenda
8 – Unfinished Business
9 – New Business
10 – Public Comments #2
11 – Closed Meeting (as needed)
12 – Adjourn

Items shall be heard in order of the agenda in preference over other business, except that the Board may vote to call up any matter at any time.

## **XII. CONDUCT OF BUSINESS**

A. When the question is called and there is no dispute, the Chairman shall call for the vote.

B. Any member abstaining on a vote shall so indicate following the call for the vote.

C. When a motion is made and then cannot obtain a second, the motion will die for lack of a second and does not require a vote.

D. Exhibits before the Board shall become the property of the Board and shall be filed with the County Administrator.

E. Citizens shall not speak at a meeting until they are recognized. Citizens shall request recognition by addressing "Mr. Chairman" or "Madam Chairman" (as appropriate) and await acknowledgment. At his discretion, the Chairman may permit a dialogue without individual recognition between members of the Board or between a member and a citizen if such dialogue is orderly and contributes to the expeditious conduct of business.

F. Should it be desired by the Chairman, any member, or by the County Administrator, the member making a resolution shall reduce the same to writing and deliver it to the County Administrator's Office. The County Administrator shall take down verbal resolutions as accurately as possible, but when loosely worded or unindicated "whereases" precede the motion, the County Administrator should use appropriate language to accomplish the intent of the Board.

G. Prior to initiating a public hearing, the Chairman shall recount the rules under which the hearing shall be operated, but he may amend the rules during the hearing by giving notice of the change to those gathered.

H. At the beginning of the public hearing, the Chairman shall call upon the County Administrator or the other staff member handling the matter at hand or shall himself recount a description of the issue placed before the hearing.

I. Subject to revocation or extension by the majority of the Board assembled, the Chairman may in all matters establish a maximum time for consideration of any matter, and/or limit the amount of time available to each speaker, including Board members, on a matter and/or limit the number of times each speaker may address the Board on a matter. Notwithstanding the foregoing statement, every Board member, by his election or appointment, is entitled to speak on every matter before the Board and the call for the question shall not be entertained until all members who wish to exercise this right shall have done so at least once.

J. All members or citizens shall limit their comments before and to the Board. The Chairman may prohibit questions from citizens until a speaker has finished his/her presentation.

K. The Board of Supervisors has set forth the following rules for time limits:

1. Public Comments shall be limited to five (5) minutes per individual.
2. Presentations shall be limited to ten (10) minutes.
3. Action Item presentations shall be limited to thirty (30) minutes.
4. The above limitations may be extended by majority consent of the Board.

L. At such times a Board member may find him or herself with a conflict of interest, the Board member shall state the nature of the conflict of interest and shall, at their election, remove him or herself from the meeting.

M. Issues that the Board plans on discussing or has required a presentation shall normally have all materials in the agenda package for advance study.

### **XIII. ORDER**

A. 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.

B. 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.

C. No member or citizen shall be allowed to use slanderous 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 Chairman and/or the County Administrator shall be the judge of such breaches, however, the Board may vote to overrule both.

D. 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 and may, at his discretion, bring formal charges for disruption of a public meeting.

**XIV. COMMITTEES.** Ad hoc committees will be appointed by the Chairman as needed. Constitutional Officers may be appointed to committees.

**XV. PARLIAMENTARIAN.** The County Attorney shall act as Parliamentarian to the Board.

## **XVI. RULES**

A. The by-laws may be suspended at any time by a majority vote of the Board of Supervisors.

B. The by-laws may be altered by a majority vote of the Board of Supervisors.

## **XVII. OFFICIAL BOARD TRAVEL**

A. A Board member may travel officially in-state at the Board member's discretion. In-state travel shall include travel to Washington, D.C.

B. A Board member shall obtain advance approval of the Board prior to official travel out-of-state. A report and accounting of funds shall be made for travel.

**XVIII. RECORDING OF MEETINGS.** The Clerk of the Board (or another person acting in that capacity) shall record each regular meeting. These recordings are the property of the Fluvanna County Board of Supervisors. Interested persons may listen to the recordings in the County Administrator's office or may obtain copies of the recording by making appropriate arrangements with the County Administrator's office. Costs will be borne by the person making the request. The original recordings shall not be removed from the County Office Building.

## **XIX. APPROVAL OF CERTAIN CHECKS, AUTHORIZATION TO SIGN WITH STAMP**

A. The Chairman, County Administrator, Treasurer, and Vice Chairman are hereby authorized to sign and issue checks without prior approval of the Board for the following purposes: end of the month salaries, end of the month contracted personal services, utility payments, and other payments deemed appropriate and necessary by the Chairman, County Administrator, and Treasurer; such actions to be reviewed and ratified at the next appropriate meeting of the Board.

B. The Chairman of the Board of Supervisors, and in his absence, the Vice Chairman, are authorized to substitute his facsimile signature provided he signs a certified list of individual checks for which his facsimile signature is authorized; also the signature plates are in the sole possession of the Treasurer.

## BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: January 8, 2014

<b>SUBJECT:</b>	Appointment of Board of Supervisor members to certain Boards, Commissions and Committees.
<b>MOTION(s):</b>	<b>I move to make the following Supervisor appointments to various Boards and Commissions for terms effective January 1, 2014, through December 31, 2015:</b> _____.
<b>STAFF CONTACT:</b>	Mary L. Weaver, Clerk to the Board of Supervisors
<b>RECOMMENDATION:</b>	Approval
<b>TIMING:</b>	The terms will be effective January 1 <sup>st</sup> 2014 and expire on December 31 <sup>st</sup> 2015.
<b>DISCUSSION:</b>	Every two years the Board determines which Board members will serve on certain select Boards, Commissions and Committees.
<b>FISCAL IMPLICATIONS:</b>	N/A
<b>POLICY IMPLICATIONS:</b>	N/A
<b>LEGISLATIVE HISTORY:</b>	N/A
<b>ENCLOSURES:</b>	Upcoming appointments Current appointments

## Fluvanna County BOS Board/Commission Assignments - 2014-2015

Board	2014-15 Member	Frequency	Day / Time	Location	2012-13 Member
Agricultural/Forestal Advisory Committee		As Needed	TBD	TBD	Weaver
Audit Committee		As Needed	TBD	TBD	Weaver
Columbia Task Force		Monthly	4th Friday @ 1:30 pm	Morris Room, Ciounty Admin Bldg	Kenney
Community Policy Management Team (CPMT)		Monthly	4th Tuesday @ 9:30 am	Carysbrook Boardroom	Booker
Emergency Services Director <b>(Chairman)</b>		As Needed	N/A	N/A	Kenney
Fork Union Sanitary District Advisory Committee		Every odd Month	4th Tuesday @ 7:00 pm	FCCC	Booker
Parks & Recreation Advisory Board		Monthly	2nd Tuesday @ 4:30 pm	FCCC	Booker
Piedmont Workforce Network Council		Qrtrly (Jan, Apr, Jul, Oct)	TBD	Best Western in Ruckersville	Kenney
Planning Commission		Monthly	4th Wednesday @ 7:00 pm	Circuit Court Rm	Chesser
Rivanna River Basin Commission (RRBC) - Mbr #1		Every even Month	2nd Monday @ 12-2 pm, except Oct, 3rd Monday	Albemarle County Office Bldg., Rm 241	Ullenbruch
Rivanna River Basin Commission (RRBC) - Mbr #2		Every even Month	2nd Monday @ 12-2 pm, except Oct, 3rd Monday	Albemarle County Office Bldg., Rm 241	Chesser
Social Services Board		Monthly	4th Monday @ 3:00-5:00 pm	Carysbrook Boardroom	Booker
Thomas Jefferson Area Community Criminal Justice Board (TJACCJ)		Qrtrly (Jan, Apr, Jul, Oct)	TBD	Varies	Kenney
Thomas Jefferson Planning District Commission (TJPDC)		Monthly	1st Thursday @ 7:00 pm	TJPDC	Chesser
Virginia Association of Counties (VACo) Legislature Contact <b>(Chairman)</b>		As Needed	N/A	N/A	Kenney

Central Virginia Partnership Economic Development (CVPED)	Filled by County Administrators	Every even Month	4th Friday @ 9:00 am	TJPED	Ullenbruch
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## BOARD OF SUPERVISORS AGENDA ITEM

**Meeting Date:** January 8, 2014

<b>SUBJECT:</b>	Contract Award For General Reassessment Services
<b>MOTION(s):</b>	<b>I move to accept a proposal from Blue Ridge Mass Appraisal Company for the purpose of administering general reassessments in CY2014 and CY2016, contingent upon approval of the contract as to form by the County Attorney.</b>
<b>STAFF CONTACT:</b>	Joe Rodish, Purchasing Officer
<b>RECOMMENDATION:</b>	Approve
<b>TIMING:</b>	February 1, 2014 – December 31, 2016
<b>DISCUSSION:</b>	A Request for Proposal was issued on November 7, 2013 for qualified firms to submit proposals for the services as stated in the RFP. Four firms responded but only two submitted proposals. Negotiations were conducted with both firms. The firm selected was deemed the most qualified based upon the evaluation criteria contained within the RFP.
<b>FISCAL IMPLICATIONS:</b>	CY14 reassessment: funds expended in FY14 (\$6,500) and FY15 (\$68,800) CY16 reassessment: funds expended in FY16 (\$174,000)
<b>POLICY IMPLICATIONS:</b>	N/A
<b>LEGISLATIVE HISTORY:</b>	N/A
<b>ENCLOSURES:</b>	Request for Proposal



**COUNTY OF FLUVANNA, VIRGINIA**  
**GENERAL REASSESSMENT SERVICES OF REAL PROPERTY**

Issue Date: November 7, 2013

Due Date: November 21, 2013

Time: 2:00 P.M.

RFP Number: 2014 – 01

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

Procurement Contact: Joe Rodish  
Purchasing Officer  
Phone: 434-591-1930 ext. 1124  
Email: [jrodish@fluvannacounty.org](mailto:jrodish@fluvannacounty.org)

Technical Inquiries: Joe Rodish  
Purchasing Officer  
Phone: 434-591-1930 ext. 1124  
Email: [jrodish@fluvannacounty.org](mailto:jrodish@fluvannacounty.org)

The Fluvanna County Board of Supervisors is requesting sealed proposals from qualified firms to perform reassessment services on real properties located within Fluvanna County. The firm shall have the necessary expertise in the field of property reassessment services.

Sealed Proposals will be received until 2:00 p.m. on November 21, 2013 for furnishing the services described herein.

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

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**1-9.2 PURPOSE**

- a. The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations with one (1) qualified firm to perform two General reassessments of all real property at its fair market value in money as of January 1, 2015 and January 1, 2017, as stated in Title 58.1-3201 of the Code of Virginia. All services shall be provided in accordance with the specifications contained herein and attached hereto. The first General reassessment (Jan 1 2015) will entail an administrative review of all property and sales since 1/1/13 and onsite visits with pictures of any new construction since last reassessment. The second General reassessment will include onsite visits with pictures of all county real estate parcels.

**2-9.2 BACKGROUND**

- a. The County of Fluvanna is located in the central Piedmont region of Virginia, approximately one hundred eighteen miles (118) miles southwest of Washington, DC, and sixty-five (65) miles west of Richmond, Virginia. The County encompasses a land area of approximately 290 square miles, with an estimated 2012 population of 25,967. Fluvanna County is surrounded by several other local jurisdictions including the Counties of Albemarle, Louisa, Buckingham, Cumberland, and Goochland.
- b. The work performed shall include a field visit and inspection of all parcels and mobile homes. The following chart shows a breakout by parcel as of January, 1, 2013.

<b>Parcel – By Class</b>	<b>2013 Parcel Count</b>
Commercial (R4)	72
Residential (R1-3)	13,406
Agricultural (R5-6)	1,621
Tax Exempt (E70-79)	384
Mobile Homes	333
<b>Total Taxable Parcels</b>	<b>15,432</b>

**3-9.2 STATEMENT OF NEEDS**

- a. In accordance with §58.1-3254 of the Code of Virginia, 1950, as amended, the Fluvanna County Board of Supervisors has directed that there be two General reassessment of real estate in the county. Such reassessments shall include all taxable and tax-exempt properties with the improvements and buildings thereon, if any, and shall be based upon Fair Market Value. All manufactured housing/mobile homes must be assessed in the same manner as real estate.
- b. The Fluvanna County Board of Supervisors is seeking the services of a fully qualified and experienced appraisal firm to provide such Administrative and General, reassessment services. The successful Offeror shall demonstrate their ability to provide a qualified person to be appointed as the County’s Professional Assessor and to be certified by the Virginia Department of Taxation, as required by §58.1-3275 of the Code of Virginia, 1950, as amended. The successful Offeror shall demonstrate extensive knowledge of the assessment requirements as set out in the Code of Virginia, 1950, as amended. The successful Offeror shall demonstrate knowledge of Fluvanna County, shall have proven experience in the evaluation of residential, rural, and other properties similar to those located in the County, and shall demonstrate

knowledge of property values in the surrounding areas. The intent of these specifications is to have all real property assessed at its fair market value in money as stated in Title 58.1-3201 of the Code of Virginia. "All general reassessments or annual assessments in those localities which have annual assessments of real estate, except as otherwise provided in Title 58.1-2604 of the Code of Virginia, shall be made at 100% of fair market value..." Fair market value is defined by the International Association of Assessing Officers (IAAO) as "the most probable price expressed in terms of money that a property would bring if exposed for sale in the open market in an arms-length transaction between a willing seller and a willing buyer, both of whom are knowledgeable concerning all the uses to which it is adapted and for which it is capable of being used."

- c. The reassessments shall be conducted in a manner consistent with all applicable laws, regulations, rules, standards and case law. Assessments shall be complete, uniform and at 100% fair market value. All taxable and nontaxable properties shall be visited and all elements of value appraised. In all cases, uniformity and equality are required under the laws of the Commonwealth of Virginia with respect to each class of property. All aspects of this general reassessment shall be conducted in accordance with the laws of the Commonwealth of Virginia.
- d. All procedures shall be in accordance with all applicable Statutes of Virginia being Title 58.1 Chapter 32 of the Code of Virginia, relating to the assessment of property. The Commissioner of Revenue will review all decisions as to procedure followed and forms used. Under this contract, the Contractor is responsible for advising the County as to the current market value of each item of property assessed.
- e. Appraisals shall be based on a thorough study of actual market sales and construction costs covering the period beginning January 1, 2013 through March 31, 2014 in Fluvanna County. The Offeror will conduct this study **prior** to beginning any field appraisals. The completed study will become property of Fluvanna County.
- f. To be appointed to perform the reassessment by the BOS, the Contractor shall be certified as a qualified assessor by the Virginia Department of Taxation, and shall serve as the County Assessing Officer during the reassessment and through any appeal process relating to the January 1, 2015 and January 1, 2017 assessments, respectively. The Contractor's duties include but are not limited to, the following:
  - i. The Contractor shall appraise all property entitled to classification under Title 58.1-3230 of the Code of Virginia at its fair market value without easement in money.
  - ii. The Contractor shall work with the Commissioner of the Revenue to ensure that parcels which qualify for land use assessment or are under perpetual easement are assessed using a methodology that is consistent with the need of Commissioner of the Revenue to apply easement values.
  - iii. After the completion of the Reassessment, the County will apply the land use value schedule on those parcels which qualify for land use assessment under the appropriate statutes, and apply easement values on those parcels under perpetual easement in accordance with the appropriate statutes.

- iv. The Contractor shall prepare and maintain an Assessors' Manual in which the final resultant schedule of values, standards and rules, when properly applied, will result in appraising all property in accordance with Title 58.1-3200 et seq. of the Code of Virginia. All schedules, standards, and rule shall conform to IAAO standards, and acceptance is contingent on BOA and County review and approval.
- v. The Contractor shall appraise manufactured homes in accordance with Title 58.1-3522 et seq. of the Code of Virginia.

**4-9.2 STATEMENT OF WORK**

**a. Mobile Home Assessments**

- i. All single-wide mobile and double-wide homes which have been modified into more permanent structures by the addition of rooms and/or roofs and a permanent foundation shall be appraised as real property. The Contractor shall collect the data on field sheets and record the data in the County's CAMRA application using the same methodologies as used for residential housing.

**1. The following conditions should help in this real property test:**

- a. Is it a single wide mobile home?
- b. Has been underpinned, crawl space enclosed, or with additions or improvements in excess of \$10,000 valuation?
- c. Other similar condition that may reflect the owner's intent to make permanent?
- ii. Non-permanent single and double-wide homes which have not been modified into more permanent structures are assessed as personal property, but as part of this contract are to be assessed by the Contractor.
- iii. Using the County provided mobile home assessment field sheet, the Contractor shall collect data and assess all non-permanent double wide and single wide mobile homes. The Contractor will also document the current use (i.e., housing, storage, dog kennel, etc.) of each mobile home.
- iv. Although these non-permanent structures are not real property, for tracking purposes, the Contractor will enter these structures into the CAMRA application with zero value and the appropriate code indicating the mobile home usage.
- v. Mobile/Manufactured Homes hook-ups (sites) must be appraised and so noted on field data sheets. All mobile home parks and camping parks must be noted and appraised at their fair market value inclusive of hook ups.

**b. Status Reports**

- i. The Contractor shall at a minimum provide quarterly status reports to County Administration and at request present these reports to the BOS.

- ii. The Contractor at a minimum provide monthly status reports to the Commissioner of the Revenue and to the County to ensure that the general reassessment is progressing satisfactorily against the agreed upon timeline/schedule. The status reports shall include informal summary ratio results when appropriate and when requested by the County.
- iii. The format of both the BOS and the County status reports shall be mutually agreed upon by the County and the Contractor. Suggested formats may be put forth in the Offeror's proposal.
- iv. For those tasks not progressing on schedule, the Contractor shall provide within these reports adequate explanations and recommended corrective actions. Any corrective action taken shall be mutually agreed upon by the Contractor and the County.

**c. Quality of Work**

- i. The Contractor's quality of work performed is of the utmost importance in this contract. To that end, the County will deem this contract acceptable provided the ratio studies results fall within the following uniformity relative to coefficient of dispersion (COD).
  - 1. R1 and R2 class CODs within a neighborhood or a group of homogeneous neighborhoods shall not exceed twelve percent (12%) for both vacant and improved properties.
  - 2. R3 and R4 class COD within a neighborhood or a group of homogeneous neighborhoods shall not exceed fifteen percent (15%) for both vacant and improved properties.
  - 3. R5 and R6 class CODs within a neighborhood or a group of homogeneous neighborhoods shall not exceed fifteen percent (15%) for both vacant and improved properties.
  - 4. Newer mobile home CODs shall not exceed twelve percent (12%) and older mobile homes COD shall not exceed fifteen percent (15 %.)
  - 5. At the completion of the 2014 Reassessment, the overall mean sales to assessment ratio of the assessment for the County shall be no less than 95% of market value with no class of property being less than 90% The Regression Index shall be between .98 and 1.03 for both vacant and improved properties.
  - 6. The Contractor's performance of the reassessment project shall be deemed to be complete after all informal BOA hearings with taxpayers have been heard; after all appeals to the BOE have been completed; and after all deliverables are accepted by the County.

**d. Site Visits**

- i. The Contractor shall deem the terms "visit" or "visited" as used in these specifications to mean the on-site review of existing property record cards or data in order to verify accuracy as well as touching and physical measuring

of all new primary structures with an Engineer's tape, and talking with available occupants or owners while seeing the property with your eyes.

1. The Contractor shall measure and sketch new buildings and other major building improvements and record said data in the County's CAMRA application.
2. The Contractor shall capture general property data and improvement data. Data shall include, but is not limited to, the applicable fields shown in Attachment A. The Contractor shall record said data in the County's CAMRA application.
3. The Contractor shall photograph the front and back of each structure valued over \$10,000. The Contractor shall load these photographs into the CAMRA application or into an archival system of the County's choice.
4. In those cases where the homeowner is not at home and the Contractor cannot obtain all necessary information, Contractor shall leave a door hanger to notify the homeowner of the visit and request the homeowner to furnish the information. The Contractor shall keep a log to track these hangers, follow-up, and resolution.
5. In those cases where a property is locked or otherwise inaccessible, the Contractor shall use the current GIS aerial maps and other maps, such as Google Earth, to check for the existence of real estate structures and to estimate structure size. The Contractor shall also validate these estimates against any existing permits. The Contractor shall document in the CAMRA application that size estimation and building type assignment were made using map discovery and provide a reason for using maps in lieu of a physical measurement.
6. In those cases where a property is designated as vacant and is over 10 acreages, the Contractor shall use the current GIS aerial maps and other maps, such as Google Earth, to check for the existence of previously undiscovered/non-permitted real estate structures. If the property is accessible, the Contractor shall visit and do an on-site review of the structure(s). If inaccessible, the Contractor shall use maps to estimate size and determine building type. The Contractor will document this use of map estimation in the CAMRA application.
7. The Contractor shall keep a log of all previously undiscovered/non-permitted structures by PIN and building number. The CAMRA application may be used to maintain this information.
8. BOA members or County personnel may periodically accompany assessors and/or data collectors during their site visits.

**e. Real Property Assessments**

- i. The Contractor shall conduct cost, market and income research and analyses in the development of the schedules and tables of values. All schedules and

tables shall reflect market value. The Contractor shall include all schedule and tables used in the Assessors' Manual.

- ii. The Contractor shall make careful investigations of the fair market value of all improvements making a complete exterior and reasonable interior inspection.
  - iii. The Contractor shall train any personnel designated by the County in the assessment techniques and procedures utilized by the Contractor to appraise all real property in the County.
- f. **Urban and Rural Property**
- i. The Contractor shall analyze sales data and make careful investigations of the fair market value of all classes of land, giving due consideration to all factors enumerated in these specifications and Commonwealth of Virginia Code including but not limited to topography; soil type; road type; neighborhood trends; and "open space easements."
- g. **Small Acreage Tracts**
- i. The Contractor shall prepare a pricing schedule applicable to small acreage tracts, especially those of ten (10) acres or less, which have potential other than farm usage, from local market data. Size of tracts may have a direct bearing on land value. This schedule must be flexible to allow all acreage tracts, regardless of size, to be appraised at market value.
- h. **Mineral Rights**
- i. The Contractor shall make a careful investigation of assessable mineral rights and make the assessment pursuant to Title 58.1-3286 and 3287 of the Code of Virginia, and consultation with the Commissioner of the Revenue.
- i. **Properties spanning Towns and County**
- i. The Contractor shall specify in the County's CAMRA application if all or part of any property is within the boundaries of any incorporated town as well as define and list the part within such town.
- j. **Improvements**
- i. The Contractor shall make careful investigations of the fair market value of all improvements making a complete exterior and reasonable interior inspection.
  - ii. The Contractor shall measure all new improvements since last reassessment for 2015 and all improvements in total for 2017 and record data in the County's CAMRA application.
  - iii. The Contractor shall measure and sketch new buildings and other major building improvements and record said data in the CAMRA application.
  - iv. The Contractor shall capture general property data and improvement data and record data in the County's CAMRA application. Data shall include, but is not limited to, the applicable fields shown in Attachment A.



- v. Basic cost data shall be applied to existing construction for the determination of accurate and consistent replacement costs, less any physical depreciation, functional or economic obsolescence.
- vi. For each property with multiple improvements, the Contractor shall create an 8 ½ x 11 structure locator map. Locator maps shall show the location of each structure relative to the main dwelling. Structures shall be labeled to identify the use, type of construction, and size. Paper locator maps shall be attached to the associated PRC.

**k. Suburban and Farm Dwellings**

- i. The Contractor shall visit and inspect suburban and farm dwellings and other farm buildings/structures in the same complete manner as other residential buildings.

**l. Farm (non-residential), Commercial and Industrial properties**

- i. The Contractor shall visit and inspect Farm (non-residential), Commercial and Industrial properties in the same complete manner as residential properties.
- ii. Basic cost data shall be applied to existing construction for the determination of accurate and consistent replacement costs, less any physical depreciation, functional or economic obsolescence.
- iii. Income and expense data and market data shall be used where applicable and available to assist in assessing the properties. Income data shall be requested from the property owners.
- iv. Computations using Income Approach to value shall be converted to a Bricks and Mortar unit price methodology for final valuation in the County's CAMRA application.
- v. Commercial properties which are not assessed using standard tables, such as for sound value or income approach, the Contractor shall create and maintain a file showing the methodology used to assess each of these properties. This information shall be delivered as part of the Assessors' Manual.
- vi. Locator Maps shall include the name of the building as known to the industry.

**m. Apartment Properties and Rental Properties**

- i. The Contractor shall consider all apartments or two or more connected dwelling units designed or re-designed for rental occupancy and all groups of apartment buildings to be classified as apartment property.
- ii. All apartments shall be reviewed to determine if the housing is subsidized. Subsidized housing shall be assessed in accordance with Title 58.1-3295 of the Code of Virginia.
- iii. The Income Approach to value shall be considered and all assessments shall be complete with analysis of income and expense data, if obtainable.

iv. Economic rental estimates shall be used where actual rents are not available.

n. **Industrial Complexes**

- i. The Contractor shall visit and inspect each industrial complex and develop an Industrial Complex Report for all such properties. This report shall be attached as an addendum to the Assessors' Manual. The Industrial Complex report shall include:
  - 1. Building-by-building component part description of construction and fixed equipment taxable real property, showing individual replacement value and depreciation for each.
  - 2. All yard improvements shall be listed individually and shall be priced and depreciated separately.

o. **Common Open Space**

- i. The Contractor shall appraise and apportion Common Open Space according to Title 58.1-3284.1 of the Code of Virginia.

p. **Other Properties and Structures**

- i. Grain Bins, Silos, and Other Farm Buildings
  - 1. For the purpose of this reassessment, grain bins, silos, and other farm buildings are to be considered as real property and valued based on their contribution to the overall property value with consideration given to the functional use of single purpose structures that have little adaptability.

q. **Income Producing Structures**

- i. For the purpose of this reassessment, incoming producing structures including but not limited to cell towers on commercial and non-commercial properties are to be considered as real property and valued based on their contribution to the overall property value.

r. **Miscellaneous Structures**

- i. For the purpose of this reassessment, miscellaneous including but not limited to airstrips, golf courses, generators, are to be considered as real property and valued based on their contribution to the overall property value.

s. **Exempt Property**

- i. It is specifically understood that property wholly or partially excluded from taxation will be appraised and valued by the Contractor, including all governmental units located within the County. This will be done in the same manner in which property that is nonexempt is appraised, including correct parcel identification number and special (class code) coding for retrieval by the County's CAMRA application.

t. **Property for Public Service Companies**

- i. The Contractor shall not appraise property of public service companies that is appraised by the Virginia State Corp. Commission and Department of Taxation. However, the Contractor shall appraise all real property of such companies situated in the County, which is not appraised by the aforementioned agencies.

u. **Personal Property**

- i. This contract does not provide for the assessment of commercial furniture and fixtures, industrial machinery and equipment, or other personal property by the Contractor with the exception of mobile home properties.

v. **All Other Property**

- i. The Contractor shall assess all other real property not covered under this section, but required by law to be appraised at fair market value using acceptable assessment standards including common open space, Title 58.1-3284.1 of the Code of Virginia, and Leasehold interests, Title 58.1-3203 of the Code of Virginia.

w. **Construction Costs**

- i. The Contractor shall use Marshall and Swift or a similar construction cost index as a basis for determining initial construction costs. The Contractor shall make adjustments based on random testing against known local construction costs to verify the accuracy and to determine Fair Market Value before being applied. The Contractor shall obtain local construction costs through the County Building, Permits, and Inspections Department and local contractors, realtors, and appraisers. The Assessors' Manual shall include an appendix setting forth which construction cost index was used and why, and detailing the factors used in determining local adjustments. Factors included shall include material costs, prevailing wage scales, labor resources, overhead, profit A & E Fees and all other factors which impact upon the cost of building construction and its value within the County.

x. Unit construction costs shall be inclusive of the items mentioned above.

y. Separate unit costs for each different type of construction (residential, commercial, industrial, etc.) as well as for each district construction subsystem of component, such as paving, roofing, fencing, wells, septic systems, etc., to be used in conjunction with the Sales Ratio Study.

z. Unit costs for materials and labor in place, including all normal service charges and profit.

aa. **Zoning Considerations**

- i. The Contractor shall consider zoning, conditional or otherwise, in the assessment of all real property.
  1. The Contractor shall use the County's GIS zoning layer for zoning determination within the County, exclusive of the Towns. The Contractor shall obtain all Town zoning and conditional zoning from Town zoning officials.
  2. Although County zoning information is in the County's CAMRA application and on the field property record cards (PRCs), zoning must be verified through the GIS and/or the appropriate County and/or Town zoning offices if the zoning impacts the property assessment.

3. Detailed information relating to conditional zoning shall be available through the County and/or the Town zoning offices. The Contractor shall record any conditional zoning used in the assessment of a property in the County's CAMRA application and document the impact of Conditional Zoning in the Assessors' Manual.

**bb. Assessors' Manual**

- i. The Contractor shall develop and maintain an Assessors' Manual. This manual shall include cost and sales data, and any other information used to compile the schedule of values for the final 2014 computations as part of the Assessor's Manual. This document shall be used as a working document by the Contractor. The BOA and County will review each delivery of the document, and submit edits/modifications to the Contractor for incorporation as part of document maintenance until such time as the final version is approved by the County.
- ii. Upon request, the County will provide a copy of the 2013 Assessors' Manual which can be used as a starting point for the 2015 & 2017 Assessors' Manual. Guidelines as to the Assessor's Manual Content are provided in Attachment B.
- iii. The Assessors' Manual shall be set up in an easily comprehensible manner enabling the County to show the taxpayer how property valuations are determined. Calculations methods and calculations shall be the same as those implemented in the County's CAMRA application and all codes and custom calculations used by the County's CAMRA application shall be reflected in the Assessors' Manual.
- iv. All data used in the composition of the manual and to substantiate sales must be turned over to the County.
- v. The Contractor shall provide updated versions of this manual and manual training. Specific dates shall be provided by the Offeror as part of their proposal.
- vi. The Contractor shall train designated County personnel in the use of the Assessors' Manual for assessing all types of real property.

**cc. Sales Studies and Sales Ratio Studies**

- i. The Contractor shall conduct a Sale Study and then subsequent Sales Ratio Studies to aid in the pricing of real property and as the project progresses to ensure that the assessments are reflecting market value. The Contractor shall contact property owners to determine validity of sales and values.
  1. Sales Studies shall contain a sufficient number of valid real property sales and/or transactions stratified into homogeneous neighborhoods; by property class (R1, R2, R3, R4, R5, R6, and exempt) within each neighborhood. Neighborhoods shall be divided into real property classes, by vacant and occupied land within each class.
  2. Where valid sales are limited, the Contractor shall augment the supply of usable sales by adjusting rejected sales to reflect the cash

equivalent value of the real property, and expand the sales period adjusting for time of sale. Timeframes need not be the same for each class of property, but the studies must detail the techniques used and indicate when adjusted sales values were used.

3. Where sales are comparatively scarce and complex, such as with commercial, industrial, and agricultural sales, the Contractor can consider appraisals as a basis for valuation. Appraisals should be tested against actual sales as well as against appraisals and assessments of other similar properties. Acceptable appraisals must contain a narrative of the valuation methods used and a value conclusion. Where valid sales data and adjusted sales data is available, appraisals should not be used.
4. The Contractor shall provide a study for each of the County's Districts using the same stratification listed above. District studies are informational only and should not be used as a means to assess since Fluvanna County districts are based on census data and thus real property within Districts is not homogenous by nature.
5. The Contractor shall run periodic Sales Ratio Studies to ensure that the project assessments are falling within the acceptance Sales Ratio requirements set forth in this contract.
6. The Contractor shall deliver the studies. Specific dates shall be provided by the Offeror as part of their proposal.

**dd. Office Administration**

**i. Property Record Cards, Reports and Other Required Forms**

1. The Contractor shall use County's electronic field cards, and PRCs for data gathering. The Contractor shall use the County's CAMRA application for updating property records as well as printing current and updated PRC and field cards.
2. The County will assist the Contractor with the design and development of forms and reports as necessary to be used in the reassessment project including, but not limited to mailers, computer reports, and valuation notices.
3. At the start of the reassessment project, the reassessment data in the CAMRA application will match the assessment data. Prior to the start of field work and on a mutually agreed upon date, the County will have one complete set of PRCs printed in PIN order. The Contractor must specify if the printed PRCs should reflect the assessment data, or should wait until the Contractor has entered new code table information, updated the custom calculation, and made any other preliminary adjustments based upon the initial sales study.
4. Although additional PRCs can be printed by the Contractor on an ad hoc basis, PRCs are available to be viewed on line. When possible, online viewing should be used in lieu of printing.

ee. **Printing**

- i. With the exception of bound copies of deliverables and re-mailings done due to error on the part of the Contractor, the County will be responsible for the printing costs associated with the reassessment project. Printing will include, reassessment notices, public relations pamphlets, reports, and deliverables. It will be the joint responsibility of the County and the Contractor to design these items.
- ii. Reprinting of mailers due to error on the part of the Contractor shall be done at the Contractor's expense.
- iii. It shall be incumbent upon the Contractor to maximize the use of electronic tools such as the County's CAMRA application, the GIS application, SharePoint, spreadsheets, etc. to view data rather than print data.

ff. **Postage**

- i. The County will be responsible for reasonable postage necessary for mailing income and expense requests for commercial properties; reassessment notices; and hearing result notices. Re-mailings due to error on the part of the Contractor shall be done at the Contractor's expense.

gg. **Space Requirements & Office Arrangements**

- i. The County will provide office and meeting space for the Reassessment Office with the space and location to be determined by the County. The County will furnish all necessary utilities such as power, water, heat and air conditioning; reasonable office furniture; and provide networking capabilities through the County's network.

hh. **Phone Service**

- i. The County will provide the Contractor with local and long distance phone service, however, the County will periodically review the Contractor's use of said service to confirm that use continues to be a reasonable cost for the County to bear.
- ii. If such costs, in the opinion of the Contract Administrator, appear excessive the Contractor shall be responsible for justification of such costs, otherwise those costs which appear unreasonable shall be deducted from the final invoice. The Contractor shall bear full responsibility for their cellular phones and services to be utilized during this contract term.
- iii. The County shall provide two (2) phones for the Contract. These phones shall be shared within the Reassessment Office. Additional phones may be added during periods of high volume calling, such as when hearings are being scheduled.

ii. **Computers and Related Office Software**

**i. Computers**

1. The County shall provide two (2) computers if necessary for full time contractor use. These computers shall be shared within the Reassessment office.

2. The County shall provide additional computers for BOA member use. These computers may be used by the Contractor on an as needed basis when they are not being used by the BOA or during the BOA informal hearings, these computers will be allocated for use in each of the hearings rooms.
3. The Contractor and BOA computers will be standardized with the following:
  4. Microsoft Office for word processing and spreadsheet capabilities;
  5. Microsoft Outlook for County e-mail and calendar access;
  6. The CAMRA application for assessment work; and
  7. The GIS application for map queries and locator map creation.
  8. No software or hardware modifications shall be made to the provided PCs without coordination and permission of IT.
  9. The County will also provide one (1) (2) public access computers. These computers will be standardized with the following:
    10. Read only access to the GIS application,
    11. Microsoft Internet Explorer intended to provide access to
    12. Real Estate Online, a read only current assessment data
    13. Reassessment Real Estate Online, read-only the Reassessment notice data.

**jj. Microsoft Office**

- i. The County has standardized on using the Office Suite products. All deliverables shall be provided in a format compatible with these products.

**kk. Microsoft Outlook**

- i. The Contractor, the County, and the BOA shall use Outlook as a standard mode of communication. Both the Contractor and the County shall also use this product for scheduling. To this end, each member of the Contractor's staff as well as the BOA shall be setup with a Microsoft Outlook email account. These accounts are accessible both inside the County and through an internet version of the application.

**ll. The CAMRA application**

- i. The County will provide the Contractor with access to the County's CAMRA application for the purpose of recording data and assessing properties. The County does not ensure the accuracy of this product. The Contractor must report any application discrepancies to the applicable County Liaison/Project Manager.

**mm. CAMRA Availability**

- i. Reassessment data will be available for use by Contractor. The Contractor shall use the County's CAMRA system throughout the contract period to update reassessment data.
- ii. At the end of the reassessment, this data shall be reconciled and merged into the Commissioner's current year data. It is incumbent upon the Contractor, the County, and the BOA to review the data to ensure validity and accuracy throughout the project and before the merge takes place.

**nn. The GIS Application**

- i. The County will provide the Contractor with access to the County's GIS application for the purpose of inquiry and printing of maps to be used in the reassessment, and for doing electronic markup within the GIS application.

oo. **GIS Training**

- i. The County will provide initial training on the GIS application for the purposes of producing work maps and calculating acreages of specific areas within individual parcels of land.
- ii. Training shall be performed on a schedule jointly agreed upon by the Contractor and the County.

pp. **GIS Support**

- i. The functioning of the GIS application is critical to this project. GIS will serve as the point of contact for questions and problem reporting and any issues with the GIS application.
- ii. The Contractor shall work directly with the GIS Department for technical support problems, customized reports or specialized maps produced through the use of the GIS.
- iii. Upon discovering any application or data discrepancies, the Contractor must immediately email the County's GIS department with the following information:
  - 1. Description of the problem;
  - 2. Applicable screen shots;
  - 3. Where the issue occurred (screen name(s) and fields)
  - 4. Description of the affected data (PIN, Building or Segment, associated field)
- iv. The County Liaison/Project Manager should be cc:'d on any support communications.

qq. **GIS Data Ownership**

- i. The GIS databases shall remain the property of the County, which shall retain all rights commensurate with ownership, including the right to sell, release, license, and use or provide GIS databases or maps to others as it deems appropriate in its sole discretion. GIS maps and data produced by the Contractor shall be for official use for the reassessment project exclusively and will not be used for any other purposes.
- ii. The County reserves the right to deny access to certain GIS datasets. These datasets are deemed and will remain hereafter proprietary information of the County, shall not be provided or assigned to other parties, and shall be afforded the full protection of copyright law.
- iii. The Contractor is prohibited from re-formatting, copying or further reproducing GIS digital data.
- iv. The County does not ensure the accuracy of these products. The County will disclaim any and all liability or responsibility for any damage, injury, loss,



claim or lawsuit arising from any error, inaccuracy or other problem. The Contractor shall agree to indemnify and hold harmless the County and its officials and employees, from any and all claims, liability damages, injuries and suits arising from the use of GIS data or maps by the Contractor, the Contractor's employees or assignees. The Contractor shall waive all warranties expressed or implied and will waive any right of claim for damages incidental, consequential or special, arising out of or in connection with the use of GIS data or maps.

**rr. Use of County Records and Maps**

- i. Subject to schedules and procedures approved by the BOS, all maps, tax records, data and information in the possession of the Commissioner of the Revenue and GIS, pertaining to properties covered by these specifications will be made available to the Contractor.

**ss. Contractor Personnel**

- i. The Contractor must employ a sufficient number of qualified and experienced employees, including data entry personnel, at all times, to perform the work expeditiously on a timely and controlled basis.
- ii. The Contractor shall use, on the job, competent employees of good character and of adequate numbers to expeditiously perform the work required.
- iii. The Contractor's staff shall at all times be expected to display courtesy and professionalism in dealing with citizens, County staff, and members of the various Boards.
- iv. No employee of the Contractor is to be deemed an employee or agent of the County and is not entitled to any benefits from the County.

**tt. Vehicles**

- i. The Contractor shall furnish all vehicles used by the personnel of the Contractor in performance of duties herein described. The Contractor must ensure that all contractor staff conducting County business have a valid driver's license and that all vehicles used for the purposes of this project are at least covered with valid liability auto insurance.
- ii. Vehicles must be identifiable by signs located on each side or in the front and back windows of said vehicle. The Contractor shall provide and use their own vehicle identification signs that meet the following requirements:
- iii. Letters at least 2" high
- iv. Contain the words "County Reassessment"
  1. **Variations are only as directed by the County.**
- v. The Contractor shall provide and maintain a list with the following information regarding vehicles used during the reassessment:
- vi. Tag number and State

- vii. Vehicle description (color, make, model)
- viii. Owner/primary driver.

uu. **Employees**

- i. The Contractor shall furnish to the County a list of contractor employees who will be working on this project. For good cause, the County will have the right to request the Contractor to remove any employee from work on this project.
- ii. All personnel at all times shall display a personal identification badge provided by the County.

vv. **Training and Instruction**

- i. The Contractor shall supply complete instruction and direction of all personnel connected with the reassessment. Contractor shall train field personnel, appraisers and clerical personnel employed by the Contractor to measure and list all properties.

ww. **Staffing**

i. **Project Manager**

- 1. The Contractor shall have at least one Project Manager on site in the County at all times. The intent is to have a member of the Contractor's staff that is authorized to act on the Contractor's behalf available throughout the project.
- 2. The Project Manager will be approved by the County and will not be shifted, replaced or transferred to another job without written consent from the County.
- 3. The Project Manager will be present in the County eighty (80) percent or more of the time during the entire project excepting the first sixty (60) days.

xx. **Office Manager**

- i. The Contract shall provide a qualified Office Manager for the purpose of managing the front of the Reassessment Office and the clerical staff. This Office Manager shall be the secretarial support to the BOA.
- ii. The Office Manager in conjunction with the Contractor Project Manager will ensure that all reports and data entry routines required or necessary for the reassessment are available at no additional expense to the County. The Contractor shall provide qualified clerical support personnel for the purpose of data entry and phone support throughout the Reassessment project.
- iii. The Office Manager, or another individual designated by the Contractor's Project Manager, shall serve as the primary point of contact for citizens. This individual shall work in the front office and be immediately accessible when a citizen enters the Reassessment Office. When this individual is unavailable, another member of the staff should be assigned. During

business hours, the Contractor shall always have at least one staff member available to answer phones, and to greet and help citizens.

**yy. Field Personnel and Assessors**

- i. All field personnel and Assessors shall display a personal identification badge provided by the County.
- ii. Once reassessment notices are mailed, the Contractor shall provide qualified assessment staff to answer citizen questions about the assessments. All call backs in response to voicemail messages must be made within one (1) working day. Answers to detailed phone calls must be made within two (2) working days.
- iii. An assessor shall be present at each hearing with a BOA member. Where possible, the assessor who worked in the area of the property being reviewed should be present. The assessor shall document the hearing. Enough information must be captured about the hearing results so that personnel reviewing these notes will be able to have an understanding of why the resulting decision was made.

**zz. Clerical Personnel**

- i. All clerical personnel shall have at least a rudimentary experience with Microsoft Office products and how to answer phones. The Contractor shall provide general scripts so that the phone responses shall be consistent and informative.
- ii. The week the reassessment notices are mailed, the Contractor shall supplement the clerical staff in order to provide enough staff to answer calls and schedule hearings.
- iii. All call backs in response to voicemail messages must be made within one (1) working day.

**aaa. Notification, BOA Hearings, and Support of Values**

**i. Reassessment Notices**

1. Upon the completion of assessment field work and assessment review, notices of the new assessments will be prepared for all real property owners by the Contractor, subject to review by the BOA and the County.
2. All field work, data entry, and final reviews by the Contractor and the BOA must be complete by September 2014 in order to meet the reassessment notice mailing deadline of September 27, 2014.

**bbb. Additional Staffing**

- i. The first working day after notices are mailed, the Contractor shall provide additional qualified support staff to schedule hearings, appointments and answer questions.

- ii. Prior to informal BOA hearings, the Contractor shall make every attempt to accommodate and resolve citizen concerns regarding any notice of change in assessment.
- iii. The Contractor shall log all calls and emails and track responses to such. These services shall be provided at least twice during the contract period, or at such date that the BOA deems necessary to accommodate the public at no additional cost to the County.

**ccc. BOA Informal Hearings**

- i. The Contractor and BOA will conduct the informal hearings, in a meeting room furnished by the County, by scheduled appointment.
- ii. The Contractor shall provide the services of a sufficient number of qualified appraisers to assist in explaining assessments and the valuation procedure used and documenting the result of the hearing.
- iii. One staff member shall attend each hearing with preference being given to the personnel who worked the area being heard.
- iv. Sufficient contractor personnel will be available to conduct informal reviews with the public for a period of no less than thirty (30) working days, 9 a.m. to 4:30 p.m., Monday through Friday, and a minimum of six (6) evening sessions, 7 p.m. to 9 p.m., during that period.
- v. In the event that additional time is required to insure that each property owner will have equal opportunity to view and discuss his property values and to make comparison to that of his neighbor or any other like property, additional informal hearings with the property owners will be scheduled by appointment as necessary.
- vi. The intent is to hold hearings through December 6, 2014 for the administrative reassessment and December 6, 2017 for the general reassessment, or at such date that the Commissioner of the Revenue deems necessary to accommodate the public, but no later than December 13, 2014 and December 13, 2016, respectively.

**ddd. Revisions and Notifications**

- i. The Contractor shall complete any necessary revisions to the assessments before December 18, 2014 and December 18, 2016 with all hearing results notifications mailed to the property owner on or before December 20, 2014 and December 20, 2016, respectively.
- ii. The Contractor shall develop a list of codes to be used in the CAMRA application which will indicate the general results of a hearing or phone call on a specific date.
- iii. Within five (5) working days after a hearing, the Contractor shall make any necessary revisions in the CAMRA system and documenting the outcome of the hearing in the CAMRA system using a code and hearing date.

- iv. Within five (5) working days of a citizen call which results in a revision of the original mailed notice, the Contractor shall make the change in the CAMRA system and document the reason for the revision in the CAMRA system using a code and call date.
- v. The Contractor can mail hearing results notifications on a rolling basis once hearings have begun or as a single mailing sent on or before December 20, 2014 and December 20, 2016, respectively.
- vi. In the CAMRA application, the Contractor shall keep a log of all follow-up notices sent.
- vii. For at least a 4 week period following the final mailing of hearing results notifications, the Contractor shall provide a qualified employee to answer questions pertaining to hearing result notifications.

**eee. BOE Support**

- i. The Contractor shall furnish a qualified staff member (Contractor employee) to assist the County Board of Equalization applicable to the requirements of Section 58.1-3331, 3379 and 3984 of the Code of Virginia as amended. Said employee shall be present at each and every Board of Equalization meeting and until appeals from said Board or to the Courts, arising within the statutory period, have been heard and resolved. This service shall be provided at no additional cost to the County.

**fff. Court Support**

- i. The Contractor shall provide qualified appraisers to assist the County in the event of appeals from the BOE to the Courts. This service shall be provided at no additional cost to the County.

**ggg. Public Relations**

- i. The Contractor shall work with the County IT, and the County Liaison/Project Manager to provide a web presence during the Reassessment project. The content and design will be coordinated and approved by the County before publishing to the Internet.
- ii. The Contractor shall provide speakers, films, literature, and actual computer demonstrations for civic clubs and any other organizations with an interest in the reassessment, whenever the County requests, during the course of the contract.
- iii. The Contractor and employees shall endeavor to promote friendly relations with taxpayers and the general public.
- iv. All press releases or other publicity proposed by the Contractor must be presented to the County Administration to acquire BOS written clearance before being released. Unless release is otherwise required by law, the Contractor shall not release any proposed values, reassessments, data, or any other information either acquired or in the possession of the Contractor to any person, firm or association unless approved, in writing, in advance by the BOS.

- v. Throughout the duration of this contract, the Public shall have access to current assessment data through the County's internet application, Virginia Mass Appraisal Network (VamaNet.) Once Reassessment Notices have been sent, the Public will be able to access a copy of the notice data through a reassessment version of VamaNet. Updates to VamaNet can be made nightly, periodically based on the schedule of hearing results notification, or once after all the hearing notifications have been sent. The Offeror shall specify their desired schedule of updates as part of their RFP response.

## **5-9.2 GENERAL (ADMINISTRATIVE REVIEW) REASSESSMENT STATEMENT OF NEEDS**

- a. **Time of Completion/Performance of Work**
  - i. It is specifically agreed, and so declared, that time is of the essence in the performance of this contract. The Contractor shall carry on the project of reassessment as set forth in this contract, and shall complete and deliver said work on or before the dates specified in this document. Any anticipated adjustments to specified dates shall be stated in the proposal, or the Contractor shall be expected to adhere to the timetable referenced below unless changes are approved by the County.
- b. **Hearings**
  - i. The Contractor shall schedule, hold, and document informal hearings starting October 7, 2014 and ending in December 2014. A member of the BOA and an assessor shall be present at each hearing. Where possible, the assessor who worked in the area of the property being reviewed should be present.
- c. **Timetable/Schedule**
  - i. The Contractor shall set forth a time table or schedule of work to be performed against which the County can measure contract progress. This timeline/schedule shall include the deliverables, work tasks, and associated dates applicable to each item. With the exclusion of those items where dates are specified, the timeline/schedule shall be mutually agreed upon by the Contractor and the County.
- d. **Start of Work**
  - i. The Contractor shall be prepared to begin the work to be performed under the contract after acceptance by the BOS, starting approximately January 1, 2014 although obtaining required personnel and other tasks may begin directly after award of the contract.
  - ii. The Contractor may occupy the County-provided office space on or about February 15, 2014.
- e. **Field Work**
  - i. The Contractor shall provide a schedule of how data collection and field work across the County shall progress prior to beginning field work.
  - ii. The Contractor shall complete all field work and review all assessments by September 19, 2014 in order to meet the reassessment notice mailing vendor's submission deadline of September 24, 2014.

f. **New Construction Assessments**

- i. The new construction assessments shall be delivered to the Commissioner of the Revenue on a monthly basis. New construction data entry shall be entered in accordance with the processes of the Office of the Commissioner of the Revenue. The Contractor shall conduct hearings.

g. **New Construction and Partially Completed Construction**

- i. The Contractor shall appraise buildings partially completed as their value based on the percentage of completion as of January 1, 2014.
- ii. All new construction completed between November 1, 2013 and December 31, 2013 and new construction partially completed as of January 1, 2015, shall be appraised at the finalized 2014 values and delivered to the Commissioner of the Revenue by the Contractor on or before January 10, 2015. This component of the project is not considered part of the final reassessment book value, but will be supplemental thereto and included as a part of the reassessment contract.
- iii. The Offeror shall conform to the same guidelines per the “Statement of Needs” stated hereto and herein. The dates for the Administrative Reassessment shall encompass all new construction permits dated on or after January 1, 2013. The Offeror shall complete the Administrative reassessment no later than
- iv. Pursuant to §58.1-3300, the Offeror shall complete all reassessments in a timely manner, with the original signed Reassessment Land Books to be delivered and filed with the Fluvanna County Circuit Court Clerk and all signed copies and all other records to be delivered or returned to the Commissioner of the Revenue by December 31, 2014 or March 31, 2015, if extended pursuant to §58.1-3257. The Offeror shall apply for a three month extension of the reassessment process through March 31, 2015 at the request of the Fluvanna County Board of Supervisors.

h. **Document Deliverables**

- i. The Contractor shall provide each document deliverable in electronic Microsoft Word format. The Contractor shall provide a list of Key Dates, suggested time delivery time frames, and number of bound copies required as part of the delivery. The Contractor shall be responsible for the cost associated with the production of bound copies.

**6-9.2 GENERAL REASSESSMENT STATEMENT OF NEEDS**

a. **Time of Completion/Performance of Work**

- i. It is specifically agreed, and so declared, that time is of the essence in the performance of this contract. The Contractor shall carry on the project of reassessment as set forth in this contract, and shall complete and deliver said work on or before the dates specified in this document. Any anticipated adjustments to specified dates shall be stated in the proposal, or the Contractor shall be expected to adhere to the timetable referenced below unless changes are approved by the County.

**b. Hearings**

- i. The Contractor shall schedule, hold, and document informal hearings starting October 7, 2016 and ending in December 2016. A member of the BOA and an assessor shall be present at each hearing. Where possible, the assessor who worked in the area of the property being reviewed should be present.

**c. Timetable/Schedule**

- i. The Contractor shall set forth a time table or schedule of work to be performed against which the County can measure contract progress. This timeline/schedule shall include the deliverables, work tasks, and associated dates applicable to each item. With the exclusion of those items where dates are specified, the timeline/schedule shall be mutually agreed upon by the Contractor and the County.

**d. Start of Work**

- i. The Contractor shall be prepared to begin the work to be performed under the contract, starting approximately January 1, 2016 although obtaining required personnel and other tasks may begin directly after award of the contract.
- ii. The Contractor may occupy the County-provided office space on or about February 15, 2016.

**e. Field Work**

- i. The Contractor shall provide a schedule of how data collection and field work across the County shall progress prior to beginning field work.
- ii. The Contractor shall complete all field work and review all assessments by September 19, 2016 in order to meet the reassessment notice mailing vendor's submission deadline of September 24, 2016.

**f. New Construction Assessments**

- i. The new construction assessments shall be delivered to the Commissioner of the Revenue on a monthly basis. New construction data entry shall be entered in accordance with the processes of the Office of the Commissioner of the Revenue. The Contractor shall conduct hearings.

**g. New Construction and Partially Completed Construction**

- i. The Contractor shall appraise buildings partially completed as their value based on the percentage of completion as of January 1, 2014.
- ii. All new construction completed between November 1, 2016 and December 31, 2016 and new construction partially completed as of January 1, 2015, shall be appraised at the finalized 2014 values and delivered to the Commissioner of the Revenue by the Contractor on or before January 10, 2015. This component of the project is not considered part of the final reassessment book value, but will be supplemental thereto and included as a part of the reassessment contract.
- iii. The Offeror shall conform to the same guidelines per the "Statement of Needs" stated hereto and herein. The dates for the General Reassessment shall encompass all new construction permits dated on or after January 1,



2016. The Offeror shall complete the Administrative reassessment no later than

- iv. Pursuant to §58.1-3300, the Offeror shall complete all reassessments in a timely manner, with the original signed Reassessment Land Books to be delivered and filed with the Fluvanna County Circuit Court Clerk and all signed copies and all other records to be delivered or returned to the Commissioner of the Revenue by December 31, 2016 or March 31, 2017, if extended pursuant to §58.1-3257. The Offeror shall apply for a three month extension of the reassessment process through March 31, 2017 at the request of the Fluvanna County Board of Supervisors.

**h. Document Deliverables**

- i. The Contractor shall provide each document deliverable in electronic Microsoft Word format. Contractor shall provide a list of Key Dates, suggested time delivery time frames, and number of bound copies required as part of the delivery. The Contractor shall be responsible for the cost associated with the production of bound copies.

**7-9.2 PROPOSAL PREPARATION & SUBMISSION REQUIREMENTS**

**a. General Requirements**

- i. RFP Response. In order to be considered for selection, Offerors must submit a complete response to the RFP. One (1) original and three (3) copies of each proposal must be submitted to the Issuing Department as stated on page one (1) of this Request for Proposal. The Offeror shall make no other distribution of the proposal.
- ii. An authorized representative of the Offeror shall sign proposal. All information requested should be submitted. Failure to submit all information requested may result in the Issuing Department requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking key information may be rejected by the Owner. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- iii. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- iv. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the section of the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.

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

- v. Each copy of the proposal should be bound or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume.
- vi. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP will belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342(D) of the Code of Virginia, on the Proprietary Information form provided (reference page 45), at the time the data or other material is submitted. The County reserves the right to ask for additional clarification prior to establishing protection.
- vii. The County will not be responsible for any expenses incurred by the Offeror in preparing and submitting a proposal.
- viii. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only, and does not include negotiation unless specified by the County. The Issuing Department will schedule the time and location of these presentations. Oral presentations are an option that may or may not be utilized.
- ix. All proposals shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in paragraph 64 of the General Conditions and Instructions to Bidders/Offerors. Use the form on page 47 to provide your State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at (804) 371-9733 or at [www.scc.virginia.gov/default.aspx](http://www.scc.virginia.gov/default.aspx). Failure to include this form with your proposal submission may result in rejection of your proposal.

#### **8-9.2 SPECIFIC PROPOSAL REQUIREMENTS**

- a. Proposals should be as thorough and detailed as possible so that the Owner may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- i. Certification**

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

- ii. Organization Chart**

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

**iii. Approach to Completion**

1. A written narrative detailing the approach to completing the Reassessment project. The Offeror shall outline all additional responsibilities it expects the County to assume if different from those specified herein.

**iv. Timeline**

1. Offeror shall include with their proposal response, a monthly schedule in spreadsheet format for the work plan that addresses all activities listed in the Statement of Needs, commencing within ten days of contract award. Offeror may amend the specific tasking to conform to their proposal and procedures, however, the format of the work plan/schedule shall cover all duties and responsibilities outlined in the Statement of Needs. Offeror shall provide current and planned workload schedule using the same format for both, for ease of evaluation.

**v. Fee Proposal**

1. Offeror shall identify a fee proposal for each reassessment based on the deliverables expected and outlined herein and in conjunction with the proposed timeline as stated in Section III of this RFP. Offerors shall also provide a fixed fee per parcel for new construction assessments. All fees shall be in the form of firm, fixed prices to remain in effect throughout the period of the contract. The Offeror shall also include a firm, fixed price per parcel for all pictures taken of the properties being assessed.

**vi. References**

1. Offeror shall include a list of a minimum of three references, from similar reassessment projects only, who could attest to the Offeror's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, addresses, email addresses, contact persons, and phone numbers of all references.

**9-9.2 EVALUATION CRITERIA**

- a. An Evaluation Committee will evaluate the proposals using the following criteria.
  - i. Proven experience in providing similar reassessment services for other localities of similar size, scope, and complexity.
  - ii. Resumes, professional experience, and professional licensure of principal(s), project manager(s), and professional staff who will be working for Contractor in the provision of said services. Special attention shall be given as to the qualifications of the person Contractor proposes for appointment as the Professional Assessor for the County.

- iii. Expertise, qualifications, and experience of the Offeror in providing and conducting reassessment services relevant to the County's requirements, to include qualifications of proposed staff.
- iv. Approach to completing the reassessment services as specified in the Statement of Needs.
- v. Proposed schedule for completion of all tasks outlined herein.
- vi. Pricing and payment terms/structure

**10-9.2 AWARD OF CONTRACT**

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

## GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

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

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

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### INTRODUCTION

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

- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County's Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the "General Conditions"): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to "his" shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an "IFB"): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- m. Request for Proposal (also referred to herein as a "RFP"): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
- n. Small Purchasing Procedures: The County's Small Purchasing Procedures, being Chapter 4 of the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.
- o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.

p. State: The Commonwealth of Virginia.

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

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

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

#### CONDITIONS OF BIDDING

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

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

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

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

**9. WITHDRAWAL OF BIDS:**

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

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

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
  - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
  - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the



request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.

- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
  - d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
  - e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
  - f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.
  - g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.
- 10. ERRORS IN BIDS:** When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.
- 11. IDENTIFICATION ON BID ENVELOPE:** All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:
- a. Addressed as indicated on page 1 of the solicitation;
  - b. Solicitation number;
  - c. Title;
  - d. Bid due date and time;
  - e. Bidder's name and complete mailing address (return address); and
  - f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

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

- 12. ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.
- 13. COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.
- 14. CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.
- 15. RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.
- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
- 21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:

  - a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
  - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the

event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;

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

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

#### **SPECIFICATIONS**

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

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

- 25. FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.
- 26. CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

### **AWARD**

- 27. RESPONSIBLE BIDDERS:** In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:
- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
  - b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
  - d. The quality of performance of previous Contracts or Services;
  - e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
  - f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
  - g. The quality, availability and adaptability of the Goods or Services to the particular use required;
  - h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
  - i. The number and scope of the conditions attached to the Bid;
  - j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
  - k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.
- 28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES:** The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.
- 29. EXCLUSION OF INSURANCE BIDS PROHIBITED:** Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.

- 30. ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2<sup>nd</sup> Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.
- 31. QUALIFICATIONS OF BIDDERS OR OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.
- 32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:**
- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
  - b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.
  - c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
  - d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.
- 33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

#### **CONTRACT PROVISIONS**

- 34. APPLICABLE LAW AND COURTS:** Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving

litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

- 35. PROVISION AND OWNERSHIP OF INFORMATION:** The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.
- 36. DOCUMENTS:** All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.
- 37. CONFIDENTIALITY:** Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.
- 38. INDEPENDENT CONTRACTOR:** The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.
- 39. INSURANCE:** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

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

Worker's Compensation Amount required by Virginia law

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

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

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

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

- 41. SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.
- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- 44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.
- 46. ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
- 47. PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or

impropriety that would prevent payment by the payment date. The following provisions apply to such payments:

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

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

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

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



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

- 50. SUCCESSORS AND ASSIGNS:** The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.
- 51. DEFAULT:** Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

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

- 52. NON-DISCRIMINATION ASSURANCES:** The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:
- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.

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

**53. MODIFICATION:**

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

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

**55. DRUG-FREE WORKPLACE:** Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- 56. TERMINATION:** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
  - b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
  - c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
  - d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.
- 57. APPROPRIATIONS:** Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.
- 58. REFERENCES TO VIRGINIA LAW:** Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.
- 59. COOPERATIVE PROCUREMENT:** Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.
- 60. AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.
- 61. GUARANTIES AND WARRANTIES:** All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:
- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented;

invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;

- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;
- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
- g. For any Contract involving Services of any nature, the Contractor further agrees to:
  - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
  - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
  - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
  - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

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

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

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

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

**65. CLAIMS PROCEDURE:**

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.
- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

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

## **DELIVERY**

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

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

**69. INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

**70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.

**71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.

- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.
- 74. PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- a. Purchase Order Number;
  - b. Name of Article and Stock Number;
  - c. Quantity Ordered;
  - d. Quantity Shipped;
  - e. Quantity Back Ordered; and
  - f. The Name of the Contractor.

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

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

## VENDOR DATA SHEET

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

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

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information:

FIN or FEI Number: \_\_\_\_\_ If Company, Corporation, or Partnership

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

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

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

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

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

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION**



## PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

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

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION**

**CERTIFICATION OF NO COLLUSION**

The undersigned, acting on behalf of \_\_\_\_\_, does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT**

STATE OF VIRGINIA  
FLUVANNA COUNTY, to wit:

The foregoing Certification of No Collusion bearing the signature of \_\_\_\_\_ and dated \_\_\_\_\_ was subscribed and sworn to before the undersigned notary public by \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**CODE OF VIRGINIA**

& 18.2-498.4. Duty to provide certified statement:  
A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

Any person required to submit a certified statement as provided in paragraph A, above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION**

**OFFEROR STATEMENT**

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this invitation for Bid and hereby submits this bid pursuant to such instructions and instructions.

\_\_\_\_\_

Type or Print Name & Title of Authorized Person

\_\_\_\_\_

Signature of Authorized Person Submitting This Bid

\_\_\_\_\_

Date

SUBSCRIBED AND SWORN to before me by the above named

\_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION**

**ATTACHMENT A**

**IMPROVEMENT AND GENERAL PROPERTY DATA**

Attic area & percent	Heat & air conditioning & percentage
Basement area & percentage	Identical unit count
Bath type and count	Insulation
Bedrooms count	Interior condition
Building Description	Interior wall finish
Building Percent complete	Occupancy type
Chimney type	Physical condition
Class type	Physical depreciation
Construction style	Plumbing fixtures
Dwelling unit count, including 1	Property & building sites
Economic obsolescence	Quality of construction
Effective year	Recent sales data
Exterior condition	Remarks
Exterior/Interior wall construction & percentage	Roof type & material
Fireplace opening count	Room count
Floor type	Section area
Foundation	Square Feet
Fuel type	Story count & height
Functional obsolescence	Year built
Landscape condition	Remarks
Neighborhood	Road access type
Topography	Utilities

## **ATTACHMENT B, Assessors' Manual Content**

The information below is intended to show the information that should be provided in the Assessors' Manual and is not intended to provide a format for the document.

The Assessors' Manual shall include, but is not limited to:

- 1.** Summary of the principles and essentials of uniform property valuation and assessment.
- 2.** Valuation of lots and parcels of land:
- 3.** Explanation of land values, classes and grades, effect of current zoning and conditional zoning, and method by which determined.
- 4.** Table of land adjustment types including standards for how each adjustment type is used.
- 5.** Land value schedules, including a tax map index and depth/frontage tables (where applicable), and sample computations.
- 6.** Land schedule applicable to small acreage tracts, especially those of twenty-five (25) acres or less, which have potential other than farm usage.
- 7.** Home site and residual land per acre schedules with explanation of valuation method.
- 8.** Examples of application of valuation of segments, lots, and parcels.
- 9.** Valuation of Improvements:
  - a.** Specifications and detailed schedules of reproduction costs on all types of houses, commercial properties, and special purpose buildings shall be in square foot increments.
  - b.** Tables of base reproduction costs for residential, commercial and special purpose buildings as used in the County's CAMA application (Residential Square Foot rate and Grade tables) and examples of the associated computations.
  - c.** Tables of additions and deductions from base reproduction costs to meet the requirements of the County as determined in consultation with the BOA and County.
  - d.** Physical depreciation tables or age/life tables on all classes of buildings, including a consolidated rate percentage table.
  - e.** Examples of application of building depreciation tables.
- 10.** Functional and Economic Obsolescence
  - a.** Standards for all classes of residential, commercial and industrial buildings; for over-improvement, under-improvement, location, out-of-business, and lack of functional utility.
  - b.** Examples of the application of obsolescence.
- 11.** Market Code Adjustments for Land and Improvements
  - a.** Code Adjustment Tables with a standard for how each adjustment type can be used.

- b.** Examples of the application of adjustments.

**12. Neighborhoods**

- a.** Neighborhoods tables with a standard for how neighborhood determination.
- b.** Explanation of determining factors in creating the neighborhood such as common topography, zoning, subdivision, etc.
- c.** Explanation of adjustments associated with those neighborhoods.

**13. Commercial and Industrial**

- a.** Range of capitalization rates for the County where Income Approach to Value is used.
- b.** Explanation of capitalization rates as applied in the County, and how developed and applied. Note: Although the Contractor may use Income Approach for initial valuation, the Contractor shall convert the final valuation to the valuation method used in the County's CAMA application.
- c.** Schedules for commercial and industrial buildings, by components of construction. The Contractor shall also include a section or attachment showing the methodologies used to assess each commercial property which does not use standard schedules and tables.

**14. Special Cost Schedules**

- a.** Schedules for including but not limited to metal buildings, grain bins, hog parlors, chicken houses, auto repair garages, trim shops, body shops, paint shops and underground fuel storage tanks, cell towers, and golf courses.
- b.** Tables and Schedules showing additions or deductions from base prices in each residential, commercial, industrial, farm and special purpose building schedule. Every change from base specifications shall be recorded in the manual and in the County's CAMA application. Prices for various sizes and types of garages, fireplaces, sun porches, carports, patios, outbuildings, elevators or any improvement which does not fall within the base rate table shall be included in the pricing schedule.

**15. Mobile home schedule that reflects market value.**

**16. Examples and Samples**

- a.** Assessment examples demonstrating use of the manual in appraising selected residences, farms, commercial and industrial buildings in the County. Samples should include how both land and improvement values are calculated.
- b.** Samples of County's property record cards with an explanation of the use of these cards and the data contained herein.

**17. The Contractor shall include a section or attachment showing the methodologies used to assess common elements. This information shall be ordered by subdivision.**

Any other information, facts, or factors may be used in determining the fair market value in money of the real property to be appraised.

## BOARD OF SUPERVISORS AGENDA ITEM

**Meeting Date:** January 8, 2014

<b>SUBJECT:</b>	FCPS MUNIS Implementation Funding Supplement
<b>MOTION(s):</b>	<b>I move to increase funding for Fluvanna County Public Schools MUNIS System implementation in the amount of \$20,000, such funds to come from the FY14 Board of Supervisors Contingency budget.</b>
<b>STAFF CONTACT:</b>	Gena Keller, School Superintendent
<b>RECOMMENDATION:</b>	Approval
<b>TIMING:</b>	Routine
<b>DISCUSSION:</b>	<p>The Board of Supervisors originally approved in the FY14 CIP Budget in the amount of \$185,000 for MUNIS System implementation for Fluvanna County Public Schools. The revised cost of implementation is \$176,000, plus \$29,000 estimated for MUNIS staff travel during the implementation phase. The estimated travel cost is based on County experience and accommodates eighteen (18) Munis staff trips in support of implementation.</p> <p>That brings the total project implementation cost to \$205,000.</p>
<b>FISCAL IMPLICATIONS:</b>	Additional funding in the amount of \$20,000 is required for full project implementation, such funds to be provided from FY14 BOS Contingency.
<b>POLICY IMPLICATIONS:</b>	N/A
<b>LEGISLATIVE HISTORY:</b>	None
<b>ENCLOSURES:</b>	None

## BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: January 8, 2013

<b>SUBJECT:</b>	Increase in Pay due to Significant Increase in Duties
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve a 10% salary increase due to accretion of duties for Deputy Clerk II Deborah G. Wood to be effective December 29, 2013, with the increase amount of \$1,900 for the remainder of FY14 to be transferred from the FY14 Personnel Contingency to FY14 Clerk of the Circuit Court to fund the salary increase through the remainder of FY14.</b>
<b>STAFF CONTACT:</b>	Bouson E. Peterson, Jr., CLERK and Gail Parrish, HR Manager
<b>RECOMMENDATION:</b>	Approve 10% salary increase
<b>TIMING:</b>	Retroactive to December 29, 2013
<b>DISCUSSION:</b>	Deputy Clerk Wood has received significant additional responsibilities and duties changes over the past two years. Ms. Wood has obtained over 20 different Certificates of Completion required to perform the additional duties that have been assigned to her. These duties require a higher level of knowledge and skill to perform. I am requesting a 10% increase in salary to compensate for the significant changes in job requirements and additional knowledge and skills required to perform the duties. (see attached Letter)
<b>FISCAL IMPLICATIONS:</b>	Approximately \$1,900 for remainder of FY 14.
<b>POLICY IMPLICATIONS:</b>	None
<b>LEGISLATIVE HISTORY:</b>	N/A
<b>ENCLOSURES:</b>	05- Letter of Request; Deputy Clerk 05- Deputy Clerk Budget Personnel Request



The following are the specific duties provided for the Fluvanna County Circuit Court Clerk's office by Deputy Clerk Deborah G. Wood which I believe HIGHLY qualify her for the ~~designation as a Deputy Clerk III.~~ a 10% salary increase.

#### ESSENTIAL FUNCTIONS/TYPICAL TASKS:

Processing legal documents; entering data; attending court and performing clerk duties; maintaining records and files; assisting the public.

- Drafts and proofreads criminal (and civil orders as necessary) and a wide variety of miscellaneous documents; assists clerk and judge in court. **Prepares restricted license orders for DMV for defendants who petition the court in a criminal or civil case for driving privileges (this is a very specific duty).**
- Maintains adequate supplies and inventory for court room and criminal case filing. Notifies designated Deputy Clerk who places orders of the need for supplies.
- Assists the public, in the office and on the phone with information on all matters of which they may inquire, such as use of the public records, issuance of marriage licenses, passport applications, notary public qualifications, processing of Concealed Handgun Permits, juror questions, etc.
- Certifies copies of records, administers oaths to various officers, etc.; collects fees, fines and court costs for the state and local governments using the cash register and FMS.
- Receives and docket criminal cases as they are filed; sets-up file folders and CMS database; prepares CMS to print out papers for service of process; receives and files written motions, notices, certificates, praecipes and any other documents submitted to the court for ongoing cases; coordinates case files and the court schedule, **coordinates with the Judge's Administrative assistant and schedules court hearings as needed in criminal cases on motions filed by counsel, contacts attorneys as to their court appointments to cases and provides information as necessary from court files, analyzes case load statistic reports as provided by the Supreme Court of Virginia.**
- Issues subpoenas, witness summonses, etc.; processes the returns of legal service; receives and files search warrant affidavits and the return of search warrants.
- **Provides information to the Supreme Court of Virginia regarding data required for formulating Annual Jury Pool list. Receives, enters and maintains annual pool juror data for the Jury Management System, prepares term of court and individual trial jury lists, supplies Sheriff's office with lists of juror from which they are to summons citizens for each individual case, receives updated questionnaires from summonsed jurors and assesses qualifications at time of their selected jury service, contacts jurors that may have questions regarding their service or have requests for deferment or**

excusal, maintains jury service information line as to case status, prepares and provides trial juror lists for counsel prior to trial date, assists judge with selection process of jurors on trial date, and facilitates maintaining the comfort of the jurors during their service.

- Analyzes docket and arranges for transport of defendants and witnesses from incarceration facilities for their court appearances; arranges for transport of defendants for psychological evaluations when ordered by the court; prepares proper documentation to provide to the facility and coordinates with the facilities records department for facility transport, or for transport by the Fluvanna County Sheriff's Office or the Virginia Department of Corrections as necessary.
  
- Performs related tasks as required.

Deputy Clerk Wood has availed herself of every opportunity that has been known to her, for continued education in her field. Documentation is hereby attached as to her attendance and completion of continuing education seminars, classes and regional meetings. However, to my knowledge, at this time there are no programs available to the Clerk's Office for certification as a Certified Deputy Clerk.

Deborah G. Wood was hired as a Deputy Clerk II on April 16, 2007 and, since then, she has very purposely dedicated herself to learning all that she can about her job and she has vastly improved her job skills and knowledge; and every year for the last six and one-half (6-1/2) years she has taken on very important additional responsibilities and duties, such as managing the Virginia Jury Management System, so that she now runs the jury system in Fluvanna County. All in all, she richly deserves to be promoted to a Deputy Clerk III position!

Respectfully submitted,

Bouson E. Peterson, Jr., CLERK  
Bouson E. Peterson, Jr., Clerk

NOVEMBER 25, 2013  
Date

**ATTACHMENTS:**

- 23 Certificates of completion from the Supreme Court of Virginia
- Certificate of Completion of Web-based Passport Application Acceptance Training
- Certificate of Appreciation for refresher training from Passport Services, U.S. Department of State
- 2013 Regional VASAP/DMV Training on August 22, 2013 in Richmond, VA



# Radon Testing & Risk in Fluvanna County

12/18/13

Ryan Paris – Radiation Safety Specialist & Radon  
Coordinator

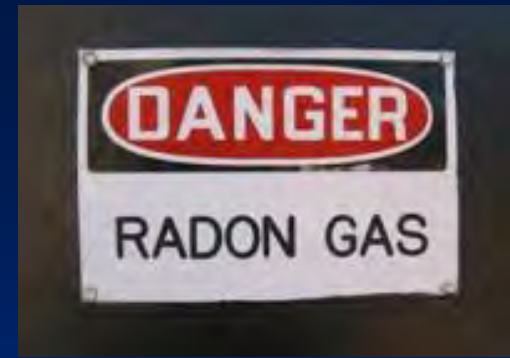
Virginia Dept. of Health, Div. of Radiological Health

[ryan.paris@vdh.virginia.gov](mailto:ryan.paris@vdh.virginia.gov)



<b>Rn</b>	<b>86</b> (222)
	Density 9.73 g/L
	Boiling point -62°C
	Melting point -71°C
F.E. Dorn, 1900	
<small>California Geological Survey Mineral Resources and Mineral Hazards Mapping Program</small>	
(Xe) 4f <sup>14</sup> 5d <sup>10</sup> 6s <sup>2</sup> 6p <sup>6</sup>	
<b>Radon</b>	
	LY

# Radon....

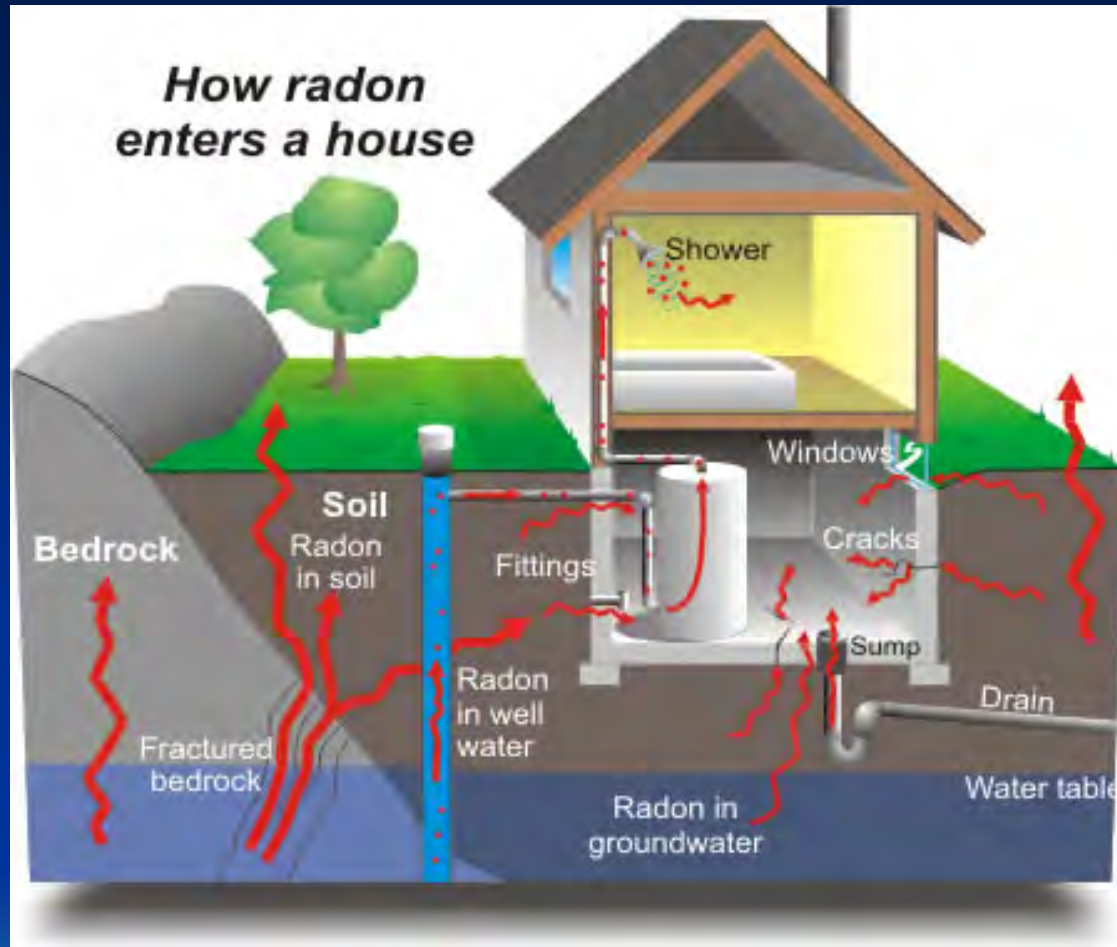


- is a naturally occurring radioactive decay product of Uranium & has a radioactive half-life of approx. 3.8 days
- tends to accumulate at higher concentrations in the *lowest levels of the home*
- Radon's short-lived radioactive decay products (RDPs) are *solids* that can adhere to dust particles and lung tissue
- Radon and two RDPs (Po-218 & Po-214) all emit alpha particles which have limited range/penetrating power, but they can do great damage to lung tissue if inhaled

# Radon may be found in...

- ANY type of home whether it is built over a slab, basement or crawlspace.
- certain types of rocks, (in VA - mostly some types of granite and shale)
- soils that come from those rocks or ground water that percolates through them





Nearly 1 in 15 US homes is estimated to have elevated levels of radon.

# Benchmark Radon Levels:

- Average US indoor radon levels ~ 1.3 pCi/L
- Average US outdoor radon levels ~ 0.4 pCi/L
- USEPA recommended indoor action level is 4.0 pCi/L or higher. Most other countries that have set radon action levels now use 5.3 pCi/L (based on S.I. standard of measurement)
- Typical post-mitigation radon levels average between 0.5 -2.0 pCi/L. It is not possible to get indoor radon levels down to zero.





# Lung Cancer Risk Associated with Radon Exposure

Radon is thought to be the second leading cause of lung cancer after smoking. It may cause as many as 21,000 lung cancer deaths/yr. in the USA – which includes approx. 670/yr. in Virginia!

Lung cancer risk below is calculated based on a **full 70 year lifetime of constant exposure to radon at a known level**. The risk is also thought to increase dramatically for those with a smoking history.

## IF NEVER SMOKED:

At 20 pCi/L: = 36/1000

At 10 pCi/L: = 18/1000

At 4 pCi/L: = 7/1000

At 1.3 pCi/L: = 2/1000

## CURRENT SMOKER:

= 260/1000

= 150/1000

= 62/1000

= 20/1000



# Where is the Greatest Radon Risk in VA?

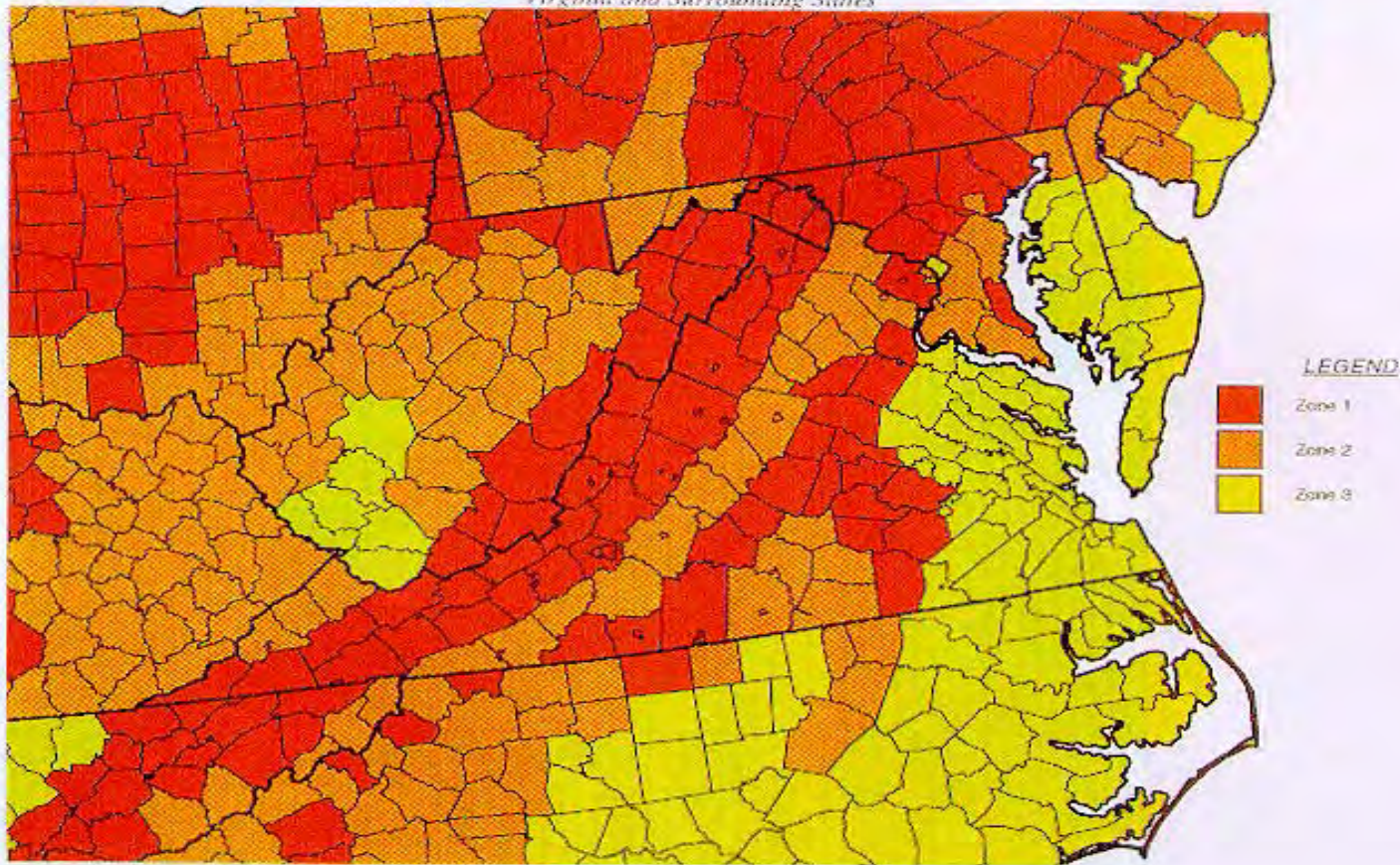
- USEPA has classified all counties in USA as either High (Zone 1), Moderate (Zone 2) or Low (Zone 3) risk for Radon based on underlying geology and limited test data available in the early 1990's. VA has 46 high risk counties, 24 moderates and 26 at low risk. More recent testing data now indicates that this map probably needs some revision.
- Testing your home is even MORE important if you live in a zone 1 or 2 area and/or you spend most of your time in a basement or on the ground floor.



# USEPA Radon Zone Map for the Mid Atlantic States

## EPA Map of Radon Zones

*Virginia and Surrounding States*



# Radon Test Results for Fluvanna County

	Tests	Avg. (pCi/L)	< 4.0 pCi/L	> 4.0 pCi/L
Fluvanna Co.	128	3.4	77%	23%
Current Zip Codes:				
22963	98	4.1	74.5%	25.3 %
22974	14	2.5	92.9 %	7.1 %
23022	2	1.9	100 %	
23055	14	3.5	71.4%	28.6 %

Test kits provided & analyzed by Air Chek from 1986-2013  
Any sample number below 50 is not statistically significant

**MORE TESTING IS NEEDED!**



# How to Test?

- Professional radon testers that are currently certified according to VA law may be found on the websites of the **National Radon Proficiency Program (NRPP)** ([www.nrpp.info](http://www.nrpp.info)) or the **National Radon Safety Board (NRSB)** ([www.nrsb.org](http://www.nrsb.org)).
- EPA recommends any one of these choices:
  - ONE short term (48 hr. minimum) continuous radon monitor (CRM) test
  - Or an average of TWO short term tests using other technologies
  - Or ONE long-term test (90 day minimum)
- A long term test lasting an entire year is the most accurate test method – especially in borderline cases!
- Consumers can purchase activated charcoal s.t. (\$10-15) or alpha track I.t. test kits (\$20-30) directly from approved vendors.



# Radon Test Devices

Continuous Radon Monitors →



Electret Ion Chambers →



← Continuous Digital Radon Monitor

Long-term Alpha Track Detectors →



Activated Charcoal Test Kits →



# Passive Radon Reduction New Construction (RRNC)

- VA currently gives all Zone 1 VA counties/cities the **OPTION** of requiring RRNC for all new homes built under their jurisdiction. As of 2009, only two eligible counties (Rockbridge and Shenandoah) and 6 cities (Blacksburg, Buena Vista, Lexington, Radford, Roanoke and Salem) have adopted that ordinance into their building codes.
- Citation: 2009 Virginia Construction Code R324.1 – allows for local enforcement of Appendix F of the IRC. **NOTE: Homes built over ventilated crawl spaces are exempt!**
- It is easier, less expensive (\$500-1000.) and less intrusive to install radon piping that can be hidden in the walls as the house is built!
- Test home after construction is completed.
- If necessary, a certified mitigator can convert to an active system by installing in-pipe fan (usually located in the attic) to provide suction and improve effectiveness



# RRCT/RRNC Diagram

## What are Radon-resistant construction techniques?

The techniques may vary for different foundations and site requirements, but the basic elements are:

### Gas Permeable Layer

This layer is placed beneath the slab or flooring system to allow the soil gas to move freely underneath the house. In many cases, the material used is a 4-inch layer of clean gravel.

### Plastic Sheetting

Plastic sheeting is placed on top of the gas permeable layer and under the slab to help prevent the soil gas from entering the home. In crawlspaces, the sheeting is placed over the crawlspace floor.

### Sealing and Caulking

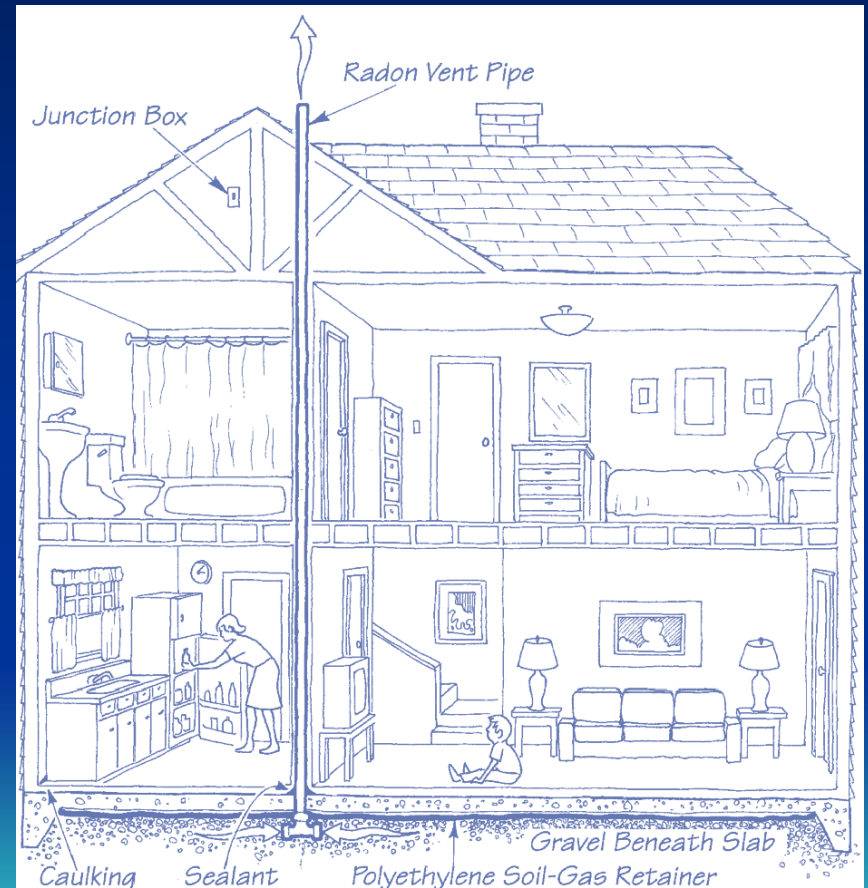
All openings in the concrete foundation floor are sealed to reduce soil gas entry into the home.

### Vent Pipe

A 3- or 4-inch gas-tight or PVC pipe (commonly used for plumbing) runs from the gas permeable layer through the house to the roof to safely vent radon and other soil gases above the house.

### Junction Box

An electrical junction box is installed in case an electric venting fan is needed later.





# Radon Law in Virginia:

- NO state or federal law currently **REQUIRES** radon testing or mitigation prior to a real estate sale. *It is entirely negotiable between the parties involved!*
- To date, very few eligible Zone 1 VA counties/cities have adopted **Radon Resistant Construction Techniques (RRCT)** into their building codes.
- VA law requires all school classrooms to be tested for radon.



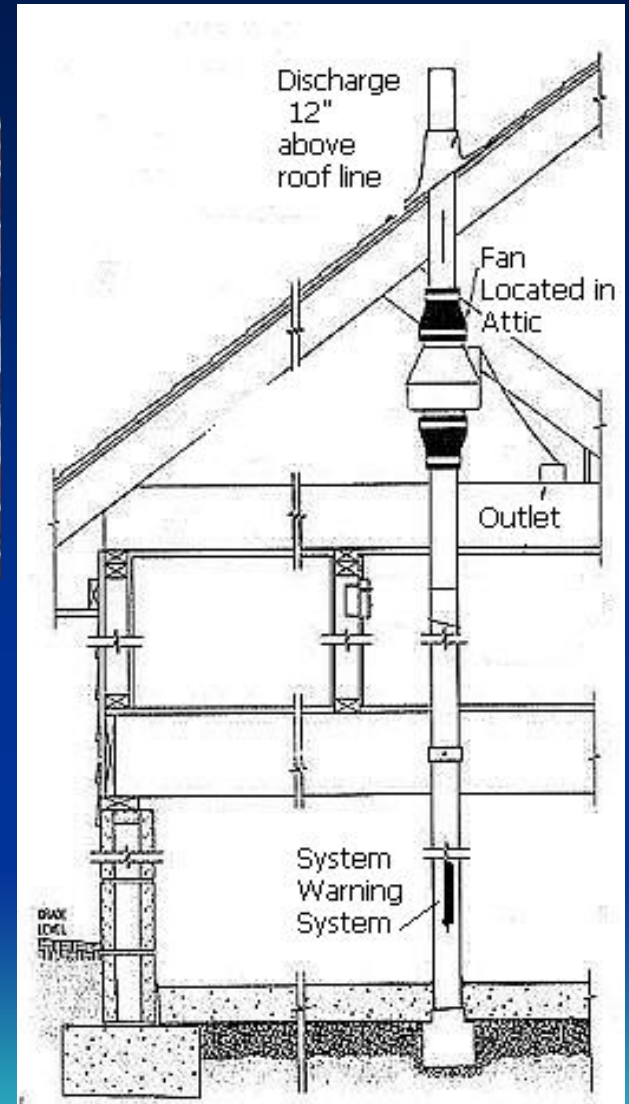
# Radon Mitigation for an Existing Home



Proper exterior riser pipe



Fan with coupling from PVC to gutter downspout piping



Interior piping schematic

# Further Information

- Va. Dept. of Health – Office of Radiological Health: 804-864-8150 Toll-free in VA: 800-468-0138
- Free USEPA Radon publications (most can be read or downloaded on-line): [www.epa.gov/radon/pubs](http://www.epa.gov/radon/pubs)
- 1-800-SOS Radon
- National Safety Council 1-800-55RADON
- Spanish 1-800-725-8312
- Safe Drinking Water Hotline 1-800-426-4791



# QUESTIONS?





# Fluvanna County Administration

## County Vehicle Usage & Tracking

January 8, 2014



# Fluvanna County Vehicle Fleet

- **Fluvanna County Administration owns & operates 32 licensed vehicles**
  - Public Works Director has been tasked with maintaining and managing the vehicle fleet
  - Some maintenance is performed in-house - Larger jobs are contracted
  - New vehicles have County decals applied to both sides
- **School System, Sheriff's Department, Fire Companies and Rescue Companies procure & manage their own fleets**

# List of County Administration Vehicles



Make	Type	Model	Color	Model Year	VA Title Number	VIN	Tag No.
Chevrolet	TRK-S	Colorado	White	2012	90953347	1GCGTBF96C8158517	172-799L
Chevrolet	TRK-S	Colorado	White	2009		1GNDV23WZ8D204234	151-920L
Chevrolet	TRK-S	Colorado	White	2007		1GCDT19EX78155406	21-171L
Chevrolet	TRK-S	S-10	White	2001		1GCDT19W418148399	102-054L
Dodge	SUV	Journey	White	2013	91036564	3C4PDDBG4DT518576	178-734L
Chevrolet	TRK-S	Colorado	Blue	2006		1GCDT196568255498	132-277L
Ford	TRK-S	F-150	Blue	2006	90925967	1FTRF122X6NA39071	179-534L
Chevrolet	SDN-4D	Impala	Tan	2004	78817206	2G1WF55K449290733	168-975L
Ford	TRK-S	Ranger	Tan	2000		1FTZR15V9YPA84989	97-343L
Ford	TRK-S	Ranger	Red	2000		1FT2R15VOYPB27101	119-462L
Ford	TRK-M	F350XL	White	1995	90781915	1FTJW35FOSEA11751	
Chevrolet	TRK-M	C-30	Red	1986		1GBHK34WXGS174612	21-187L
GMC	TRK-L	C7D042	Orange	1981		1GDL7D1G9BV601100	82-543L
GMC	VAN	Savannah	White	2014	91059616	1GJW7PFA0E1128232	179-760L
Ford	SDN-4D	Taurus	White	2006		1FAHP53U17A186524	132-996L
Ford	TRK-S	F150	Gray	2002		1FTPF18L02NB43862	163-108L
Ford	SDN-4D	Taurus	Silver	2001	90864308	1FAFP56S21A143948	25-031L
Ford	SDN-4D	Taurus	Red	2001	90927367	1FAFP55U31A108662	30-618L
Dodge	SDN-4D	Intrepid	Grey	2000		2B3HD46R8YH355205	122-268L
Dodge	TRK-M	Ram 3500	Green	2002	90870029	3B6MF36552M233705	26-360L
Ford	VAN	Sport Van	White	1998	91019512	1FBSS31S6WHA59469	178-151L
Ford	TRK-S	F150XL	Red	1996	90770240	1FTEF14H9TLC20931	116-579L
Chevrolet	TRK-M	CK3500HD	White	2014	91060951	1GB3KZC88EF130744	179-771L
Ford	TRK-S	F150XL	White	2007	90854144	1FTRF14W27NA37378	21-474L
Chevrolet	TRK-S	S-10	White	1995	90621115	1GCCT14Z2SK233212	77-516L
Ford	TRK-M	F250XL	White	2012	90953093	1FTBF2B67CEB84087	172-778L
Ford	SDN-4D	Crown Vic	Black	2004	90838852	2FAHP71W44X166612	168-814L
Ford	TRK-S	F150XL	Tan	1998	90769802	2FTZF18W1WCA76106	116-578L
Ford	TRK-M	F350XL	Blue	1997	90926155	1FTJX35F0VEB71405	122-298L
Dodge	TRK-S	2500 Diesel	Blue	1995		1B7KF26CXSS198128	100-063L
Dodge	TRK-S	1500	Green	1995	90726776	1B7HF16Y1SS105500	100-064L
Ford	SDN-4D	Taurus	White	2001	90885309	1FAFP52281A244966	147-649L



# Vehicle Usage

- **Vehicles may be used only for County business**
- **Employees are not permitted to take vehicles home**
  - Unless specifically allowed by County Administrator or designee
- **Driver's Licenses verified & DMV records checked at hiring & periodically thereafter (insurance audit, accident, citation in County vehicle, etc.)**
- **The County's current Vehicle Usage Policy is under review for modernization**





# Monitoring & Tracking Vehicle Usage

- **Department/Employee to whom vehicle is assigned is responsible for tracking and reporting monthly mileage & maintenance issues to PW Department**
- **Mileage Reports are used for scheduling and tracking vehicle maintenance**



# Vehicle Mileage & Condition Reports

## Maintenance Tracking Procedures

- Vehicle assignee completes form and submits to Public Works
- Public Works follows up on noted issues & routine maintenance
- Public Works personnel perform detailed inspection of each vehicle prior to annual State inspection
- Routine, minor maintenance is performed in-house, schedule permitting. Other maintenance is contracted to local auto repair shops
- A maintenance file is kept for each vehicle

## Fluvanna County - Fleet Maintenance Vehicle Condition Checklist



Dept: \_\_\_\_\_  
 Date: \_\_\_\_\_ Plate #: \_\_\_\_\_  
 Inspector: \_\_\_\_\_ VIN: \_\_\_\_\_  
 Odometer: \_\_\_\_\_ VA Insp. Due: \_\_\_\_\_

Item:	Yes	No	N/A
01 First Aid Kit - Clean, Stocked & Serviceable			
02 Fire Extinguisher - Sealed, Charged & Property Mounted			
03 Mirrors - Serviceable & Tight in Brackets			
04 Floors & Upholstery - Clean & Free of Debris			
05 Brakes - Operational (incl Parking Brake) & Proper Fluid Level			
06 Lights and Horn - Operational			
07 Coolant - Proper Level w/Core and Hoses Serviceable			
08 Battery - Snug & Clean Connections with Adequate Fluid			
09 Engine Oil - Clean & at Proper Level			
10 Tires - Properly Inflated & in Good Condition			
11 Wipers/Washers - Operational & Washer Fluid at Proper Level			

List of Operational Issues, Maintenance Needed and/or Other Comments:

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# Tracking Fuel Usage

- Each vehicle is assigned an individual electronic key fob
- Key fob must be used when fueling vehicle at the School Division's fuel pumps
- Each key fob has a unique PIN
- The vehicle's PIN & the current odometer reading must be entered at each fueling
- School Division provides periodic reports to Finance Department
- Data is used to track vehicle mileage and fuel costs



# Vehicle Fuel Reports

## Tracking Spreadsheet

Vehicle ID	Tag #	Location	Fuel Type	Mileage	Date	Gallons	FCSS Cost	Extended Cost	Transactions per month	
100425	102045L	1	1	141,364	5/6/2013	11.80	\$2.7534	\$32.49		
	102045L	1	1	141,571	5/30/2013	12.00	\$2.7728	\$33.27		
						<b>23.80</b>		<b>\$65.76</b>	<b>2</b>	
	102-054L	1	1	141,814	6/14/2013	12.90	\$2.7728	\$35.77		
	102-054L	1	1	142,056	6/21/2013	12.00	\$2.7728	\$33.27		
						<b>24.90</b>		<b>\$69.04</b>	<b>2</b>	
	102-054L	1	1	142,306	7/2/2013	12.10	\$2.5799	\$31.22		
	102-054L	1	1	142,517	7/18/2013	9.00	\$2.5799	\$23.22		
	102-054L	1	1	142,663	7/23/2013	11.50	\$2.5799	\$29.67		
	102-054L	1	1	142,878	7/29/2013	10.80	\$2.5799	\$27.86		
						<b>43.40</b>		<b>\$111.97</b>	<b>4</b>	
	102-054L	1	1	143,113	8/8/2013	12.10	\$2.5799	\$31.22		
	102-054L	1	1	143,337	8/14/2013	12.70	\$2.7049	\$34.35		
	102-054L	1	1	143,580	8/22/2013	13.00	\$2.7049	\$35.16		
						<b>37.80</b>		<b>\$100.73</b>	<b>3</b>	
	102-054L	1	1	143,810	9/19/2013	12.20	\$2.7049	\$33.00		
	102-054L	1	1	144,030	9/23/2013	11.00	\$2.6732	\$29.41		
	102-054L	1	1	144,264	9/26/2013	11.30	\$2.6732	\$30.21		
					<b>2,900</b>		<b>34.50</b>		<b>\$92.61</b>	<b>3</b>



# Vehicle Fuel Reports

## Summary Spreadsheet

Vehicle ID	May Cost & Gallons Used	June Cost & Gallons Used	July Cost & Gallons Used	August Cost & Gallons Used	September Cost & Gallons Used	YTD Vehicle Costs & Gallons Used	Avg. Monthly Cost & Gallons Used	YTD Miles Driven	Avg. Monthly Miles Driven
<b>2001 Chevy S10</b>								2,900	1,450
100425	\$ 65.76	\$ 69.04	\$111.97	\$ 100.73	\$ 92.61	\$ 440.12	\$ 88.02		
	23.8	24.9	43.4	37.8	34.5	164.4	32.88		
<b>1995 Dodge Ram 150</b>								1,884	376.80
105500	\$160.82	\$ 73.01	\$114.29	\$ 77.40	\$ 75.74	\$ 501.26	\$ 100.25		
	58.2	28.3	44.3	30	28	188.8	37.76		





# Alternate Fueling Method - State Fuel Contract

- Serves as back-up to Schools' fuel farm, and allows vehicles to be fueled when travelling outside the County
- Most gas stations participate in State Contract program
- State Contract fuel prices regardless of where fuel is purchased
- Each vehicle has a unique Fuel Card with unique PIN
- The vehicle's PIN and current odometer reading must be entered when fueling at a gas station
- State Contract management sends periodic report to Finance Department



# State Fuel Contract Usage Report

## Fuel Report - Detail [by Sub-Agency]

By: Posted Transaction Dates 12/1/2012 to 11/26/2013

COMMONWEALTH OF VA

Report is restricted to County of Fluvanna

Vehicle ID	Card #	Driver	Source	Location	Odom	MPG	Product	Date	Time	Quan	Orig Cost	Cost	
Account No. 21566 * Account Code 21566 * County of Fluvanna													
Customer ID 21566													
<b>355205: 2001 Dodge Intrepid</b>													
	1		VYGR	MOBIL	128,813	0	01 UNLEADED	6/21/2013	0800	12.45	\$41.45	\$35.83	
	1		VYGR	Retail RICHMOND, VA	129,147	26.6	01 UNLEADED	7/1/2013	2128	12.58	\$41.40	\$36.54	
	1		VYGR	AMOCO GORDONSVILLE,	129,468	25.9	01 UNLEADED	7/9/2013	2126	12.41	\$41.95	\$37.01	
	1		VYGR	Sheetz ZION CROSSRDS,	129,776	24.6	01 UNLEADED	7/16/2013	1857	12.50	\$41.25	\$39.11	
	1		VYGR	MOBIL	129,992	23.5	01 UNLEADED	7/23/2013	0718	9.20	\$31.00	\$27.95	
	1		VYGR	Retail PALMYRA, VA	130,626	44.2	01 UNLEADED	10/8/2013	1342	14.35	\$44.47	\$41.41	
										<b>Total for: 2001 Dodge Intrepid</b>	<b>73.49</b>	<b>\$241.52</b>	<b>\$217.85</b>
ADMINISTRATION				100120						<b>Totals for Dept:ADMINISTRATION : 100120</b>	<b>73.49</b>	<b>\$241.52</b>	<b>\$217.85</b>
<b>139071: 2006 Ford F150</b>													
	75		VYGR	AMOCO PALMYRA, VA	109,778	0	01 UNLEADED	3/7/2013	1252	14.00	\$51.81	\$44.19	
	75		VYGR	AMOCO	115,365	0	01 UNLEADED	6/4/2013	1135	22.99	\$74.01	\$68.14	
										<b>Total for: 2006 Ford F150</b>	<b>36.99</b>	<b>\$125.82</b>	<b>\$112.33</b>
<b>233389: 2007 Chevy Colorado</b>													
	76		VYGR	MOBIL SCOTTSVILLE, VA	87,819	0	01 UNLEADED	3/7/2013	1131	13.84	\$49.00	\$43.69	
	76		VYGR	AMOCO PALMYRA, VA	88,791	59.7	01 UNLEADED	3/25/2013	0952	16.29	\$58.00	\$50.19	
	76		VYGR	Wilco Disputanta, VA	93,874	0	01 UNLEADED	5/7/2013	1719	10.32	\$33.00	\$30.96	
	76		VYGR	Wilco Disputanta, VA	94,148	19.2	01 UNLEADED	5/10/2013	1558	14.29	\$46.00	\$42.72	
	76		VYGR	Ultramar/Beacon	94,388	19.1	01 UNLEADED	5/15/2013	1616	12.58	\$42.03	\$39.45	
	76		VYGR	Ultramar/Beacon	94,602	19.6	01 UNLEADED	5/17/2013	0727	10.94	\$37.00	\$34.60	
	76		VYGR	Ultramar/Beacon	94,834	19.6	01 UNLEADED	5/22/2013	1637	11.84	\$40.01	\$36.37	
	76		VYGR	Wilco Disputanta, VA	95,059	19.6	01 UNLEADED	5/24/2013	1649	11.47	\$39.00	\$33.32	
	76		VYGR	AMOCO PALMYRA, VA	100,337	0	01 UNLEADED	7/12/2013	0524	13.77	\$46.00	\$42.94	
										<b>Total for: 2007 Chevy Colorado</b>	<b>115.34</b>	<b>\$390.04</b>	<b>\$354.24</b>
ANIMAL CONTROL				100310						<b>Totals for Dept:ANIMAL CONTROL : 100310</b>	<b>152.33</b>	<b>\$515.86</b>	<b>\$466.57</b>





## **Data Reporting & Analysis**

- **All fueling and mileage data is collected, collated & reviewed monthly by Finance Department**
- **Unusual changes in mileage driven and/or fuel usage are noted and investigated**
- **Usage data and reports also sent to individual Department Heads for review**



## Key Fob



## Gas Card





# Fuel Cost Comparisons

- Pending



# Geographic Positioning System (GPS)

- **County currently does not use GPS for vehicle tracking**
- **GPS is the most accurate method for continuously tracking location and usage of vehicle**
- **We are field testing a sample GPS unit on a FCPW truck**
- **Based on recent contractor proposal, cost to set up GPS on County Admin vehicles would be:**
  - approximately \$9,900 for Year 1 (includes purchase of 30 units)
  - Approximately \$3,000 per subsequent year (30 Units)



# Sample GPS Data Report

Report: Last 10 Positions

Date-Time: 12/2/2013 8:56:24 AM

Position	Unit	Serial Number	Report Time	Status	Speed	Heading	Latitude	Longitude	Location
1	E80082	SB313201580082	12/2/2013 8:39	Main Power Reconnect	0	N	37.8586	-78.26475	33 Main St, Uninc Fluvanna County, Virginia, United States, 22963
2	E80082	SB313201580082	12/2/2013 8:35	Ignition On	0	N	37.81142	-78.2402	8800 James Madison Hwy, Uninc Fluvanna County, Virginia, United States, 23055
3	E80082	SB313201580082	12/2/2013 7:56	Periodic Report	8	SW	37.81168	-78.24026	8800 James Madison Hwy, Uninc Fluvanna County, Virginia, United States, 23055
4	E80082	SB313201580082	12/2/2013 7:54	Periodic Report	0	N	37.8125	-78.24091	8914 James Madison Hwy, Uninc Fluvanna County, Virginia, United States, 23055
5	E80082	SB313201580082	12/2/2013 7:52	Periodic Report	0	N	37.81265	-78.24197	60 Cariesbrook Rd, Uninc Fluvanna County, Virginia, United States, 23055
6	E80082	SB313201580082	11/27/2013 13:43	Main Power Disconnec	0	N	37.85857	-78.26475	33 Main St, Uninc Fluvanna County, Virginia, United States, 22963
7	E80082	SB313201580082	11/27/2013 9:50	Ignition On	0	N	37.86082	-78.26463	206 Main St, Uninc Fluvanna County, Virginia, United States, 22963
8	E80082	SB313201580082	11/27/2013 9:23	Periodic Report	26	N	37.85848	-78.26521	33 Main St, Uninc Fluvanna County, Virginia, United States, 22963
9	E80082	SB313201580082	11/27/2013 9:21	Periodic Report	54	SE	37.86082	-78.27355	418 Thomas Jefferson Pky, Uninc Fluvanna County, Virginia, United States, 22963
10	E80082	SB313201580082	11/27/2013 9:20	Start Moving	44	SE	37.86707	-78.29003	1404 Thomas Jefferson Pky, Uninc Fluvanna County, Virginia, United States, 22963



# Sample Map - Vehicle Location Tracking

skypatrol™



Home



Reports



Admin



Logout



Help

Home

DATE

Region: West, South, North & Midwest

E Pulaski County Virginia (RUD-1)

Check/Uncheck All

Vehicle Types:

Alarm and Events

Definitions

Routes

Landmarks

Device Based Centroids

Welcome Home to Pulaski County Virginia (ECI)

Mon Dec 23 December 2, 2008 9:59:01 AM





**Questions?**

## BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: January 8, 2014

<b>SUBJECT:</b>	Adoption of the Fluvanna County Board of Supervisors regular meeting minutes.
<b>MOTION(s):</b>	<b>I move the regular meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, December 18, 2013 be adopted.</b>
<b>STAFF CONTACT:</b>	Mary L. Weaver, Clerk to the Board of Supervisors
<b>RECOMMENDATION:</b>	Approval
<b>TIMING:</b>	Routine
<b>DISCUSSION:</b>	None
<b>FISCAL IMPLICATIONS:</b>	N/A
<b>POLICY IMPLICATIONS:</b>	N/A
<b>LEGISLATIVE HISTORY:</b>	None
<b>ENCLOSURES:</b>	Draft minutes for December 18, 2013



**FLUVANNA COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING MINUTES  
Circuit Court Room  
December 18, 2013, 6:00 pm  
(Continued Meeting from December 4, 2013)**

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

**ALSO PRESENT:** Steven M. Nichols, County Administrator  
Fred Payne, County Attorney  
Mary Weaver, Clerk to the Board of Supervisors

Chairman Kenney reconvened the meeting of Wednesday, December 4, 2013, to order on December 18, 2013 at 6:00 p.m., in the Circuit Courtroom in Palmyra, Virginia

**UNFINISHED BUSINESS**

*Aqua Virginia Proposal* – Mr. Fred Payne, County Attorney, reviewed with the Board the Aqua Virginia counter offer proposal and the changes that were made. Mr. Payne explained the changes that he made fell into one of four categories: necessary to make lawful, issues that would be so inequitable to the county tax payers, required by the PPEA and issues of good practice.

**MOTION:**

Mr. Chesser moved to direct County Attorney to submit to Aqua Virginia the counter offer proposal to Aqua Virginia’s PPEA Proposals for Zion Crossroads Water System. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Chesser, Ullenbruch and Weaver. NAYS: None. ABSENT: None.

**CLOSED SESSION**

None

**ADJOURN**

**MOTION:**

At 5:59 p.m. on December 18, 2013, Mr. Weaver moved to adjourn the continued meeting of Wednesday, December 04, 2013. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Chesser, Ullenbruch and Weaver. NAYS: None. ABSENT: None.

**FLUVANNA COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING MINUTES  
Circuit Court Room  
December 18, 2013, 7:00 pm, regular meeting**

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

**ALSO PRESENT:** Steven M. Nichols, County Administrator

Fred Payne, County Attorney  
Mary Weaver, Clerk to the Board of Supervisors

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

Chairman Kenney called the meeting of Wednesday, December 18, 2013, to order at 7:05 p.m., in the Circuit Courtroom in Palmyra, Virginia; and the Pledge of Allegiance was recited, after which, Chairman Kenney called for a moment of silence.

### **SPECIAL PRESENTATION**

Chairman Kenney presented Mr. Chesser with a plaque in appreciation of his four years of service as the Rivanna District Board of Supervisor.

Mr. Ullenbruch presented Chairman Kenney with a plaque in appreciation of his four years of service as the Columbia District Board of Supervisor.

Mrs. Booker addressed the Board in regards to the departing Board members.

### **COUNTY ADMINISTRATOR'S REPORT**

Mr. Nichols reported on the following topics:

- Additional Items were added on today's agenda: Unfinished Business – Planning Commission Appointment, New Business – JRWA Board Appointment and Columbia Task Force Appointment
- Introduced the new Planning and Zoning Administrator, Mr. Jason Stewart. He started work on December 16<sup>th</sup>, 2013.
- Village Holiday Musical Celebration sponsored by the Historical Society and tree lighting, sponsored by Fluvanna County Staff was a great success despite the rain and cold.
- Fluvanna County Public Library is now a partner with NASA.
- Today was Parks and Recreation Seniors Holiday Luncheon. Carolyn Richardson led this event that is supported by JABA, JAUNT, E.W. Thomas, Fork Union Rotary Interact Club, and other community volunteers.

### **PUBLIC COMMENTS #1**

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

- Mr. Sam Patterson, Palmyra District – addressed the Board in regards to the Aqua Virginia PPEA Proposal. Feels this should be a voter referendum.

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

### **PUBLIC HEARING**

SUP 13:08/Mary E. Marks, Commercial Kennel – Mr. Steven Tugwell, Senior Planner, addressed this request for a Special Use Permit to allow for a Commercial Kennel.

Chairman Kenney opened the floor for the public hearing.

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

#### **MOTION:**

Mr. Chesser moved to approve SUP 13:08, a Special Use Permit request to allow for a Commercial Kennel pursuant to Fluvanna County Code Section 22-4-2.2 with respect to 26.602 acres of Tax Map 21, Section 12, parcels 4 & 5, subject to the following eleven conditions.

1. Prior to development of the site, a site development plan that meets the requirements of the Fluvanna County Zoning Ordinance, must be submitted for review and approval.
2. The site must meet all Virginia Department of Transportation requirements.
3. The site must meet the requirements set forth by the Virginia Department of Health.
4. The property shall be maintained in a neat and orderly manner so that the visual appearance from the road and adjacent properties is acceptable to County officials.

5. The Board of Supervisors, or its representative, reserves the right to inspect the business for compliance with these conditions at any time.
  6. Under Sec. 22-17-4 F (2) of the Fluvanna County Code, the Board of Supervisors has the authority to revoke a Special Use Permit if the property owner has substantially breached the conditions of the Special Use Permit.
  7. Noise attenuation measures including insulation, fencing, etc. satisfactory to the Zoning Administrator to be provided prior to issuance of Certificate of Occupancy.
  8. Fencing will be six (6) foot-tall brown chain-link.
  9. Not more than 20 dogs on the premises at any given time.
  10. There shall be not more than one building related to the commercial kennel. Such building shall be no more than 36' X 22' in size and shall be set back at least 300 feet from the nearest property lines(s).
  11. Dogs shall be housed indoors between the hours of 9pm and 5am.
- Mr. Ullenbruch seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Chesser, Ullenbruch and Weaver. NAYS: None. ABSENT: None.

### **ACTION MATTERS**

Extension of Code Enforcement Officers Evaluation Period – Mr. Bobby Popowicz, Community Development and Planning Director addressed the Board in regards to this request to extend the evaluation period of the Code Compliance Officer to March 19, 2014.

**MOTION:**

Mr. Chesser moved to extend the temporary expansion of work hours for the Code Compliance Officer from the current test period ending December 31, 2013, to March 22, 2014, at an increased cost of \$1,581.24, such funds to come from the established FY14 County Planner budget. Mr. Ullenbruch seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Chesser, Ullenbruch and Weaver. NAYS: None. ABSENT: None.

Appointment to the Board of Zoning Appeals (BZA) – Mr. Steven Nichols addressed the Board in regards to this request.

**MOTION:**

Mr. Weaver moved to recommend to the Circuit Court Mr. Peter von Keyserling for reappointment to the Board of Zoning Appeals, At-Large position, with a term to begin January 01, 2014 and to terminate on December 31, 2018. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Chesser, Ullenbruch and Weaver. NAYS: None. ABSENT: None.

Appointment to the Fluvanna Partnership for Aging – Mr. Steven Nichols addressed the Board in regards to this request.

**MOTION:**

Mr. Weaver moved to appoint Ms. Deborrah Foreman to the Fluvanna Partnership for Aging, Cunningham District position, with a term to begin January 1, 2014 and to terminate on December 31, 2017. Mr. Ullenbruch seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Chesser, Ullenbruch and Weaver. NAYS: None. ABSENT: None.

Appointment to the Jefferson Area Disability Services Board – Mr. Steven Nichols addressed the Board in regards to this request.

**MOTION:**

Mrs. Booker moved to appoint Mr. Frederick (Rick) Kelly to the Jefferson Area Disability Services Board, At-Large position, with a term to begin immediately and to terminate on December 31, 2016. Mr. Weaver seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Chesser, Ullenbruch and Weaver. NAYS: None. ABSENT: None.

Appointment to the Social Services Board – Mr. Steven Nichols addressed the Board in regards to this request.

**MOTION:**

Mrs. Booker moved to reappoint Mr. Leonard Gardner to the Social Services Board, Rivanna District position, with a term to begin January 1, 2014 and to terminate on December 31, 2017. Mr. Ullenbruch seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Chesser, Ullenbruch and Weaver. NAYS: None. ABSENT: None.

Appointment to the Parks and Recreation Advisory Board – Mr. Steven Nichols addressed the Board in regards to this request.

**MOTION:**

Mrs. Booker moved to appoint Mr. David Wood to the Parks and Recreation Advisory Board, At-Large position, with a term to begin immediately and to terminate on June 30, 2016. This position replaces Scott Marshall, who resigned. Mr. Ullenbruch seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Chesser, Ullenbruch and Weaver. NAYS: None. ABSENT: None.

Appointment to the Thomas Jefferson Planning District Commission – Mr. Steven Nichols addressed the Board in regards to this request.

**MOTION:**

Mr. Chesser moved to reappoint Mr. Keith Smith to the Thomas Jefferson Planning District Commission, Citizen Representative position, with a term to begin January 1, 2014 and to terminate on December 31, 2015. Mr. Ullenbruch seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Chesser, Ullenbruch and Weaver. NAYS: None. ABSENT: None.

Appointment to the Fork Union Sanitary District – Mr. Steven Nichols addressed the Board in regards to this request.

**MOTION:**

Mr. Booker moved to reappoint Mr. Lewis Johnson to the Fork Union Sanitary District, At-Large position, with a term to begin January 1, 2014 and to terminate on December 31, 2017. Mr. Ullenbruch seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Chesser, Ullenbruch and Weaver. NAYS: None. ABSENT: None.

**PRESENTATIONS**

FY 13 Comprehensive Annual Financial Report (CAFR) – Mrs. Barbara Horlacher, Finance Director, along with Mr. David Foley, Robinson, Farmer, Cox Associates, provided an update regarding the FY2013 Comprehensive Annual Financial Report (CAFR). The Board discussed the process of balancing the General Ledger and staying current with reconciliations.

**CONSENT AGENDA**

Mr. Weaver requested the minutes be amended to reflect in Public Comments: Mr. Chris Fairchild is in the Cunningham District and under Deer Hunt at Pleasant Grove: put the date of the hunt, January 3, 2014.

The following items were approved under the consent agenda:

**MOTION:**

Mrs. Booker moved to approve the consent agenda, which consisted of:

- Minutes from December 4, 2013 as amended.
- Fiscal Impact Resolution
- Capital Reserve Maintenance Fund Request Carysbrook Field Lighting
- Capital Reserve Maintenance Fund Request/Social Services HVAC

Mr. Weaver seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Chesser, Ullenbruch and Weaver. NAYS: None. ABSENT: None.

**UNFINISHED BUSINESS**

Appointment to the Planning Commission – Mr. Steven Nichols addressed the Board in regards to this request. This vacancy is due to the resignation of Dr. Sam Babbitt.

**MOTION:**

Mrs. Booker moved to appoint Mr. Lewis Johnson to the Planning Commission, Fork Union District position, with a term to begin immediately and to terminate on June 30, 2014, filling the unexpired term of Dr. Sam Babbitt. Mr. Weaver seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Chesser, Ullenbruch and Weaver. NAYS: None. ABSENT: None.

**NEW BUSINESS**

JRWA Board Member Appointment – Mr. Steven Nichols addressed the Board in regards to Mr. Chesser's position in the JRWA.

**MOTION:**

Mr. Weaver moved to appoint Mr. Joe Chesser to the James River Water Authority Board of Directors representing Fluvanna County, with a term to begin January 1, 2014 and to terminate on December 31, 2017. Mr. Booker seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Chesser, Ullenbruch and Weaver. NAYS: None. ABSENT: None.

Columbia Task Force, Board of Supervisor Representative - Mr. Steven Nichols addressed the Board in regards to replacing Mr. Kenney on the Columbia Task Force. Board deferred to the January 8, 2014 meeting.

**PUBLIC COMMENTS #2**

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

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

**CLOSED SESSION**

None

**ADJOURN****MOTION:**

At 8:28 p.m., Mr. Chesser moved to adjourn the meeting of Wednesday, December 18, 2013. Mr. Weaver seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Booker, Chesser, Ullenbruch and Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

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

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



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

**RESOLUTION**

At a regular monthly meeting of the Fluvanna County Board of Supervisors held on Wednesday, October 16, 2013 in Palmyra, Virginia, the following action was taken:

<u>Present</u>	<u>Vote</u>
<i>Shaun V. Kenney</i>	YEA
<i>Bob Ullenbruch</i>	YEA
<i>Mozell Booker</i>	YEA
<i>Joe Chesser</i>	YEA
<i>Donald W. Weaver</i>	YEA

**A RESOLUTION ON THE FIRST DAY INTRODUCTION REQUIREMENT FOR BILLS WITH LOCAL FISCAL IMPACTS**

**WHEREAS**, many local governing bodies in Virginia have an ever-growing concern about the impact on localities of state mandates and cost shifting measures by state legislators; and

**WHEREAS**, Section 30-19.03 of the Code of Virginia states that the Commission on Local Government shall prepare and publish a statement of fiscal impact for “any bill requiring a net additional expenditure by any county, city, or town, or...any bill requiring a net reduction of revenues by any county, city, or town, is filed during any session of the General Assembly”; and

**WHEREAS**, numerous bills fitting this criteria have been submitted and gone through the legislative process without review for local fiscal impacts because of limited time and resources to review these bills during the General Assembly session; and

**WHEREAS**, it is also recognized that a need exists for additional time and resources to provide accurate information as to the impacts of various legislation to localities during the tight procedural confines of the process; and

**WHEREAS**, we believe it is critical that lawmakers have better and timelier information on the fiscal impact to localities when the General Assembly considers bills and budget items; and

**NOW, THEREFORE, BE IT RESOLVED** by Board of Supervisors that the County of Fluvanna hereby requests that the General Assembly pass measures that require its members to file bills and there fiscal impacts to localities as early as possible, and no later than the first day of the session.

Adopted this 18th day of December, 2013  
 by the Fluvanna County Board of Supervisors

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



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# COUNTY OF FLUVANNA

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*"Responsive & Responsible Government"*

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

## MEMORANDUM

**Date:** January 8, 2014  
**From:** Department of Finance  
**To:** Board of Supervisors  
**Subject:** Accounts Payable Report November 27,2013 through December 27,2013

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

<b>CATEGORY</b>	<b>AMOUNT</b>
General	\$341,099.07
Community Programs	
Federal Grants	
State/Local Grants	
Capital Improvements	\$156,661.00
Debt Service	\$1,708,273.90
Sewer	\$1,350.06
Fork Union Sanitary District	\$4,114.08
<b>Total Expenditures by Fund</b>	<b>\$2,211,498.11</b>
Payroll	690,454.73
<b>Total Payables &amp; Payroll</b>	<b>2,901,952.84</b>

## MOTION

I move the Accounts Payable and Payroll be ratified for the period November 27, 2013 through December 27, 2013 in the amount of \$2,901,952.84.

Enclosures: AP Report

	C	D	E	F	H	I	J	L
1	<b>County of Fluvanna</b>		<b>From Date: 11/27/2013</b>					
2	<b>Accounts Payable List</b>		<b>To Date: 12/27/2013</b>					
3								
4								
6	<b>Vendor Name</b>	<b>Charge To</b>	<b>Description</b>	<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Check Date</b>	<b>Check Amount</b>	
7	Fund # - 100 GENERAL FUND							
8	GENERAL FUND							
9	FIRST FINANCIAL ADMINISTRATORS,	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 110813	000000022485	11/7/2013	12/3/2013	7,476.06	
10	HERBERT L BESKIN, TRUSTEE	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 110813	000000022482	11/7/2013	12/3/2013	430.00	
11	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 110813	000000022484	11/7/2013	12/3/2013	129.56	
12	NEW YORK LIFE INSURANCE CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 110813	000000022479	11/7/2013	12/3/2013	517.34	
13	NY LIFE INSURANCE & ANNUITY CORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 110813	000000022481	11/7/2013	12/3/2013	90.00	
14		CLEARING ACCOUNT-	REIMBURSEMENT HEALTH INS	12022013	11/14/2013	12/12/2013	507.33	
15	VIRGINIA CREDIT UNION	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 110813	000000022480	11/7/2013	12/3/2013	300.00	
16	VRS	CLEARING ACCOUNT-	VRS	NOVEMBER 2013	11/30/2013	12/10/2013	93,915.12	
17						Total:	\$103,365.41	
18								
19	REAL ESTATE TAXES							
20	ONE-TIME OVR PAY TAX	OVERPAYMENT OF TAXES	OP TAX	77648	11/29/2013	11/29/2013	1,068.80	
21						Total:	\$1,068.80	
22								
23	CHARGES FOR SERVICES							
24	CSA	RECREATION PROGRAM	REFUND	3348	12/9/2013	12/12/2013	60.00	
25		RECREATION PROGRAM	REFUND BASKETBALL	3345	12/9/2013	12/12/2013	60.00	
26						Total:	\$120.00	
27								
28	BOARD OF SUPERVISORS							
29	BANK OF AMERICA	DUES OR ASSOCIATION	MONTHLY STATEMENT	M WEAVER 11302013	11/30/2013	12/12/2013	295.00	
30	BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT	M WEAVER 11302013	11/30/2013	12/12/2013	567.52	
31	DONALD WEAVER	SUBSISTENCE & LODGING	REIMBURSEMENT	DW11262013	11/26/2013	12/12/2013	223.18	
32	E.W. THOMAS	SUBSISTENCE & LODGING	BOS SNACKS	120420123	12/4/2013	12/12/2013	21.69	
33	FRONTRUNNER SIGN STUDIOS	PRINTING AND BINDING	SUPPLIES	20130	11/26/2013	12/12/2013	447.95	
34	PARK PALAIS, LLC.	PROFESSIONAL SERVICES	PROFESSIONAL SERVICE	21308	11/30/2013	12/12/2013	1,166.15	
35	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	20799422868	12/11/13	12/11/2013	21.00	
36	PRINCE WILLIAM COUNTY	PRINTING AND BINDING	BUSINESS CARDS	1008	12/6/2013	12/12/2013	73.54	
37	VERIZON	TELECOMMUNICATIONS	CELL PHONES	9715211827	12/3/2013	12/13/2013	120.03	
38						Total:	\$2,936.06	
39								
40	COUNTY ADMINISTRATOR							
41	BANK OF AMERICA	DUES OR ASSOCIATION	MONTHLY STATEMENT	NICHOLS 11302013	11/30/2013	12/12/2013	295.01	





	C	D	E	F	H	I	J	L
6	Vendor Name	Charge To		Description	Invoice Number	Invoice Date	Check Date	Check Amount
42	BANK OF AMERICA	SUBSISTENCE & LODGING		MONTHLY STATEMENT	NICHOLS 11302013	11/30/2013	12/12/2013	281.25
43	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 11/16/13	11/16/2013	12/12/2013	28.66
44	KODIAK, LLC.	LEASE/RENT		SHREDDING	44676	12/9/2013	12/12/2013	50.00
45	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES		POSTAGE	20799422868 12/11/13	12/11/2013	12/12/2013	16.00
46	SHENANDOAH VALLEY WATER	LEASE/RENT		WATER	L346430013	12/1/2013	12/12/2013	11.50
47	SHENANDOAH VALLEY WATER	OFFICE SUPPLIES		WATER	L346430013	12/1/2013	12/12/2013	72.90
48	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY STATEMENT	T266325	11/28/2013	12/12/2013	47.43
49	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT		COPIER LEASE - ADMINISTRATION	14545156A	10/30/2013	12/12/2013	221.70
50							Total:	\$1,024.45
51								
52	COUNTY ATTORNEY							
53	PAYNE & HODOUS, LLP.	PROFESSIONAL SERVICES		PROFESSIONAL SERVICE	100348	11/30/2013	12/12/2013	9,520.00
54							Total:	\$9,520.00
55								
56	COMMISSIONER OF THE REVENUE							
57	AUTOMATED OFFICE SYSTEMS	OFFICE SUPPLIES		TONER	061567	11/25/2013	12/12/2013	98.00
58	BANK OF AMERICA	BLDGS EQUIP REP & MAINT		MONTHLY STATEMENT	SHERIDAN 11302013	11/30/2013	12/12/2013	29.95
59	BANK OF AMERICA	SUBSISTENCE & LODGING		MONTHLY STATEMENT	SHERIDAN 11302013	11/30/2013	12/12/2013	88.52
60	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 11/16/13	11/16/2013	12/12/2013	23.88
61	KODIAK, LLC.	PROFESSIONAL SERVICES		SHREDDING	44676	12/9/2013	12/12/2013	15.00
62	SHENANDOAH VALLEY WATER	OFFICE SUPPLIES		WATER	L43221013	12/1/2013	12/12/2013	38.80
63	STONEWALL TECHNOLOGIES	PROFESSIONAL SERVICES		VAMANET	8087	11/30/2013	12/12/2013	300.00
64	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY STATEMENT	T266325	11/28/2013	12/12/2013	46.27
65							Total:	\$640.42
66								
67	REASSESSMENT							
68	EVERETT M HANNAH	PROFESSIONAL SERVICES		REIMBURSEMENT	EH12102013	12/10/2013	12/12/2013	210.03
69	FLUVANNA REVIEW	PROFESSIONAL SERVICES		AD	2013F475	11/21/2013	12/12/2013	396.00
70	JOANN RAWLS	PROFESSIONAL SERVICES		BOE	JR121113	12/11/2013	12/12/2013	165.00
71	JOE RONAN	PROFESSIONAL SERVICES		BOE	JR1292013	12/9/2013	12/12/2013	240.00
72							Total:	\$1,011.03
73								
74	TREASURER							
75	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES		CONSULTING	20130394	11/14/2013	12/12/2013	2,050.00
76	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 11/16/13	11/16/2013	12/12/2013	28.66
77	FLUVANNA REVIEW	ADVERTISING		AD	11292013	11/29/2013	12/12/2013	120.00
78	KODIAK, LLC.	LEASE/RENT		SHREDDING	44676	12/9/2013	12/12/2013	15.00
79	M & W PRINTERS, INC.	PRINTING AND BINDING		DELIVERY TO USPS	85844	11/27/2013	12/12/2013	80.00
80	SHENANDOAH VALLEY WATER	LEASE/RENT		WATER	L346450013	12/1/2013	12/12/2013	28.00
81	THE DAILY PROGRESS	ADVERTISING		AD	3308913 12/01/13	12/1/2013	12/12/2013	173.87
82	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY STATEMENT	T266325	11/28/2013	12/12/2013	39.46
83	VERIZON	TELECOMMUNICATIONS		CELL PHONES	9715211827	12/3/2013	12/13/2013	49.69

	C	D	E	F	H	I	J	L
6	Vendor Name	Charge To		Description	Invoice Number	Invoice Date	Check Date	Check Amount
84	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT		COPIER LEASE - TREASURER'S OFF	14533814	11/28/2013	12/12/2013	262.76
85							Total:	\$2,847.44
86								
87	INFORMATION TECHNOLOGY							
88	BANK OF AMERICA	ADP SERVICES		MONTHLY STATEMENT	MCMAHON 11302013	11/30/2013	12/12/2013	881.24
89	BANK OF AMERICA	ADP SUPPLIES		MONTHLY STATEMENT	MCMAHON 11302013	11/30/2013	12/12/2013	1,098.50
90	BANK OF AMERICA	BOOKS/PUBLICATIONS		MONTHLY STATEMENT	MCMAHON 11302013	11/30/2013	12/12/2013	42.99
91	CDW GOVERNMENT, INC.	ADP SUPPLIES		IPAD	HG28808	11/20/2013	12/12/2013	280.00
92	CDW GOVERNMENT, INC.	EDP EQUIPMENT		IPAD	HG87932	11/21/2013	12/12/2013	970.00
93	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 11/16/13	11/16/2013	12/12/2013	4.78
94	DISYS SOLUTIONS, INC.	EDP EQUIPMENT		EQUIPMENT	614212	11/27/2013	12/12/2013	1,090.74
95	LOWE'S	OTHER OPERATING		SUPPLIES	11252013	11/25/2013	12/12/2013	241.96
96	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY STATEMENT	T266325	11/28/2013	12/12/2013	936.29
97	VERIZON	TELECOMMUNICATIONS		CELL PHONES	9715211827	12/3/2013	12/13/2013	99.38
98							Total:	\$5,645.88
99								
100	FINANCE							
101	BANK OF AMERICA	CONVENTION AND		MONTHLY STATEMENT	HORLACHER 11302013	11/30/2013	12/12/2013	35.00
102	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 11/16/13	11/16/2013	12/12/2013	19.11
103	FEDEX	POSTAL SERVICES		SHIPPING	2-484-24063	12/3/2013	12/12/2013	38.72
104	TYLER BUSINESS FORMS	OFFICE SUPPLIES		STOCK	121836	11/26/2013	12/13/2013	174.10
105	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES		POSTAGE	20799422868 12/11/13	12/11/2013	12/12/2013	206.00
106	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY STATEMENT	T266325	11/28/2013	12/12/2013	53.25
107							Total:	\$526.18
108								
109	REGISTRAR/ELECTORAL BOARD							
110	ADRIENNE FOSTER VANDERVEER	CONTRACT SERVICES		ELECTION	av11052013	11/18/2013	12/2/2013	107.50
111	AIMEE STENSSY	CONTRACT SERVICES		ELECTION	AS11052013	11/18/2013	12/2/2013	160.00
112	ALAN D. STEWARD	CONTRACT SERVICES		ELECTION	AS11052013	10/16/2013	12/2/2013	185.00
113	ALBERT W. PARRISH	CONTRACT SERVICES		ELECTION	AP11052013	11/18/2013	12/2/2013	160.00
114	ALFRED A. WILSON	CONTRACT SERVICES		ELECTION	aw11052013	10/16/2013	12/2/2013	160.00
115	ALLEN CARTER	CONTRACT SERVICES		ELECTION	aAC11052013	11/18/2013	12/2/2013	170.00
116	ANN LEE	CONTRACT SERVICES		ELECTION	AL11052013	11/18/2013	12/2/2013	160.00
117	ANTIOCH BAPTIST CHURCH	CONTRACT SERVICES		POLLING	ABC1118	11/18/2013	12/2/2013	100.00
118	AUDREY O. FISHER	CONTRACT SERVICES		ELECTION	AF11052013	11/18/2013	12/2/2013	160.00
119	AUTOMATED OFFICE SYSTEMS	LEASE/RENT		EQUIPMENT	061650	11/27/2013	12/12/2013	155.00
120	BANK OF AMERICA	POSTAL SERVICES		MONTHLY STATEMENT	PACE 11302013	11/30/2013	12/12/2013	1.72
121	BARBARA J. GAINES	CONTRACT SERVICES		ELECTION	BG11052013	11/18/2013	12/2/2013	170.00
122	BARBARA M. CARY	CONTRACT SERVICES		ELECTION	BC11052013	11/18/2013	12/2/2013	160.00
123	BARBARA N. WOOD	CONTRACT SERVICES		ELECTION	BW11052013	11/18/2013	12/2/2013	160.00
124	BENJAMIN J. STOPPE, JR.	CONTRACT SERVICES		ELECTION	BS11052013	10/16/2013	12/2/2013	30.00
125	BERTHA THOMAS	CONTRACT SERVICES		ELECTION	BT11052013	11/18/2013	12/2/2013	210.00

	C	D	E	F	H	I	J	L
6	Vendor Name	Charge To		Description	Invoice Number	Invoice Date	Check Date	Check Amount
126	BETTY MCGHEE	CONTRACT SERVICES		ELECTION	BM11052013	11/18/2013	12/2/2013	160.00
127	BRENDA CHEVES	CONTRACT SERVICES		ELECTION	BC11052013	10/16/2013	12/2/2013	210.00
128	BRENDA CHEVES	MILEAGE ALLOWANCES		ELECTION	BC11052013	10/16/2013	12/2/2013	8.88
129	BRIAN W. HAMSHAR	CONTRACT SERVICES		ELECTION	BH11052013	11/18/2013	12/2/2013	107.50
130	BRYAN C. THOMAS	CONTRACT SERVICES		ELECTION	BT11052013	11/18/2013	12/2/2013	160.00
131	CALEB H. PACE	CONTRACT SERVICES		ELECTORAL BOARD	11182013	11/18/2013	12/2/2013	80.00
132	CAROL M. WALKER	CONTRACT SERVICES		ELECTION	cm11052013	11/18/2013	12/2/2013	160.00
133	CLARENCE E. WELLS, JR.	CONTRACT SERVICES		ELECTION	cw11052013	11/18/2013	12/2/2013	160.00
134	DALY COMPUTERS, INC.	OFFICE SUPPLIES		SUPPLIES	PSI0967319	11/13/2013	12/12/2013	128.00
135	DANIEL D. GRAFF	CONTRACT SERVICES		ELECTION	dg11052013	11/18/2013	12/2/2013	210.00
136	DANIEL D. GRAFF	MILEAGE ALLOWANCES		ELECTION	dg11052013	11/18/2013	12/2/2013	11.10
137	DAVID W. TILMAN	CONTRACT SERVICES		ELECTION	DT11052013	11/18/2013	12/2/2013	108.50
138	DEBORAH J. BARTON	CONTRACT SERVICES		ELECTION	DB11052013	11/18/2013	12/2/2013	160.00
139	DENNIS BALL	CONTRACT SERVICES		ELECTION	DB11052013	10/16/2013	12/2/2013	30.00
140	DOUGLAS LICKS	CONTRACT SERVICES		ELECTION	DL11052013	10/16/2013	12/2/2013	160.00
141	E. WAYNE MURPHY	CONTRACT SERVICES		ELECTION	WM11052013	10/16/2013	12/2/2013	160.00
142	ERNESTINE W. BURRUS	CONTRACT SERVICES		ELECTION	EB11052013	11/18/2013	12/2/2013	185.00
143	ETTA H. COLLINS	CONTRACT SERVICES		ELECTION	EC110513	10/16/2013	12/2/2013	170.00
144	FLORENCE H. PALMER	CONTRACT SERVICES		ELECTION	FP11052013	11/18/2013	12/2/2013	160.00
145	FOUAD A. FADIL	CONTRACT SERVICES		ELECTION	ff11052013	10/16/2013	12/2/2013	175.00
146	FOUAD A. FADIL	MILEAGE ALLOWANCES		ELECTION	ff11052013	10/16/2013	12/2/2013	81.03
147	FRANCES P. SCHUTZ	CONTRACT SERVICES		ELECTION	FS110513	11/18/2013	12/2/2013	210.00
148	FRANCES P. SCHUTZ	MILEAGE ALLOWANCES		ELECTION	FS110513	11/18/2013	12/2/2013	5.83
149	FREDERIC L. BAYLESS	CONTRACT SERVICES		ELECTION	FB11052013	11/18/2013	12/2/2013	160.00
150	FRITZ H. GEURTSSEN	CONTRACT SERVICES		ELECTION	FG11052013	10/16/2013	12/2/2013	160.00
151	GAYLE R. BIELANSKI	CONTRACT SERVICES		ELECTION	GB11052013	11/18/2013	12/2/2013	160.00
152	GENE F. OTT	CONTRACT SERVICES		ELECTION	GO11052013	10/16/2013	12/2/2013	160.00
153	GEORGE N. GOIN	CONTRACT SERVICES		ELECTION	GG11052013	10/16/2013	12/2/2013	107.50
154	GERARD W. BURKE	CONTRACT SERVICES		ELECTION	GB110513	10/16/2013	12/2/2013	160.00
155	GRACE L. NOLTING	CONTRACT SERVICES		ELECTION	GN11052013	11/18/2013	12/2/2013	107.50
156	HAROLD T. MORRIS	CONTRACT SERVICES		ELECTION	hm11052013	11/18/2013	12/2/2013	107.50
157	HUGH D. NIX	CONTRACT SERVICES		ELECTION	HN11052013	11/18/2013	12/2/2013	185.00
158	HUGH D. NIX	MILEAGE ALLOWANCES		ELECTION	HN11052013	11/18/2013	12/2/2013	8.32
159	IRENE C. BURKE	CONTRACT SERVICES		ELECTION	IB11052013	10/16/2013	12/2/2013	160.00
160	JANICE L. CROWTHER	CONTRACT SERVICES		ELECTION	jc11052013	11/18/2013	12/2/2013	185.00
161	JEANIA L. OLIVER	CONTRACT SERVICES		ELECTION	jo11052013	11/18/2013	12/2/2013	210.00
162	JENNIFER FITZGERALD	CONTRACT SERVICES		ELECTION	jf11052013	11/18/2013	12/2/2013	107.50
163	JOE E. CLARK	CONTRACT SERVICES		ELECTION	jc11052013	11/18/2013	12/2/2013	170.00
164	JOYCE H. LANFORD	CONTRACT SERVICES		ELECTION	JL11052013	11/18/2013	12/2/2013	160.00
165	JUDY DEBRES	CONTRACT SERVICES		ELECTION	JD11052013	10/16/2013	12/2/2013	160.00
166	KAYLA PACE	CONTRACT SERVICES		ELECTION	KP11052013	11/18/2013	12/2/2013	170.00
167	KENTS STORE ARC	CONTRACT SERVICES		POLLING	KS11182013	11/18/2013	12/2/2013	125.00

	C	D	E	F	H	I	J	L
6	Vendor Name	Charge To	Description		Invoice Number	Invoice Date	Check Date	Check Amount
168	KIM REYNOLDS	CONTRACT SERVICES	ELECTION		KR11052013	11/18/2013	12/2/2013	107.50
169	KIMBERLY ANN BRUCE	CONTRACT SERVICES	ELECTION		KB11052013	11/18/2013	12/2/2013	185.00
170	KIMBERLY H. WASHINGTON	CONTRACT SERVICES	ELECTION		kw11052013	11/18/2013	12/2/2013	107.50
171	LARRY N. BRUCE	CONTRACT SERVICES	ELECTION		LB11052013	10/16/2013	12/2/2013	65.00
172	LAURIE L. THOMAS	CONTRACT SERVICES	ELECTION		lt11052013	11/18/2013	12/2/2013	107.50
173	LINDA S. OKUN	CONTRACT SERVICES	ELECTION		LO11052013	11/18/2013	12/2/2013	160.00
174	LINDSAY K. WHITE	CONTRACT SERVICES	ELECTION		LW11052013	10/16/2013	12/2/2013	160.00
175	LORA S. PAYNE	CONTRACT SERVICES	ELECTION		LP11052013	11/18/2013	12/2/2013	160.00
176	MARGIE L. JOHNSON	CONTRACT SERVICES	ELECTION		MJ11052013A	11/18/2013	12/2/2013	160.00
177	MARIA L. GRAFF	CONTRACT SERVICES	ELECTION		mg11052013	11/18/2013	12/2/2013	160.00
178	MARILYN K. PAYNE	CONTRACT SERVICES	ELECTION		MP11052013	10/16/2013	12/2/2013	160.00
179	MARY WILLS TILMAN	CONTRACT SERVICES	ELECTION		MT11052013	11/18/2013	12/2/2013	107.50
180	MERRIE J. OTT	CONTRACT SERVICES	ELECTION		MO11052013	10/16/2013	12/2/2013	160.00
181	NANCY L. STEWARD	CONTRACT SERVICES	ELECTION		NS110513	10/16/2013	12/2/2013	170.00
182	NEAL H. MALDERSON	CONTRACT SERVICES	ELECTION		NA11052013	10/16/2013	12/2/2013	107.50
183	PATRICIA B. EAGER	CONTRACT SERVICES	ELECTION		PE11052013	11/18/2013	12/2/2013	185.00
184	PAULA MANN FALK	CONTRACT SERVICES	ELECTION		PF11052013	11/18/2013	12/2/2013	160.00
185	RALYNN WELSH	CONTRACT SERVICES	ELECTION		RW11052013	10/16/2013	12/2/2013	30.00
186	RAY C. WEIMER. JR.	CONTRACT SERVICES	ELECTION		RW110513	10/16/2013	12/2/2013	160.00
187	RICHARD H. TALLEY, SR.	CONTRACT SERVICES	ELECTION		RT11052013	11/18/2013	12/2/2013	160.00
188	RICHARD O. SINGLETON	CONTRACT SERVICES	ELECTION		RS11052013	10/16/2013	12/2/2013	160.00
189	RICHARD S. HENRY	CONTRACT SERVICES	ELECTION		RH11052013	10/16/2013	12/2/2013	160.00
190	ROBERT G. MINNIS	CONTRACT SERVICES	ELECTION		rm11052013	11/18/2013	12/2/2013	107.50
191	ROBERT J. WINSTON, JR.	CONTRACT SERVICES	ELECTION		RW11052013	10/16/2013	12/2/2013	65.00
192	ROBERT JAMES	CONTRACT SERVICES	ELECTION		RJ11052013	10/16/2013	12/2/2013	65.00
193	ROBERT PARKER	CONTRACT SERVICES	ELECTION		RP11052013	11/18/2013	12/2/2013	160.00
194	ROBERTA J. MURPHY	CONTRACT SERVICES	ELECTION		JM11052013	10/16/2013	12/2/2013	160.00
195	ROSILYN A. BOLSKI	CONTRACT SERVICES	ELECTION		rb11052013	11/18/2013	12/2/2013	107.50
196	SANDRA PATTERSON	CONTRACT SERVICES	ELECTION		SP11052013	11/18/2013	12/2/2013	160.00
197	SARAH PULLEN	CONTRACT SERVICES	ELECTION		SP11052013	11/18/2013	12/2/2013	30.00
198	SHENANDOAH VALLEY WATER	OFFICE SUPPLIES	WATER		L4031010-13	12/1/2013	12/12/2013	33.07
199	SHIRLEY D. ROUNDTREE	CONTRACT SERVICES	ELECTION		SR11052013	11/18/2013	12/2/2013	160.00
200	TAMMY L. GRIGG	CONTRACT SERVICES	ELECTION		TG11052013	11/18/2013	12/2/2013	210.00
201	THE DAILY PROGRESS	ADVERTISING	ADS		3388294	12/01/13	12/12/2013	124.00
202	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY STATEMENT		T266325	11/28/2013	12/12/2013	69.74
203	VERA C. FITZGERALD	CONTRACT SERVICES	ELECTION		VF11052013	10/16/2013	12/2/2013	160.00
204	VERIZON	TELECOMMUNICATIONS	CELL PHONES		9715211827	12/3/2013	12/13/2013	49.69
205	WILLIAM PEMBERTON	CONTRACT SERVICES	ELECTION		wp11052013	10/16/2013	12/2/2013	200.00
206	WILLIAM PEMBERTON	MILEAGE ALLOWANCES	ELECTION		wp11052013	10/16/2013	12/2/2013	74.92
207							Total:	\$13,042.30
208								
209	HUMAN RESOURCES							

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6	Vendor Name	Charge To		Description	Invoice Number	Invoice Date	Check Date	Check Amount
210	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT		COPIER LEASE - HUMAN	14512505	12/1/2013	12/12/2013	44.80
211							Total:	\$44.80
212								
213	GENERAL DISTRICT COURT							
214	CENTURYLINK	TELECOMMUNICATIONS		PHONE	NOV 2013	11/16/2013	12/13/2013	309.33
215	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY STATEMENT	T266325	11/28/2013	12/12/2013	45.82
216							Total:	\$355.15
217								
218	COURT SERVICE UNIT							
219	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 11/16/13	11/16/2013	12/12/2013	19.11
220		CONVENTION AND		REIMBURSMENT	DC11262013	11/26/2013	12/12/2013	49.15
221	QUILL	OFFICE SUPPLIES		SUPPLIES	6780635	11/13/2013	12/12/2013	59.99
222	SHENANDOAH VALLEY WATER	LEASE/RENT		WATER	L579052013	12/1/2013	12/12/2013	19.50
223	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY STATEMENT	T266325	11/28/2013	12/12/2013	43.27
224							Total:	\$191.02
225								
226	CLERK OF THE CIRCUIT COURT							
227	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 11/16/13	11/16/2013	12/12/2013	38.21
228	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY STATEMENT	T266325	11/28/2013	12/12/2013	52.46
229							Total:	\$90.67
230								
231	CIRCUIT COURT JUDGE							
232	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 11/16/13	11/16/2013	12/12/2013	14.33
233	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY STATEMENT	T266325	11/28/2013	12/12/2013	33.90
234							Total:	\$48.23
235								
236	COMMONWEALTH ATTY							
237	BANK OF AMERICA	OFFICE SUPPLIES		MONTHLY STATEMENT	HAI SLIP 11302013	11/30/2013	12/12/2013	20.31
238	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 11/16/13	11/16/2013	12/12/2013	19.11
239	JEFF HAI SLIP	CONVENTION AND		REIMBURSMENT	JH12032013	12/3/2013	12/12/2013	263.77
240	MATTHEW BENDER & CO INC	BOOKS/PUBLICATIONS		BOOKS	53194527	11/21/2013	12/12/2013	141.43
241	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES		POSTAGE	20799422868 12/11/13	12/11/2013	12/12/2013	6.00
242	SHENANDOAH VALLEY WATER	CONTRACT SERVICES		WATER	L3547800-13	12/1/2013	12/12/2013	31.00
243	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY STATEMENT	T266325	11/28/2013	12/12/2013	60.58
244	VERIZON	TELECOMMUNICATIONS		CELL PHONES	9715211827	12/3/2013	12/13/2013	49.69
245							Total:	\$591.89
246								
247	SHERIFF							
248	BANK OF AMERICA	OFFICE SUPPLIES		MONTHLY STATEMENT	RENSCH 11302013	11/30/2013	12/12/2013	4.71
249	BANK OF AMERICA	POLICE SUPPLIES		MONTHLY STATEMENT	HESS 11302013	11/30/2013	12/12/2013	288.95
250	BANK OF AMERICA	VEHICLES REP & MAINT		MONTHLY STATEMENT	HESS 11302013	11/30/2013	12/12/2013	165.00
251	BROOKS-JEFFERY MARKETING, INC.	MAINTENANCE CONTRACTS		INTERNET HOSTING	157383	11/14/2013	12/12/2013	1,200.00

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6	Vendor Name	Charge To		Description	Invoice Number	Invoice Date	Check Date	Check Amount
252	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT		MOUNT AND BALANCE	11252013	11/25/2013	12/12/2013	70.00
253	CANON SOLUTIONS AMERICA, INC.	MAINTENANCE CONTRACTS		COPIER MAINTENANCE	4011444587	11/1/2013	12/12/2013	16.34
254	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613	11/16/13	12/12/2013	894.67
255	DONNA'S NEEDLEWORK & CRAFT	UNIFORM/WEARING APPAREL		UNIFORMS	514310	11/22/2013	12/12/2013	16.00
256	FLUVANNA ACE HARDWARE	POLICE SUPPLIES		SUPPLIES	040793	12/4/2013	12/12/2013	14.27
257	GALLS	UNIFORM/WEARING APPAREL		UNIFORMS	001259482	11/19/2013	12/12/2013	631.89
258	GE CAPITAL	LEASE/RENT		COPIER	59794026	11/20/2013	12/12/2013	77.73
259	KODIAK, LLC.	OTHER OPERATING		SHREDDING	44676	12/9/2013	12/12/2013	35.00
260	MANSFIELD OIL COMPANY OF	VEHICLE FUEL		FUEL	SQLCD/00067421	12/2/2013	12/12/2013	561.12
261	NATIONAL ORGANIZATION OF BLACK	DUES OR ASSOCIATION		MEMBERSHIP DUES	12/10/2013	12/10/2013	12/12/2013	150.00
262	PALMYRA AUTOMOTIVE, INC.	VEHICLES REP & MAINT		SERVICE	44059	11/27/2013	12/12/2013	3.90
263	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES		EQUIPMETN	11302013	11/30/2013	12/12/2013	519.99
264	SHENANDOAH VALLEY WATER	LEASE/RENT		WATER	L3822710-13	12/1/2013	12/12/2013	11.00
265	SOUTHERN POLICE EQUIPMENT	POLICE SUPPLIES		EQUIPMENT	171482	11/26/2013	12/12/2013	32.50
266	TOWN GUN SHOP, INC.	POLICE SUPPLIES		POLICE SUPPLIES	R77685	11/27/2013	12/12/2013	1,659.56
267	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY STATEMENT	T266325	11/28/2013	12/12/2013	519.01
268	VALLEY OFFICE MACHINES, INC.	MAINTENANCE CONTRACTS		COPIER	131205-0079	12/5/2013	12/12/2013	57.89
269	VERIZON BUSINESS	TELECOMMUNICATIONS		MONTHLY STATEMENT	09878461	11/25/2013	12/12/2013	19.26
270	VIRGINIA DEPT. OF MOTOR VEHICLES	POLICE SUPPLIES		SPECIAL ID	13331637	11/27/2013	12/12/2013	20.00
271	WEST RIVER AUTO	VEHICLES REP & MAINT		VEHICLE MAINTENANCE	30570	12/4/2013	12/12/2013	54.38
272							Total:	\$7,023.17
273								
274	E911							
275	BANK OF AMERICA	SUBSISTENCE & LODGING		MONTHLY STATEMENT	GAINES 11302013	11/30/2013	12/12/2013	999.93
276	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613	11/16/13	12/12/2013	965.58
277	COMPUTER PROJECTS OF ILLINOIS	MAINTENANCE CONTRACTS		LICENSE MAINTENANCE	13-12-28ME	12/9/2013	12/12/2013	468.00
278	NWG SOLUTIONS, LLC.	MAINTENANCE CONTRACTS		AGREEMENT	31416	11/30/2013	12/12/2013	4,950.00
279	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY STATEMENT	T266325	11/28/2013	12/12/2013	31.47
280							Total:	\$7,414.98
281								
282	CORRECTION AND DETENTION							
283	COUNTY OF ALBEMARLE, VIRGINIA	CONFINEMENT - BRJDC		JUVENILE DETENTION	FY201400000481	11/25/2013	12/12/2013	11,233.20
284	E.W. THOMAS	FOOD SUPPLIES		INMATE MEAL	EW1-2	12/4/2013	12/12/2013	5.37
285							Total:	\$11,238.57
286								
287	BUILDING INSPECTIONS							
288	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613	11/16/13	12/12/2013	19.11
289	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES		POSTAGE	20799422868	12/11/13	12/12/2013	39.00
290	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY STATEMENT	T266325	11/28/2013	12/12/2013	33.09
291	VERIZON	TELECOMMUNICATIONS		CELL PHONES	9715211827	12/3/2013	12/13/2013	49.69
292	VIRGINIA PLUMBING & MECHANICAL	DUES OR ASSOCIATION		MEMBERSHIP	LESTER	12/3/2013	12/12/2013	60.00
293							Total:	\$200.89

	C	D	E	F	H	I	J	L
6	Vendor Name	Charge To		Description	Invoice Number	Invoice Date	Check Date	Check Amount
294								
295	EMERGENCY MANAGEMENT							
296	MANSFIELD OIL COMPANY OF	VEHICLE FUEL		FUEL	SQLCD/00066100	11/15/2013	12/12/2013	181.90
297	THE RECTOR & VISITORS OF	PROFESSIONAL SERVICES		EMS COVERAGE	11142013	11/14/2013	12/12/2013	9,363.13
298							Total:	\$9,545.03
299								
300	ANIMAL CONTROL							
301	FLUVANNA SPCA	CONTRACT SERVICES		CONTRACT	11302013	11/30/2013	12/12/2013	10,704.58
302	VERIZON	TELECOMMUNICATIONS		CELL PHONES	9715211827	12/3/2013	12/13/2013	107.00
303							Total:	\$10,811.58
304								
305	FACILITIES							
306	ALLIED CONCRETE COMPANY	GENERAL MATERIALS AND		concrete	000770007	11/23/2013	12/12/2013	54.55
307	BANK OF AMERICA	CONVENTION AND		MONTHLY STATEMENT	STEPHENS 113020013	11/30/2013	12/12/2013	260.95
308	BETTER LIVING, INC.	GENERAL MATERIALS AND		SUPPLIES	11302013	11/30/2013	12/12/2013	10.24
309	BROWN MOTOR PARTS, INC.	VEHICLES REP & MAINT		SUPPLIES	47472	11/1/2013	12/12/2013	95.60
310	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT		TIRES	12022013	12/2/2013	12/12/2013	449.96
311	CAPITAL TRISTATE	GENERAL MATERIALS AND		SUPPLIES	S017543844001	11/26/2013	12/12/2013	979.64
312	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 11/16/13	11/16/2013	12/12/2013	19.11
313	CHARLES EDWARD GARRISON, II	CONTRACT SERVICES		PAINT TRAFFIC LINES	12052013	12/5/2013	12/12/2013	1,025.00
314	CII SERVICE	BLDGS EQUIP REP & MAINT		SERVICE PUBLIC SAFETY	4126	10/31/2013	12/12/2013	1,926.78
315	CINTAS	LAUNDRY AND DRY		UNIFORMS	394509112	11/28/2013	12/12/2013	293.78
316	E.W. THOMAS	GENERAL MATERIALS AND		SUPPLIES	12042013	12/4/2013	12/12/2013	5.99
317	FLUVANNA ACE HARDWARE	GENERAL MATERIALS AND		SUPPLIES	11302013	11/30/2013	12/12/2013	9.12
318	GARY OSTEEN PLUMBING	CONTRACT SERVICES		REPLACED SINKS	12052013	12/5/2013	12/12/2013	65.00
319	JOHN VAUGHAN	BLDGS EQUIP REP & MAINT		WORK AT COURTHOUSE	2018	11/27/2013	12/12/2013	53.00
320	JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLES REP & MAINT		SUPPLIES	11302013	11/30/2013	12/12/2013	603.12
321	LOWE'S	GENERAL MATERIALS AND		SUPPLIES	11252013	11/25/2013	12/12/2013	931.53
322	RAFALY ELECTRICAL CONTRACTORS,	CONTRACT SERVICES		LIGHTS AND LABOR	5668	11/28/2013	12/12/2013	1,586.00
323	SCOTTSVILLE POWER EQUIPMENT	MACHINERY AND EQUIPMENT		BLOWER	11142013	11/14/2013	12/12/2013	395.95
324	SHENANDOAH VALLEY WATER	CONTRACT SERVICES		WATER	L308711013	12/1/2013	12/12/2013	24.50
325	T.G.'S LOCK & SAFE SERVICE	BLDGS EQUIP REP & MAINT		LOCK SERVICE	1142013	11/18/2013	12/12/2013	2,194.00
326	T.G.'S LOCK & SAFE SERVICE	CONTRACT SERVICES			003	12/6/2013	12/12/2013	955.00
327	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY STATEMENT	T266325	11/28/2013	12/12/2013	35.26
328	VERIZON	TELECOMMUNICATIONS		CELL PHONES	9715211827	12/3/2013	12/13/2013	85.01
329							Total:	\$12,059.09
330								
331	GENERAL SERVICES							
332	BOSLEY CROWTHER	LEASE/RENT		LEASE OF BUILDING	01012014	12/13/2013	12/12/2013	2,000.00
333	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES		ELECTRIC	12042013	12/4/2013	12/12/2013	5,394.46
334	CENTURYLINK 589-8525	TELECOMMUNICATIONS		PAYPHONE	A280758	11/25/2013	12/12/2013	50.00
335	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 11/16/13	11/16/2013	12/12/2013	977.96

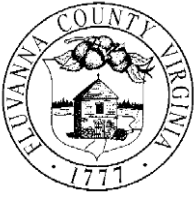
	C	D	E	F	H	I	J	L
6	Vendor Name	Charge To	Description		Invoice Number	Invoice Date	Check Date	Check Amount
336	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC		NOV 2013	11/22/2013	12/13/2013	12,249.66
337	DOMINION VIRGINIA POWER	STREET LIGHTS	ELECTRIC		NOV 2013	11/22/2013	12/13/2013	464.81
338	INTRASTATE PEST	MAINTENANCE CONTRACTS	PEST CONTROL		DECEMBER	12/3/2013	12/13/2013	290.00
339	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	ORIOANE		300385	11/25/2013	12/12/2013	1,249.65
340	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL		11302013	11/30/2013	12/13/2013	4,421.92
341							Total:	\$27,098.46
342								
343	PUBLIC WORKS							
344	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE		309762613	11/16/13	12/12/2013	19.11
345	VERIZON	TELECOMMUNICATIONS	CELL PHONES		9715211827	12/3/2013	12/13/2013	113.06
346							Total:	\$132.17
347								
348	CONVENIENCE CENTER							
349	BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT		STEPHENS 113020013	11/30/2013	12/12/2013	64.25
350	BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH REMOVAL		5445	11/30/2013	12/12/2013	2,097.20
351	CENTURYLINK	TELECOMMUNICATIONS	PHONE		NOV 2013	11/16/2013	12/13/2013	59.69
352	MO-JOHNS, INC.	LEASE/RENT	PORT A JOHN		64815	11/25/2013	12/12/2013	60.00
353	SHENANDOAH VALLEY WATER	OTHER OPERATING	WATER		L2484250013	12/1/2013	12/12/2013	20.00
354	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY STATEMENT		T266325	11/28/2013	12/12/2013	2.42
355	VERIZON	TELECOMMUNICATIONS	CELL PHONES		9715211827	12/3/2013	12/13/2013	32.89
356							Total:	\$2,336.45
357								
358	HEALTH							
359	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE		309762613	11/16/13	12/12/2013	172.95
360	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY STATEMENT		T266325	11/28/2013	12/12/2013	44.62
361							Total:	\$217.57
362								
363	CSA							
364	BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT		MEYERS 11302013	11/30/2013	12/12/2013	100.08
365	BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT		MEYERS 11302013	11/30/2013	12/12/2013	94.04
366	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE		309762613	11/16/13	12/12/2013	9.55
367	JACQUELINE A MEYERS	MILEAGE ALLOWANCES	TRAVEL REIMBURSMNT		JM12052013	11/6/2013	12/12/2013	71.04
368	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE		20799422868	12/11/13	12/12/2013	74.00
369	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER LEASE - CSA		14483662	11/18/2013	12/12/2013	89.60
370							Total:	\$438.31
371								
372	CSA PURCHASE OF SERVICES							
373		COMM SVCS			P11000748660	11/30/2013	12/12/2013	178.40
374	CHILD CONNECTION DEVELOPMENT	COMM SVCS			P11030646083	11/30/2013	12/12/2013	1,218.00
375	COMMUNITY ATTENTION CENTER	RES. CONG. CARE			P10000746975	10/31/2013	12/12/2013	5,940.00
376	COMMUNITY ATTENTION CENTER	TFC LIC. RES CONG CARE			P10030635699	10/31/2013	12/12/2013	1,780.95
377		POS MANDATED FFOP			P01030641291	1/31/2014	12/12/2013	644.00



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6	Vendor Name	Charge To		Description	Invoice Number	Invoice Date	Check Date	Check Amount
378	FAMILY PRESERVATION SERV.	COMM SVCS			P07030650979	7/31/2013	12/12/2013	7,910.00
379		POS MANDATED FFOP			P01030630193	1/31/2014	12/12/2013	644.00
380	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-			P11000741749	11/30/2013	12/12/2013	12,240.00
381		COMM SVCS			P11030644280	11/30/2013	12/12/2013	525.00
382	ORKIN	COMM SVCS			P01030637078	1/31/2014	12/12/2013	65.00
383	PEOPLE PLACES, INC.	COMM SVCS			P10030652986	10/31/2013	12/12/2013	1,247.50
384	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE			P11030651795	11/30/2013	12/12/2013	10,871.86
385	REGION TEN	COMM SVCS			P10030644667	10/31/2013	12/12/2013	135.00
386	RESCARE	EDUC SVCS CONG CARE			P10000743371	10/31/2013	12/12/2013	8,050.00
387	RESCARE	RES. CONG. CARE			P10000743276	10/31/2013	12/12/2013	12,710.32
388		COMM SVCS			P11000747459	11/30/2013	12/12/2013	2,700.00
389	STARS	POS MAND FC LIC RES CONG			P11030647190	11/30/2013	12/12/2013	5,465.54
390		COMM SVCS			P09000748768	9/30/2013	12/12/2013	184.65
391		POS MANDATED FFOP			P01030631492	1/31/2014	12/12/2013	644.00
392	THE FAISON SCHOOL FOR AUTISM,	POS MANDATED SPED-			P10000741953	10/31/2013	12/12/2013	11,730.00
393	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-			P11000741151	11/30/2013	12/12/2013	13,557.00
394							Total:	\$98,441.22
395								
396	PARKS & RECREATION							
397	BANK OF AMERICA	RECREATIONAL SUPPLIES		MONTHLY STATEMENT	SMITH 11302013	11/30/2013	12/12/2013	1,598.54
398	CATHERINE R. GARCIA	RECREATIONAL SUPPLIES		REFUND POTTERY SUPPLIES	3347	12/9/2013	12/12/2013	436.33
399	E.W. THOMAS	RECREATIONAL SUPPLIES		SUPPLIES	3344	12/5/2013	12/12/2013	100.18
400	HAROLD BOYD	PROFESSIONAL SERVICES		COACHING	17	11/2/2013	12/12/2013	490.00
401	LUCK STONE	SITE IMPROVEMENTS		GRAVEL	100102692	11/30/2013	12/12/2013	3,080.01
402	ORIENTAL TRADING CO., INC.	RECREATIONAL SUPPLIES		SUPPLIES	66076090001	11/27/2013	12/12/2013	157.62
403	PRINCE WILLIAM COUNTY	RECREATIONAL SUPPLIES		BUSINESS CARDS	1013	12/6/2013	12/12/2013	110.31
404	SHENANDOAH VALLEY WATER	CONTRACT SERVICES		WATER	L344280013	12/1/2013	12/12/2013	54.50
405	STORE SUPPLY WAREHOUSE	RECREATIONAL SUPPLIES		SUPPLIES	411307200	12/3/2013	12/12/2013	82.13
406	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY STATEMENT	T266325	11/28/2013	12/12/2013	12.10
407	VERIZON BUSINESS	TELECOMMUNICATIONS		MONTHLY STATEMENT	09878461	11/25/2013	12/12/2013	19.26
408	VERIZON	TELECOMMUNICATIONS		CELL PHONES	9715211827	12/3/2013	12/13/2013	79.98
409							Total:	\$6,220.96
410								
411	LIBRARY							
412	BANK OF AMERICA	OFFICE SUPPLIES		MONTHLY STATEMENT	HOFFMAN 11302013	11/30/2013	12/12/2013	28.01
413	CENTURYLINK	TELECOMMUNICATIONS		PHONE	309647441 11162013	11/16/2013	12/12/2013	1,072.94
414	GALE	BOOKS/PUBLICATIONS		SUPPLIES	50775798	11/21/2013	12/12/2013	25.59
415	HAWK LABELING SYSTEMS	OFFICE SUPPLIES		LABELS	193788	11/15/2013	12/12/2013	195.35
416	MICROMARKETING LLC	BOOKS/PUBLICATIONS		SUPPLIES	503755	11/4/2013	12/12/2013	1,268.33
417	SHENANDOAH VALLEY WATER	LEASE/RENT		WATER	L532901013	12/1/2013	12/12/2013	10.00
418	SHENANDOAH VALLEY WATER	MAINTENANCE CONTRACTS		WATER	L532901013	12/1/2013	12/12/2013	27.50
419	STAPLES CONTRACT & COMMERCIAL	OFFICE SUPPLIES		SUPPLIES	7000935745	11/21/2013	12/12/2013	232.89

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6	Vendor Name	Charge To		Description	Invoice Number	Invoice Date	Check Date	Check Amount
420							Total:	\$2,860.61
421								
422	COUNTY PLANNER							
423	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 11/16/13	11/16/2013	12/12/2013	23.88
424	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES		POSTAGE	20799422868 12/11/13	12/11/2013	12/12/2013	11.00
425	PRINCE WILLIAM COUNTY	OFFICE SUPPLIES		BUSINESS CARDS	1012	12/6/2013	12/12/2013	36.77
426	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY STATEMENT	T266325	11/28/2013	12/12/2013	34.74
427	VERIZON	TELECOMMUNICATIONS		CELL PHONES	9715211827	12/3/2013	12/13/2013	99.38
428	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT		COPIER LEASE - PLANNING & ZONI	14246249	9/23/2013	12/12/2013	589.92
429							Total:	\$795.69
430								
431	PLANNING COMMISSION							
432	FLUVANNA REVIEW	ADVERTISING		ADS	2013F49-16	12/5/2013	12/12/2013	349.00
433	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES		POSTAGE	20799422868 12/11/13	12/11/2013	12/12/2013	378.00
434							Total:	\$727.00
435								
436	ECONOMIC DEVELOPMENT							
437	BANK OF AMERICA	SUBSISTENCE & LODGING		MONTHLY STATEMENT	POPOWICZ 11302013	11/30/2013	12/12/2013	346.09
438	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 11/16/13	11/16/2013	12/12/2013	4.78
439	VERIZON	TELECOMMUNICATIONS		CELL PHONES	9715211827	12/3/2013	12/13/2013	49.69
440							Total:	\$400.56
441								
442	VA COOPERATIVE EXTENSION							
443	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 11/16/13	11/16/2013	12/12/2013	23.88
444	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY STATEMENT	T266325	11/28/2013	12/12/2013	43.15
445							Total:	\$67.03
446								
447								
448							100 GENERAL FUND	Fund Total: \$341,099.07
448	Fund # - 302 CAPITAL IMPROVEMENT							
449	FIRE & RESCUE CAP PROJ							
450	NAFECO	CONTRACT SERVICES		TURNOUT GEAR	710429	10/16/2013	12/2/2013	69,960.00
451							Total:	\$69,960.00
452								
453	FACILITIES CAP PROJ							
454	JOHN VAUGHAN	CONTRACT SERVICES		MACAA BGLDG WORK	2021	12/5/2013	12/12/2013	1,900.00
455							Total:	\$1,900.00
456								
457	SCHOOL CONSTRUCTION PROJECT							
458	SYCOM	CONTRACT SERVICES		UPGRADE	AT15518	7/31/2013	12/12/2013	31,695.00
459	VECTOR SECURITY, INC.	CONTRACT SERVICES		SUPPLIES	50787168	10/25/2013	12/12/2013	425.00
460							Total:	\$32,120.00
461								

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6	Vendor Name	Charge To		Description	Invoice Number	Invoice Date	Check Date	Check Amount
462	PARKS & RECREATION CAP PROJ							
463	DANIEL & COMPANY, INC.	CONTRACT SERVICES		PLEASANT GROVE HOUSE &	5	11/25/2013	12/12/2013	52,681.00
464							Total:	\$52,681.00
465								
466					302 CAPITAL IMPROVEMENT		Fund Total:	\$156,661.00
467	Fund # - 401 DEBT SERVICE							
468	DEBT SERVICE - SCHOOLS							
469	REGIONS	HS VPSA S O 2008 INT		VPSA 2008 DEBT SERVICE PAYMENT	120113	11/1/2013	11/27/2013	223,273.90
470	REGIONS	NEW HS VPSA SPEC 08 PRIN		VPSA 2008 DEBT SERVICE PAYMENT	120113	11/1/2013	11/27/2013	1,485,000.00
471							Total:	\$1,708,273.90
472								
473					401 DEBT SERVICE		Fund Total:	\$1,708,273.90
474	Fund # - 502 SEWER							
475	UTILITY OPERATIONAL EXPENSES							
476	CENTURYLINK	TELECOMMUNICATIONS		PHONE	NOV 2013	11/16/2013	12/13/2013	82.29
477	CINTAS	LAUNDRY AND DRY		UNIFORMS	394509113	11/28/2013	12/12/2013	24.60
478	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		ELECTRIC	NOV 2013	11/22/2013	12/13/2013	907.17
479	INBODEN ENVIRONMENTAL SERVICES,	CONTRACT SERVICES		MONITORING	52279	11/27/2013	12/12/2013	100.00
480	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES		POSTAGE	20799422868	12/11/13	12/12/2013	236.00
481							Total:	\$1,350.06
482								
483					502 SEWER		Fund Total:	\$1,350.06
484	Fund # - 505 FORK UNION SANITARY DISTRICT							
485	FUSD OPERATIONAL EXPENSES							
486	BANK OF AMERICA	VEHICLE/POWER EQUIP		MONTHLY STATEMENT	THOMAS 11302013	11/30/2013	12/12/2013	66.97
487	CENTURYLINK	TELECOMMUNICATIONS		PHONE	NOV 2013	11/16/2013	12/13/2013	170.40
488	CINTAS	LAUNDRY AND DRY		UNIFORMS	394509113	11/28/2013	12/12/2013	62.00
489	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		ELECTRIC	NOV 2013	11/22/2013	12/13/2013	3,402.60
490	E.W. OWEN	LEASE/RENT		WELL RENT	12012013	12/1/2013	12/12/2013	150.00
491	LOWE'S	GENERAL MATERIALS AND		SUPPLIES	11252013	11/25/2013	12/12/2013	48.02
492	MO-JOHNS, INC.	PURCHASE OF SERVICES		PORT A JOHN	64906	11/25/2013	12/12/2013	60.00
493	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY STATEMENT	T266325	11/28/2013	12/12/2013	2.42
494	VERIZON BUSINESS	TELECOMMUNICATIONS		MONTHLY STATEMENT	09878461	11/25/2013	12/12/2013	19.26
495	VERIZON	TELECOMMUNICATIONS		CELL PHONES	9715211827	12/3/2013	12/13/2013	132.41
496							Total:	\$4,114.08
497								
498					505 FORK UNION SANITARY DISTRICT		Fund Total:	\$4,114.08
499							Total Expenditures by Fund:	\$2,211,498.11



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# COUNTY OF FLUVANNA

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*"Responsive & Responsible Government"*

P.O. Box 540, Palmyra, VA 22963 · (434) 591-1910 · FAX (434) 591-1911 · [www.fluvannacounty.org](http://www.fluvannacounty.org)

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## MEMORANDUM

TO: Board of Supervisors  
FROM: Eric Dahl, Management Analyst  
SUBJECT: FY14 Contingency Balance  
DATE: January 2, 2014

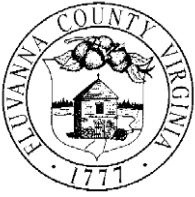
The balance for the BOS Contingency line for FY14 is as follows:

Board of Supervisors Contingency:

Beginning Budget:	\$100,000.00
LESS: U12 Youth Football 6.19.13	-\$19,965.00
LESS: James River Water Authority Funding 11.20.13	-\$25,000.00
LESS: Town of Columbia Signage 11.20.13	-\$3,000.00
LESS: Cunningham and Columbia Schools Insurance 12.04.13	-\$4,751.00
Available:	\$47,284.00

Total Available Budget: Board of Supervisors Contingency Line

**\$47,284.00**



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# COUNTY OF FLUVANNA

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## MEMORANDUM

TO: Board of Supervisors  
FROM: Eric Dahl, Management Analyst  
SUBJECT: FY14 Capital Reserve Balance  
DATE: January 2, 2014

The balance for the Capital Reserve for County and Schools in FY14 is as follows:

County Capital Reserve:

FY14 Beginning Budget:	\$171,575.00
LESS: County Building and Fire Code Issues 12.04.13	-\$8,000.00
LESS: Cunningham School Tank Removal 12.04.13	-\$12,000.00
LESS: Carysbrook Field Lighting 12.18.13	-\$37,000.00
LESS: Social Services Building Preconditioning HVAC System 12.18.13	-\$22,400.00
<b>Available:</b>	<b>\$92,175.00</b>

Schools Capital Reserve:

FY14 Beginning Budget:	\$200,580.00
LESS: Abrams building datacenter infrastructure and generator 07.03.13	-\$40,000.00
LESS: Central Elementary intercom and phone system split 07.03.13	-\$8,500.00
LESS: School Bus Monitoring Cameras with GPS and Video Software 11.06.13	-\$25,500.00
<b>Available:</b>	<b>\$126,580.00</b>