



**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**WORK SESSION AND REGULAR MEETING AGENDA**

Circuit Courtroom, Fluvanna Courts Building

August 17, 2016

**4:00 PM (Courthouse)**

**7:00 PM (Courthouse)**

TAB	AGENDA ITEMS
<b>A – CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE</b>	
<b>B – WORK SESSION</b>	
	County Land Use and Revenue Enhancement Discussion
<b>C – CLOSED MEETING AND DINNER RECESS</b>	
	TBD
<b>RECESS – DINNER BREAK</b>	
<b>RECONVENE @ 7:00pm</b>	
<b>1 – CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE</b>	
<b>2 – ADOPTION OF AGENDA</b>	
<b>SPECIAL PRESENTATION</b>	
	Community Service Award Resolution Recognizing Rudy Garcia
<b>3 – COUNTY ADMINISTRATOR’S REPORT</b>	
<b>4 – BOARD OF SUPERVISORS’ UPDATES</b>	
<b>5 – PUBLIC COMMENTS #1</b> (5 minutes each)	
<b>6 – PUBLIC HEARING</b>	
K	ZMP 16:01 Nahor Village Amendment—James Newman, Planner
L	ZTA 16:02 Fluvanna County Subdivision Ordinance—James Newman, Planner
M	SUP 16:07 Sycamore Square LLC—James Newman, Planner
Mc	SUP 16:06 Silver Lining Flowers LLC—James Newman, Planner
<b>7 – ACTION MATTERS</b>	
N	Ordinance Amendment – Vehicle License Fees – Steven M. Nichols, County Administrator
O	County Attorney Agreement – Steven M. Nichols, County Administrator
P	FY17 Staff Pay Plan – Steven M. Nichols, County Administrator
Q	Louisa Raw Water Line Project - Site Plan Reviews Fee Waiver—Jason Smith, Director of Community and Economic Development
R	FY18 Budget Calendar—Martin Brookhart, Management Analyst
S	Social Services Request to Consolidate Two Part-Time Benefit Programs Specialist positions to One Full-Time position—Gail Parrish, Human Resources Manager
T	Appointment to Recreation Advisory Board, Youth Position—Kelly Belanger Harris, Clerk to the Board

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

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

- U Appointment of the Fluvanna County Representative on the Blue Ridge Juvenile Detention (BRJD) Commission – Steve Nichols, County Administrator
- V Appointment to the Central Virginia Regional Jail Authority, Alternate Position – Steve Nichols, County Administrator

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

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- W Fluvanna Rescue Facilities Update – Eric Dahl, Deputy County Administrator/Finance Director
- XYZ VDOT Quarterly Report – Alan Saunders, VDOT Fluvanna/Louisa Residency Administrator

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**9 – CONSENT AGENDA**

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- A Minutes of August 3, 2016 Board of Supervisors Meeting—Kelly Belanger Harris, Clerk to the Board
- B Accounts Payable, July 2016—Eric Dahl, Deputy County Administrator and Finance Director
- C Update Procurement Policies and Procedures Manual—Cyndi Toler, Purchasing Agent
- D Social Services Facility Upgrades – Wayne Stephens, Public Works Director / County Engineer
- E Secondary Street Acceptance – Villages at Nahor—Jason Stewart, Planning and Zoning Administrator
- F FY17 County Administrator Pay Increase—Gail Parrish, Human Resources Manager
- G FY16 Four-For-Life Supplemental Appropriation—Martin Brookhart, Management Analyst
- H Virginia Information Technologies Agency FY18 E-911 PSAP Education Program Grant Award—Andrea Gaines, Communication Director
- I Virginia Information Technologies Agency FY18 E-911 PSAP Grant—Andrea Gaines, Communication Director
- J GO Virginia Support Resolution – Jason Smith, Community & Economic Development Director
- K Economic Development and Tourism Advisory Council (EDTAC) Bylaws—Jason Smith, Director of Community and Economic Development

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**10 – UNFINISHED BUSINESS**

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TBD

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**11 – NEW BUSINESS**

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TBD

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**12 – PUBLIC COMMENTS #2** (5 minutes each)

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**13 – CLOSED MEETING**

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TBD

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**14 – 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.

\*\*\*\*\*

## **ORDER**

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

## **PUBLIC HEARING RULES OF PROCEDURE**

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

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## COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

2016-08-17 p. 4/362  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
[www.fluvannacounty.org](http://www.fluvannacounty.org)

### 2016-2017 STRATEGIC INITIATIVES AND ACTIONS

#### Strategic Initiative A -- SERVICE DELIVERY

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

#### Strategic Initiative B -- COMMUNICATION

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

#### Strategic Initiative C -- PROJECT MANAGEMENT

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

**C6** - Finalize locations and fund installation of Fire Hydrants in the Columbia District along the route of the Louisa County Water Authority raw water pipeline.

**C7** - Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.

**C8** - Successfully oversee and manage the County's E911 Emergency Communications System Project.

**C9** - Proceed with the Pleasant Grove Farm Museum design.

**C10** - Investigate opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.

#### **Strategic Initiative D -- ECONOMIC DEVELOPMENT AND TOURISM**

**D1** - Create EDTAC - Economic Development and Tourism Advisory Council.

**D2** - Plan for Fluvanna County activities to celebrate the Virginia Business Appreciation Month in May 2016.

**D3** - Draft and adopt a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.

**D4** - Create separate Tourism and Business information pages for the County website.

**D5** - Create a Fluvanna County "triangle" tourism brochure describing a Monticello, Pleasant Grove House & Museum, Old Stone Jail, Historic Courthouse, and Montpelier history and tourism route.

**D6** - Create a "Faces and Places of Fluvanna" Poster and Rack Card to market Fluvanna County as a destination for tourism and recreational activities.

**D7** - Create a "New Residents Guide" package for distribution to local Real Estate agents.

**D8** - Develop a "This is Fluvanna County" video message to be shared with county citizens and businesses as well as use with county economic development initiatives.

**D9** - Investigate and pursue with State offices the installation of select Boat Ramps along the Rivanna and James Rivers to support additional recreational and tourism opportunities.

**D10** - Investigate opportunities for park expansion or Rivanna River access points to support expanded recreational activities in Fluvanna (e.g., Crofton Park, LMOA river access areas, Town of Columbia flood plain/potential park, etc.).

**D11** - Support local businesses and entrepreneurs by establishing a focused business appreciation and expansion program.

#### **Strategic Initiative E -- FINANCIAL STEWARDSHIP AND EFFICIENCY**

**E1** - Identify all sources of revenue the county can use to finance local government programs and services and determine which sources Fluvanna County should utilize.

**E2** - Investigate creation of a "Capital Depreciation Fund" that would be funded within the tax rate each fiscal year to save for future capital needs.

**E3** - Update, format, and improve web-accessibility of all County Financial Policies.

**E4** - Review, update, and approve new Fluvanna County Proffer Guidelines.

**E5** - Reduce the County's reliance on creating and mailing paper checks for payments and to implement ACH/EFT transaction options.

**E6** - Research and provide samples of Monthly Treasurer Report options and formats so that the Board can decide what they would like to see on a recurrent basis (e.g., what reports are provided in other counties?). Create report for inclusion in Board package each month, as well as a quarterly in-person briefing on the data.



## FLUVANNA COUNTY BOARD OF SUPERVISORS

### AGENDA ITEM STAFF REPORT

<b>Meeting Date:</b>	August 17, 2016					
<b>AGENDA TITLE:</b>	ZMP 16:01- Nahor Master Plan Amendment					
<b>MOTION(s):</b>	I move that the Board of Supervisors approve/deny/defer ZMP 16:01, A request to amend the Nahor Village Master Plan in regards to the number and type of single family dwellings, with respect to the entirety of Nahor Village, centered around 2.84 acres of Tax Map 17, Section A, Parcel 1F.					
<b>TIED TO STRATEGIC INITIATIVES?</b>	Yes	No	<b>If yes, list initiative(s):</b>			
		x				
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other	
	X					
<b>STAFF CONTACT(S):</b>	James Newman, Planner					
<b>PRESENTER(S):</b>	James Newman, Planner					
<b>RECOMMENDATION:</b>	Approval					
<b>TIMING:</b>	Immediate					
<b>DISCUSSION:</b>	Request to amend Nahor Village Master Plan, with respect to the entirety of Nahor Village, centered around 2.84 acres of Tax Map 17, Section A, Parcel 1F					
<b>FISCAL IMPACT:</b>	-					
<b>POLICY IMPACT:</b>	The Board of Supervisors may: <ul style="list-style-type: none"> <li>• Approve this request OR;</li> <li>• Deny this request OR;</li> </ul> Defer this request and make a final decision at a later date.					
<b>LEGISLATIVE HISTORY:</b>	Review of proposed special use permit, in accordance with Chapter 22, Article 4 of the Fluvanna County Code (Zoning Ordinance: Uses permitted by special use permit only).  Application was received on May 2, 2016  Planning Commission reviewed the request on July 27, 2016					
<b>ENCLOSURES:</b>	Staff Report					
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other	
					X	





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### STAFF REPORT

**To:** Fluvanna County Board of Supervisors  
**Case Number:** ZMP 16:01  
**Tax Map:** Tax Map 17, Section A, Parcel 1F

**From:** James Newman  
**District:** Cunningham  
**Date:** August 17, 2016

**General Information:**

This request is to be heard by the Board of Supervisors on Wednesday August 17, 2016 at 7:00 pm in the Circuit Court Room in the Courts Building.

**Owner/Applicant:**

Owner is NVA Properties LLC. Applicant is Southern Development Homes

**Representative:**

Southern Development Homes

**Requested Action:**

A request to amend the Nahor Village Master Plan in regards to the number and type of single family dwellings, with respect to the entirety of Nahor Village, centered around 2.84 acres of Tax Map 17, Section A, Parcel 1F

**Location:**

The property is located at the intersection of Village Boulevard and Thomas Jefferson Highway (State Route 600). The property is located in the Cunningham Election District and is within the Rivanna Community Planning Area.

**Existing Zoning:**

R-3 Residential, Planned Community (Attachment B)

**Proposed Zoning:**

Amendment to Master Plan. Not changing zoning.

**Existing Land Use:**

Housing

**Planning Area:**

Rivanna Community Planning Area

**Adjacent Land Use:**

Adjacent properties are zoned A-1, R-4, and B-1.

**Zoning History:**

ZMP 04:04: Request to rezone property from A1 and B1 to R3. Approved by Planning Commission on September 27, 2004. Approved by Board on April 20, 2005

SUB 05:97: Request for an R-3 Subdivision with congregate care facility. Approved Nov 28 2005 by the Planning Commission.

Approved July 27, 2016 by the Planning Commission 4-0-1

**Neighborhood Meeting:**

Neighborhood meeting was held May 11<sup>th</sup>. There was one (1) attendee. There were no questions; the attendee had come to learn about the project and was satisfied with what he heard. (Attachment D)

An additional neighborhood meeting was held on Friday July 22, 2016, as not all applicable parties had received notification for the earlier meeting held in May. At this meeting, there were 5 attendees. The following questions were raised:

1. *Will the number of units be reduced?*—Yes, both the number of units and site density are being reduced
2. *Will there be a community garden?*—This is for the Home Owners Association to decide.
3. *Will VDOT limit parking?*—This is something that VDOT will make a decision on.

**Technical Review Committee:**

The following comments are the result of the Technical Review Committee meeting that was held on Thursday, May 12, 2016.

1. VDOT asked the applicant to cut down trees on Rt 636 in order to allow for improved line-of-sight.
2. Fire Chief Brent stated he had no comments.
3. Planning Staff stated they have no comments.
4. The Department of Forestry stated they have no comments
5. Health Dept. stated they have no comments.
6. Erosion and Sediment Control has no concerns.

(Attachment E)

**Analysis:**

The applicant is requesting to amend their Master Plan to change the type and density of housing from single-family attached dwellings (townhomes) in favor of single-family detached dwellings. The total number of lots is decreased from 103 units to 78 units. Open space is increased with this amendment while at the same time decreasing the density of the neighborhood, as well as decreasing the amount of impervious surface area.

The applicant will decrease their attached single family (townhome) units from 76 to 24 (a loss of 52 units) while increasing detached single-family housing from 26 units to 52 (a gain of 26 units). Density drops from 2.7 Dwelling Units/acre to 2.05 Dwelling Units/acre, creating a less dense, more spread out built environment.

Site Plan appears to conform to the requirements of Fluvanna County Code. Density requirements of Sec. 22-7-8 are met within limitations, and this Nahor Village has been approved in the past by both the Planning Commission and the Board of Supervisors.

(Attachment C)

### **Comprehensive Plan:**

#### **Land Use Chapter:**

The Comprehensive Plan designates this property as within the Rivanna Community Planning Area. According to this chapter, *“additional services and infrastructure are needed to accommodate more growth”*. Additionally, *“medium and small commercial businesses, along with office, civic, and residential uses, combine to form a series of neo-traditional developments that are interconnected with surrounding development”*. This is a heavily populated area of the county, with a variety of retail establishments designed to support the existing residential community.

The Rivanna Community Planning Area is the most developed planning area in the county, and represents a good mixture of residential and commercial uses to sustain the citizenry. A variety of retail, food service, and professional service oriented businesses are located in and around the Rivanna CPA. This site already has houses built, and this Master Plan amendment merely changes the style of housing built from townhomes to detached homes.

### **Conclusion:**

This rezoning amendment request appears to meet the intent of the Comprehensive Plan in that the proposed rezoning may contribute to *“maintain the rural character of the surrounding area, enhance the country suburban character of the community, promote a vibrant quality of life for residents, and plan for the future”*(pg. 50).

In addition to conformance with the Comprehensive Plan, the Planning Commission may want to consider any potential adverse impacts, such as traffic entering and exiting the property, noise, or potential impacts to adjacent properties.

### **Suggested Motion:**

I move that the Board of Supervisors approve/deny/defer ZMP 16:01, a request to amend the Nahor Village Master Plan in regards to the number and type of single family dwellings, with respect to the entirety of Nahor Village, centered around 2.84 acres of Tax Map 17, Section A, Parcel 1F.

**Attachments:**

- A – Application and APO Letter
- B – Aerial Vicinity Map
- C- Site Plan
- D – Neighborhood meeting sign in sheet
- E – TRC comment letter
- F- 2005 Approval Letter
- G- Ordinance Language for BOS

Copy: File

Keith Lancaster at [klancaster@southerdevelopment.com](mailto:klancaster@southerdevelopment.com)

## Attachment A

Reset Form

Print Form



COMMONWEALTH OF VIRGINIA  
COUNTY OF FLUVANNA  
Application for Rezoning

Received

MAY 02 2016

Planning Dept.

Owner of Record: **NVA PROPERTIES LLC**E911 Address: **4095 VALLEY PIKE WINCESTER, VA 22602**

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Applicant of Record: **SOUTHERN DEVELOPMENT HOMES**E911 Address: **170 SOUTH PANTOPS DR. CVILLE, VA 22911**Phone: **434-245-0894** Fax: \_\_\_\_\_Email: **charlesA@southerndevelopment.com**Representative: **APPLICANT**

E911 Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

Is property in Agricultural Forestal District? ☒ No ☐ Yes

If Yes, what district: \_\_\_\_\_

Tax Map and Parcel(s): **17A-1F**Deed Book Reference: **849-416**Acreage: **38.11** Zoning: **R3**Deed Restrictions? ☐ No ☐ Yes (Attach copy)Location of Parcel: **ROUTE 53 SOUTH OF LAKE MONTICELLO**Requested Zoning: **R3 (EX)**Proposed use of Property: **RESIDENTIAL****Affidavit to Accompany Petition for Rezoning**

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the Board of Supervisors during the normal discharge of their duties in regard to this request.

I/We, being duly sworn, depose and say that we are Owner/Contract Owner of the property involved in this application and that we have familiarized ourselves with the rules and regulations of the Zoning Ordinance with respect to preparing and filing this application, and that the foregoing statements and answers herein contained and the information on the attached map to the best of our ability present the argument on behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of our knowledge.

Date: **4/27/2016**

Signature of Owner/Applicant:

Subscribed and sworn to before me this **27th** day of **April**, 20 **16** Register # **7500531**My commission expires: **7/31/2019** Notary Public: **All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.**

OFFICE USE ONLY			
Date Received: <b>05/02/16</b>	Pre-Application Meeting: <input checked="" type="checkbox"/>	PH Sign Deposit Received: <input checked="" type="checkbox"/>	Application #: <b>ZMP 16-001</b>
\$1,000 plus \$50 for per acre plus mailing costs fee paid: <b>Mailing Costs: \$20.00</b> Adjacent Property Owner (APO) after 1st 15, Certified			
Proffer or Master Plan Amendment: \$750.00 plus mailing costs			
Election District: <b>Cunningham</b>	Planning Area: <b>Fluvanna CPA</b>		
Planning Commission		Board of Supervisors	
Advertisement Dates: <b>May 30th (June 4th &amp; 16th)</b>	Advertisement Dates: <b>June 13th (June 23rd &amp; 30th)</b>		
APO Notification: <b>June 6th</b>	APO Notification: <b>June 27th</b>		
Date of Hearing: <b>June 22nd</b>	Date of Hearing: <b>July 6th</b>		
Decision: _____	Decision: _____		

Fluvanna County Department of Planning &amp; Community Development \* Box 540 \* Palmyra, VA 22963 \* (434)591-1910 \* Fax (434)591-1911

This form is available on the Fluvanna County website: [www.fluvannacounty.org](http://www.fluvannacounty.org)

Wanda S. Brown  
Commonwealth of Virginia  
Notary Public  
Commission No. 7500551



Received

MAY 6

Planning

Received  
MAY 11 2016  
Planning Dept.

**All maps and plans submitted are to be either 8 1/2" x 11" or 11" x 17". One original of any size may be provided to staff for use at the Public Hearing.**

**COUNTY STAFF USE ONLY**

- ☒ Completed Rezoning Application signed by the current owner of the property or a separate statement signed by the current owner authorizing the application (Affidavit to accompany Petition for Rezoning).
- ☒ Copy of plat(s) showing existing and proposed improvements
- ☒ Copy of Tax Map (preferred)
- ☐ Copy of deed restrictions (if applicable)
- ☒ Description of proposed use
- ☒ Preliminary site plan (10 required, 18 preferred)
- ☐ Any applicable contracts, easements, etc.
- ☒ Application fee in full made payable to **Fluvanna County**.

## Review of the Application

- ☒ Preliminary review by planning staff for completeness and content.
- ☒ Copies of application: office, agencies and county attorney
- ☒ Government agency review and comment (not an inclusive listing)
- |   |   |
|---|---|
| <input checked="" type="checkbox"/> VDOT              | <input type="checkbox"/> Aqua Virginia          |
| <input checked="" type="checkbox"/> Health Department | <input type="checkbox"/> School Superintendent  |
| <input checked="" type="checkbox"/> Fire Chief        | <input type="checkbox"/> Army Corp of Engineers |
| <input type="checkbox"/> FUSD Manager                 | <input type="checkbox"/> County Administer      |
- ☒ Any concerns addressed by the governmental agencies shall be discussed in a meeting with the applicant and a representative from the agency.
- ☐ Placed as a Public Hearing on the next available agenda of the Planning Commission.
- ☐ Notification of the scheduled Public Hearing to the following:
- |  |   |
|--|---|
| <input type="checkbox"/> Applicant                                       | <input type="checkbox"/> All adjacent property owners |
| <input type="checkbox"/> Advertise in accordance with VA Code § 15.1-431 |   |
- ☐ Staff Report to include, but not be limited to:
- |   |
|---|
| <input type="checkbox"/> Is the need for change necessary?  |
| <input type="checkbox"/> Is the change consistent with good planning practices?                     |
| <input type="checkbox"/> Is the change consistent with the comprehensive plan?                      |
| <input type="checkbox"/> Is the change consistent with the adjacent land uses?                      |
| <input type="checkbox"/> Will the change constitute spot zoning?                                    |
| <input type="checkbox"/> Are proffers necessary?  |
| <input type="checkbox"/> Is there any detriment to the health, safety and welfare of the community? |

☒ ☐

☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒

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☐ Sent to applicable agencies  
via TRC meeting email

May 5, 2016

☐

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## COUNTY STAFF USE ONLY

**Meetings for the processing of the application**

- ☐ Applicant for a representative must appear at the scheduled hearing. The Planning Commission may: defer the request pending further consideration or recommend to the Board of Supervisors: Approval; Approval subject to submittal or correction; or denial.
- ☐ Notification to the applicant regarding the Planning Commission's decision.
- ☐ Placed as a Public Hearing on the next available agenda of the Board of Supervisors.
- ☐ Staff Report and Planning Commission recommendation forwarded to the Board of Supervisors.
- ☐ Notification of the scheduled Public Hearing to the following:
- ☐ Applicant      ☐ All adjacent property owners
- ☐ Advertise in accordance with VA Code § 15.1-431
- ☐ Applicant or a representative must appear at the scheduled hearing. After considering all relevant information from the applicant and the public, the Board of Supervisors will deliberate on points addressed in the Staff Report.
- ☐ The Board of Supervisors may: Approve; Deny; or defer the request pending further consideration; or remand the case back to the Planning Commission for further consideration.

**Actions**

- ☐ With approval, the development may proceed.
- ☐ If denied, an appeal to the Courts may be prescribed by law.
- ☐ No similar request for a Rezoning for the same use at the same site may be made within one year after the denial.

Received

MAY 11 2016

Planning Dept.

## Attachment A

# Memorandum

DATE: June 29, 2016  
RE: Planning Commission APO Letter  
TO: Jason Stewart  
FROM: Deidre Creasy

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the July 27, 2016 Planning Commission Meeting.



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**COUNTY OF FLUVANNA**

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2016-08-17 p. 17/362  
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**NOTICE OF PUBLIC HEARING**

June 29, 2016

«Name»  
«Address»  
«City\_State» «ZIP»  
TMP#«TMP»

**Re: Public Hearing on ZMP 16:01**

Dear «Name»:

This letter is to notify you that the Fluvanna County Planning Commission will hold a public hearing on the above referenced item as noted below:

<b>Purpose:</b>	<b>Planning Commission Public Hearing</b>
<b>Day/Date:</b>	<b>Wednesday July 27, 2016</b>
<b>Time:</b>	<b>7:00 PM</b>
<b>Location:</b>	<b>Fluvanna County Circuit Court Room, Palmyra, VA</b>

The applicant or applicant's representative will be present at the Board of Supervisors meeting for the rezoning request that is described as follows:

**ZMP 16:01– Nahor Village Amendment**- A request to amend the Nahor Village Master Plan in regards to the number and type of single family dwellings, with respect to the entirety of Nahor Village, centered around 2.84 acres of Tax Map 17, Section A, Parcel 1F. The property is zoned R-3 Residential, and is located at the intersection of Village Boulevard and Thomas Jefferson Parkway (State Route 53). The property is located in the Cunningham Election District, and is within the Rivanna Community Planning Area.

You are welcome to attend the Public hearing and you will have an opportunity to comment, if desired. The tentative agenda and staff report for this action is available for public review on the County website at: <http://fluvannacounty.org/government/bos/agendasactionsminutes>. You can also view the report in the Fluvanna County Planning and Zoning Department during working hours (8:00 am – 5:00 pm, Monday through Friday).

If you have any questions regarding this rezoning application or the Public Hearing, please contact me at 434-591-1910.

Sincerely,

Jason Stewart  
Planning and Zoning Administrator

# Attachment A

2016-08-17 p. 18/362

LINK	MLNAM	MADD1
17 2 1	KNIGHT, ALEXANDER & AUDREY LE ET AL	1036 RED BANK LANE
17 9 1	HADEN, LISA	2195 PENDLETON PL
17 A 10	NVA PROPERTIES LLC	4095 VALLEY PIKE
17 A 10A	GLORYSTONE, LLC	6440 THOMAS JEFFERSON PKWY STE B
17 A 12	WHITE, JOAN G	276 NAHOR MANOR RD
17 A 13	VLASIS, MICHAEL A ET UX	11 GARDEN LN
17 A 14	BROWNING TRUST	82 NAHOR MANOR RD
17 A 15	SILVERMAN ROBERT W & CYNTHIA J	14 BRIARWOOD RD
17 A 16	HANEY, DAVID S	615 TEPEE TOWN RD
17 A 20	HANEY, DAVID S SR	615 TEPEE TOWN RD
17 A 21	HANEY, DAVID S	615 TEPEE TOWN RD
17 A 57	MC CANN, RODGER WAINE	5975 THOMAS JEFFERSON PKWY.
17 A 8E	LEY, NEAL & CAROLYN A	6650 THOMAS JEFFERSON PKWY
17 A 9A	AWL ENTERPRISES LLC	6650 THOMAS JEFERSON PKWY
17A 1 10	FIELDS, ROLLING & KATHERINE	16 SPRUCE ST
17A 1 11	SNOW, LINDA ANNE	24 SPRUCE DR
17A 1 12	PAVLACKA, JAN M & CARYLON S	30 SPRUCE DR
17A 1 13	RH PROPERTY LLC	P O BOX 774
17A 1 14	RH PROPERTY LLC	P O BOX 774
17A 1 15	MANNHEIMER FAMILY TRUST	52 SPRUCE DR
17A 1 16	WOLVERTON, STEPHANIE	56 SPRUCE DR VILLAGE PLACE
17A 1 17	MURPHY, JULIE D	68 SPRUCE DR
17A 1 18	SOUTHERN PROPERTY LLC	170 SOUTH PANTOPS DR
17A 1 19	RITTENHOUSE, PEGGY H	82 SPRUCE DR
17A 1 20	LEAKE REVOCABLE TRUST	88 SPRUCE DR
17A 1 30	BRYAN FAMILY TRUST	5225 SHEPPARTON WAY
17A 1 31	DILLINGER-CLAPP, ELSIE	149 TULIP DR
17A 1 32	NICHOLS, STEVEN M & BRENDA L	135 TULIP DR
17A 1 35	SOUTHERN PROPERTY LLC	170 S PANTOPS DR
17A 1 37	DUNNE, STANLEY J & GAIL A	75 TUIP DR
17A 1 39	SOUTHERN PROPERTIES LLC	170 S PANTOPS DR
17A 1 40	CARNEY, WAYNE K & MARILYN A	166 VILLAGE PL
17A 1 41	COUNTRYMAN, BRUCE A & SUSAN L	172 VILLAGE BLVD
17A 1 42	MCVAY ASSET PROTECTION TRUST	176 VILLAGE BLVD
17A 1 43	HELD, LAWRENCE & SUSAN	180 VILLAGE BLVD
17A 1 44	SANTORO, RONALD E	194 VILLAGE BLVD
17A 1 45	GARRETT, TONY L & KATHLEEN K TRUST	20645 N ENCHANTMENT PASS
17A 1 46	RINDOS, GEORGE J JR & ANNEMARIE	202 VILLAGE BLVD
17A 1 47	SMITH TRUST, THE	212 VILLAGE BLVD
17A 1 48	DORSEY, RANDALL R & KAREN S	322 VILLAGE BLVD
17A 1 51	SOUTHERN PROPERTY LLC	170 SOUTH PANTOPS DR
17A 1 52	SOUTHERN PROPERTY LLC	170 SOUTH PANTOPS DR
17A 1 53	KOYANIK, NANCY C R & LYNNE A REED	73 MULBERRY DR
17A 1 54	COOK, GEORGE E. JR	61 MULBERRY DR
17A 1 55	BIEL, JOAN C	49 MULBERRY DR
17A 1 56	SAWYER, WARREN M & DEBRA H	31 MULBERRY DR

# Attachment A

17A 1 57	ZABRANSKY, DAVID K & SALLY J	19 MULBERRY DR
17A 1 59	COLVILLE DECLARATION OF TRUST	315 VILLAGE BLVD
17A 1 60	SIGNORETTI, RAYMOND R & THERESA C	305 VILLAGE BLVD
17A 1 9	STEVENS, RUTH E	1385 STONE CREEK LN APT 101
18A 11A 51	MAYHEW, PHILLIP R & DOROTHEA L	29 FLEETWOOD DR
18A 11A 52	WATKINS, RANDAL J & DONNA L	27 FLEETWOOD DR
18A 11A 53	INMAN, BRADLEY & JUDY A	25 FLEETWOOD DR
18A 11A 54	FOSTER LIVING TRUST	23 FLEETWOOD DR
18A 11A 55	SHERWOOD, NEAL E & GWENDOLYN N	21 FLEETWOOD DR
18A 11A 56	QUANTOCK, KENNETH H & NANCY H	19 FLEETWOOD DR
18A 11A 57	PALAMOUNTAIN, VALERIE J	17 FLEETWOOD DR
18A 11A 58	ANDERSON, ERIC W & CHRISTINA M	15 FLEETWOOD DR
18A 11A 59	RODRIGUEZ, DELFINA	13 FLEETWOOD DR
18A 11A 60	JACOBUS, MICHAEL G & SALLY A	5534 55TH AVE
18A 11A 61	DIZINNO, ANTHONY JR ET AL	5039 TOBERMORY WAY
18A 11A 62	WESOLOVSKI, STEVEN & BARBARA	69 AGRESS RD
18A 11A 63	BURKE, GERARD W & IRENE C	1 GOODMAN LANE
18A 11A 64	HELLER FAMILY TRUST, THE	11 FLEETWOOD DR
18A 11A 65	HELLER FAMILY TRUST	11 FLEETWOOD DR

# Attachment A

**MADD2**

FORK UNION, VA 23055

SUWANEE, GA 30024

WINCHESTER, VA 22602

PALMYRA, VA 22963

PALMYRA, VA 22963

PALMYRA, VA 22963

PALMYRA, VA 22963

PALMYRA, VA 22963

BREMO BLUFF, VA 23022

BREMO BLUFF, VA 23022

BREMO BLUFF, VA 23022

PALMYRA, VA 22963

PALMYRA, VA 22963

PALMYRA, VA 22963

PALMYRA, VA 22963

PALMYRA, VA 22963

PALMYRA, VA 22963

EARLYSVILLE, VA 22936

EARLYSVILLE, VA 22936

PALMYRA, VA 22963

PALMYRA, VA 22963

PALMYRA, VA 22963

CHARLOTTESVILLE, VA 22911

PALMYRA, VA 22963

PALMYRA, VA 22963

VIRGINIA BEACH, VA 23455

PALMYRA, VA 22963

PALMYRA, VA 22963

CHARLOTTESVILLE, VA 22911

PALMYRA, VA 22963

CHARLOTTESVILLE, VA 22911

PALMYRA, VA 22963

PALMYRA, VA 22963

PALMYRA, VA 22963

PALMYRA, VA 22963

PALMYRA, VA 22963

MARICOPA, AZ 85138

PALMYRA, VA 22963

PALMYRA, VA 22963

PALMYRA, VA 22963

CHARLOTTESVILLE, VA 22911

CHARLOTTESVILLE, VA 22911

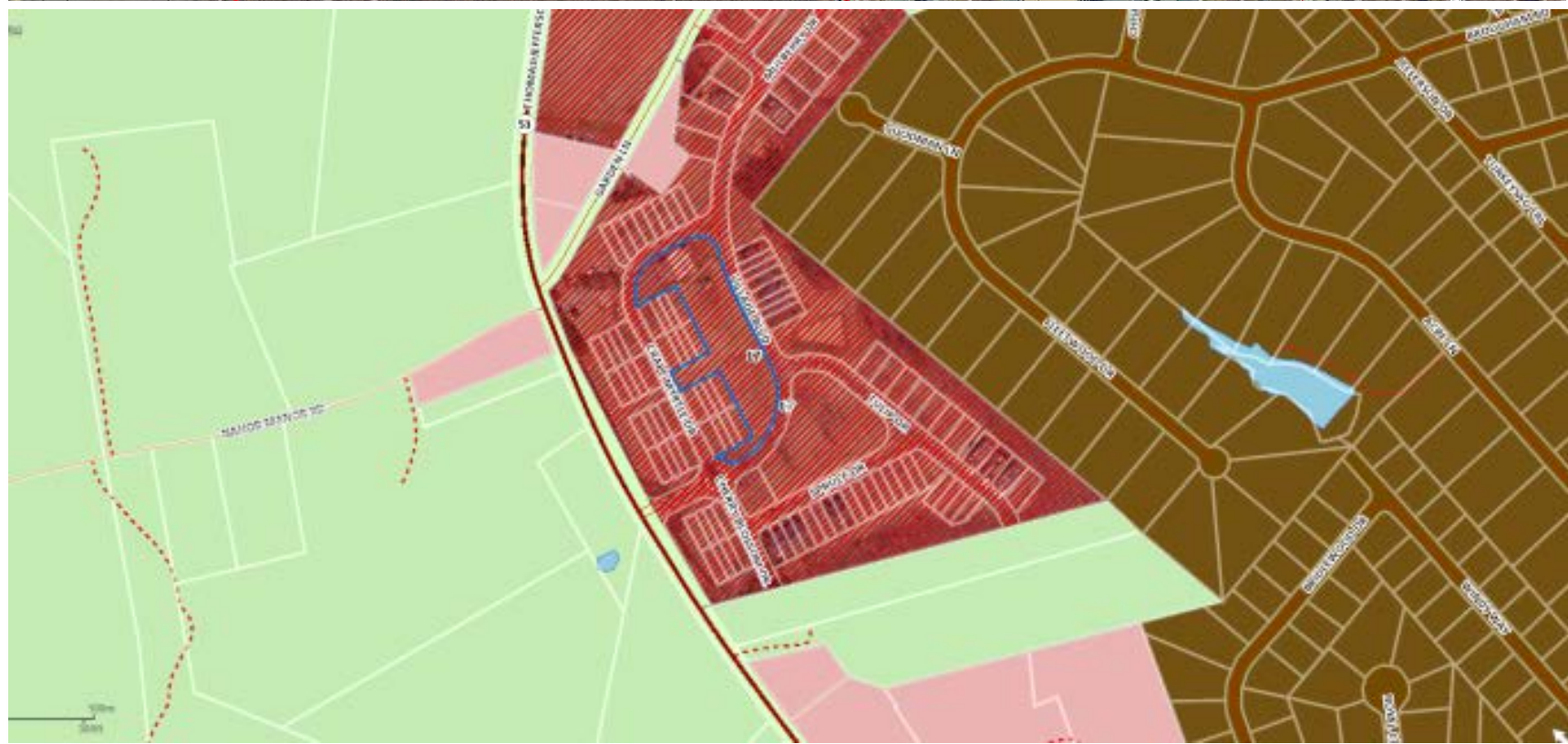
PALMYRA, VA 22963

PALMYRA, VA 22963

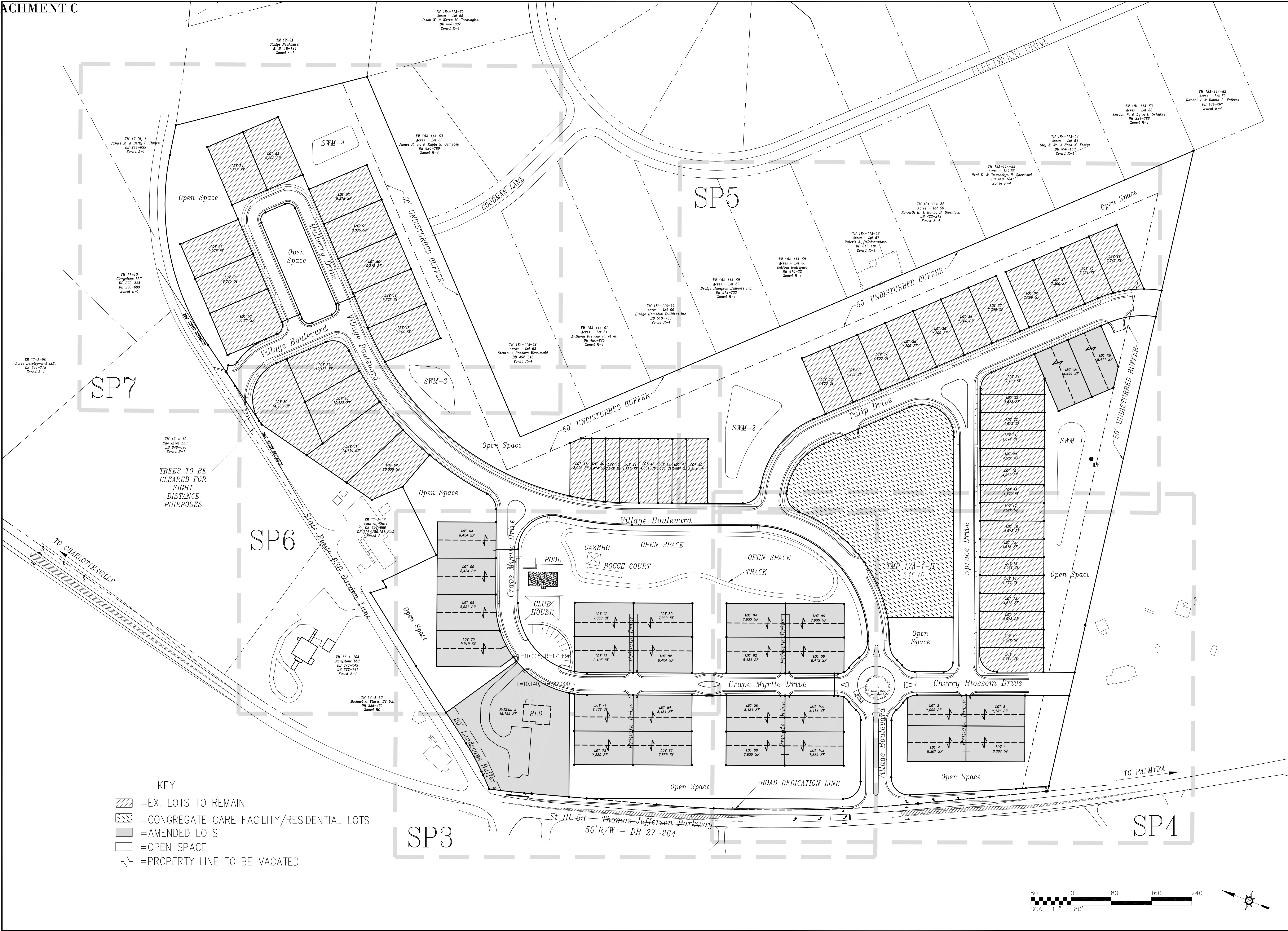
PALMYRA, VA 22963

PALMYRA, VA 22963

PALMYRA, VA 22963  
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PALMYRA, VA 22963  
CHARLOTTESVILLE, VA 22902  
PALMYRA, VA 22963  
PALMYRA, VA 22963  
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PALMYRA, VA 22963  
PALMYRA, VA 22963  
PALMYRA, VA 22963  
PALMYRA, VA 22963  
VERO BEACH, FL 32967  
BRADENTON, FL 34211  
PERRINEVILLE, NJ 8535  
PALMYRA, VA 22963  
PALMYRA, VA 22963  
PALMYRA, VA 22963







DOMINION  
Engineering

172 South Fencible Drive  
Charlottesville, VA 22911  
434.579.612 (P)  
434.579.612 (F)  
DOMINIONENGINEERING.COM

COMMONWEALTH OF VIRGINIA  
MICHAEL F. MYERS  
Lic. No. 33028

PROFESSIONAL ENGINEER

REVISIONS	DATE	DESCRIPTION

REVISIONS	DATE	DESCRIPTION

FILE NAME: 17-18-B-MasterPlan.dwg

SCALE: As Shown

DESIGNED BY: ---

DRAWN BY: BRY

CHECKED BY: ---

MASTER PLAN AMENDMENT FOR  
NAHOR VILLAGE SUBDIVISION  
CUNNINGHAM DISTRICT, FLUVANNA CO., VA

SHEET TITLE: AMENDED MASTER PLAN

DOM. PROJECT NO: 17-18

INDEX TITLE: SP2

SHEET NO: 2 OF 7

DATE: 5/1/16



SEE SP7

SEE SP5

SEE SP4

SEE SP6

SEE SP4

2016.08.17 p. 26.082

**Dominion Engineering**

172 South Henric Drive  
Chesapeake, VA 23041  
434.979.9121 (p)  
434.979.1681 (f)  
DOMINONG.COM

**Michael F. Myers**  
Lic. No. 33028

PROFESSIONAL ENGINEER

REVISIONS		REVISIONS	
NO.	DESCRIPTION	DATE	NO.

FILE NAME:  
17-03-2-NHVR-04

SCALE: As Shown

DESIGNED BY: ---

DRAWN BY: BRY

CHECKED BY: ---

SITE PLAN

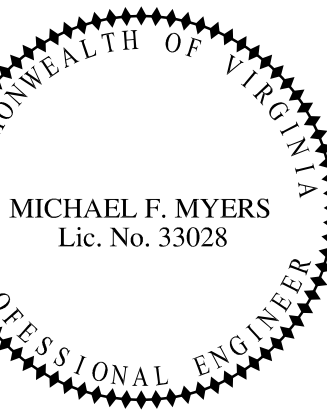
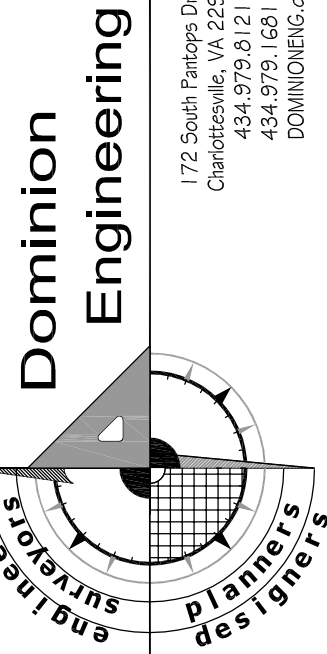
MASTER PLAN AMENDMENT FOR  
NAHOR VILLAGE SUBDIVISION  
CUNNINGHAM DISTRICT, FLUVANNA CO., VA

DOM. PROJECT NO: 17-18

INDEX TITLE:  
**SP3**

SHEET NO: 3 OF 7

DATE: 5/1/16

[illegible]

TITLE: NAHOR VILLAGE SUBDIVISION  
MASTER PLAN AMENDMENT FOR  
CUNNINGHAM DISTRICT, FLUVANNA CO., VA  
SITE PLAN

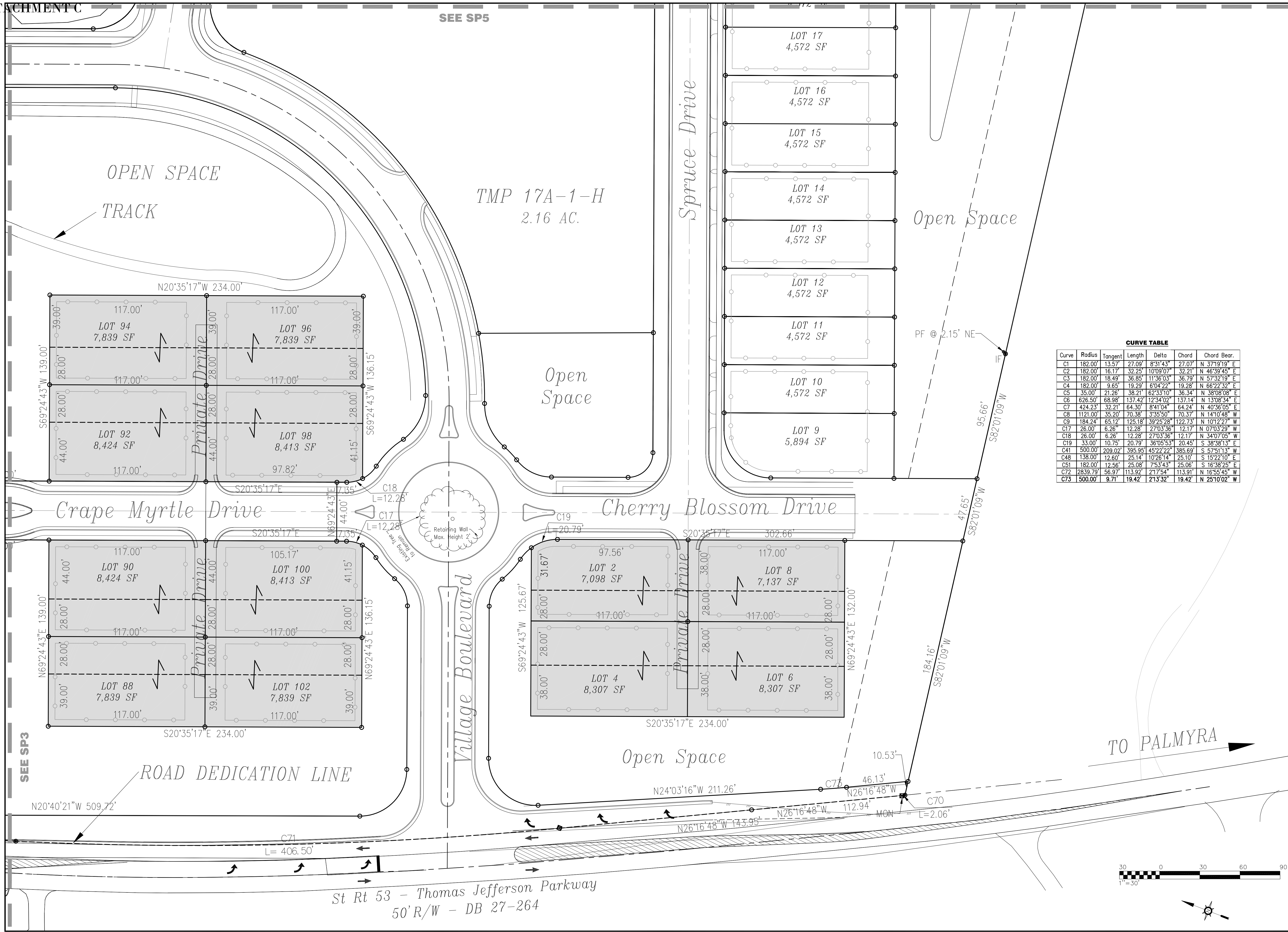
M. PROJECT NO:17-18

INDEX TITLE:

SP4

EET NO: 4 OF 7

TE: 5/1/16



Inc.

TM 18A-11A-58  
Acres - Lot 58  
Delfina Rodriguez  
DB 610-32  
Zoned R-4

TM 18A-11A-57  
Acres - Lot 57  
Valerie J. Palamountain  
DB 619-191  
Zoned R-4

TM 18A-11A-56  
Acres - Lot 56  
Kenneth H. & Nancy H. Quantock  
DB 423-213  
Zoned R-4

TM 18A-11A-55  
Acres - Lot 55  
Neal E. & Gwendolyn N. Sherwood  
DB 413-184  
Zoned R-4

Open Space

Tulip Drive

*TMP 17A-1-H*

**SEE SP4**

LOT 35  
7,200 SF

LOT 34  
7,200 SF

LOT 33  
7,200 SF

LOT 32  
7,200 SF

LOT 31  
7,200 SF

LOT 30  
7,221 SF

LOT 29  
7,742 SF

LO1 24  
7,130 SF

LOT 23  
4.572 SF

LOT 22  
4,572 SF

LOT 21  
4,572 SF

LOT 20  
4,572 SF

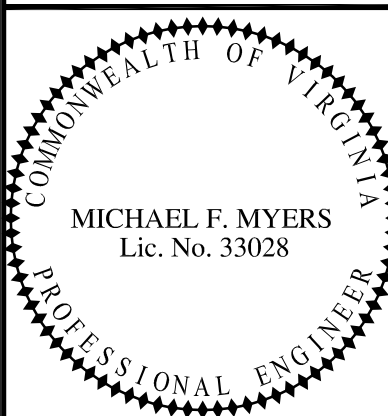
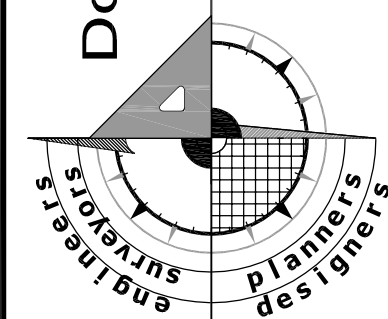
LOT 19  
4,572 SF

LOT 18  
4,572 SF

LOT 17  
1500 SF

SWM-1

Dominion Engineering

[illegible]

MASTER PLAN AMENDMENT FOR  
NAHOR VILLAGE SUBDIVISION  
CUNNINGHAM DISTRICT, FLUVANNA CO., VA

SHEET TITLE: SITE PLAN

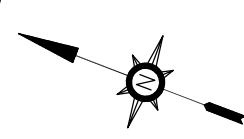
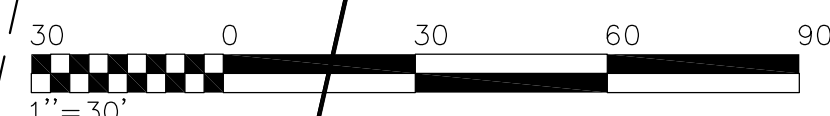
DOM. PROJECT NO:17-18

INDEX TITLE:

SP5

SHEET NO: 5 OF 7

DATE: 5/1/16







MASTER PLAN AMENDMENT FOR  
NAHOR VILLAGE SUBDIVISION  
CUNNINGHAM DISTRICT, FLUVANNA CO.,VA

SHEET TITLE: SITE PLAN

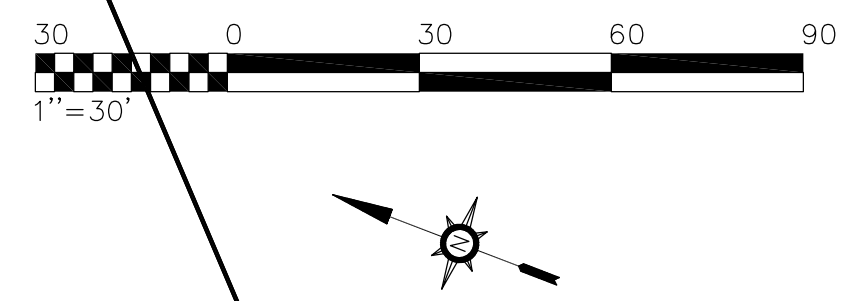
INDEX TITLE:  
ADN

SHEET NO: 7 OF 7

---

TM 17-10  
Glorystone LLC.  
DB 370-243  
DB 290-683  
Zoned B-1

TM 18A-11A-62  
Acres - Lot 62  
Steven & Barbara Wesolowski  
DB 452-246  
Zoned R-4



## Attachment D

Michael R Montgomery 180 Village Blvd KAHMVO@AOL.COM

ZMP 16:01 Neighborhood Meeting May 11, 2016

No questions

## Attachment D

July 22, 2016

Neighborhood  
Meetings

Mike Vlasits 11 GARDEN Lane

Irene C. Burke irenecburke@mac.com

Jim & Caryl Pavlacka jmpav@yahoo.com

Debra Kurre dkurre@earthlink.net.

5

Agenda

**COUNTY OF FLUVANNA***"Responsive & Responsible Government"*P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 [www.co.fluvanna.va.us](http://www.co.fluvanna.va.us)

May 12, 2016

Keith Lancaster  
170 South Pantops Drive  
Charlottesville VA, 22911

Delivered via email [klancaster@southern-development.com](mailto:klancaster@southern-development.com)

**Re: ZMP 16:01-Nahro Village Master Plan Amendment**  
**Tax Map: 17, Section A, Parcel 1F**

Dear Mr. Lancaster:

The following comments are the result of the Technical Review Committee meeting that was held on Thursday, May 12, 2016.

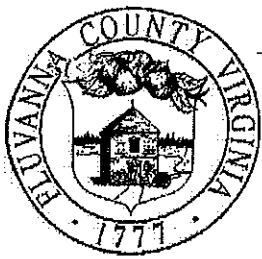
1. VDOT asked the applicant to cut down trees on Rt 636 in order to allow for improved line-of-sight.
2. Fire Chief Brent stated he had no comments.
3. Planning Staff stated they have no comments.
4. The Department of Forestry stated they have no comments
5. Health Dept. stated they have no comments.
6. Erosion and Sediment Control needs a revised plan of impervious surface coverage, using the potential congregate care facility as a base.

The Planning Commission will have a meeting to discuss this item at their Wednesday, June 22, 2016 meeting. Your attendance is required at this meeting.

If you have any questions or need additional information, please contact me at 434-591-1910.

Sincerely,  
James Newman  
Planner  
Dept. of Planning & Zoning

cc: File



# Attachment F

## COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 [www.co.fluvanna.va.us](http://www.co.fluvanna.va.us)

20 Steven Biel 62

Director of Planning & Community Development  
[sbiel@co.fluvanna.va.us](mailto:sbiel@co.fluvanna.va.us)

April 21, 2005

Acres Development, LLC  
Attn: Keith Smith  
929 Lake Monticello Road  
Palmyra, VA 22963

**REF: ZMP 04:04**

Dear Mr. Smith:

Please accept this letter as notification of the action taken on April 20, 2005 by the Board of Supervisors in regards to the request referenced above. Your request was **approved** with the following 14 proffers:

1. Acres Development L.L.C. proffers the attached Master Plan for land use, residential density, structure locations and site improvements.
  1. **Acres Development L.L.C. proffers that only a congregate care facility will be built on the parcel as shown on the Master Plan. No other land uses will be allowed.**
  2. The congregate care facility will consist of 60 to 80 dwellings with communal facilities and services, to include but not limited to; social activities, maintenance and housekeeping services, transportation services, dining services and other support services for its residents. The structure itself shall consist of one to three room units with- out kitchens, a communal dinning facility, recreation areas and facility management. If Nahor Village's Master Plan is approved and rezoned an application for a special use permit for the congregate care facility will be applied for within 90 to 120 days after rezoning.
2. "Nahor Village" will be an age restrictive master planned community for residents 50-55 years or older. This restriction shall apply for
3. Acres Developments L.L.C. will provide the right of ways (R.O.W.) for the upgrade and re-alignment of Rt. 636 (Garden Lane) as shown on the attached Master Plan and in accordance with VDOT's requirements and the attached traffic study. All required R.O.W.'s from Acres Development L.L.C. will be dedicated to VDOT as per VDOT's requirements.
4. Acres Developments L.L.C. will pave the existing Rt. 636 from the entrance of Rt. 636 and Rt. 53 to the furthest boundary line of Nahor Village on Rt. 636 in

accordance with VDOT's requirements. The intent is to eliminate road dust, increase safety and the current road stone bed will not be altered.

5. Acres Development L.L.C. will improve the portion of Rt. 53 as shown on Master Plan in accordance with VDOT's requirements and the attached traffic study. In addition and if permissible by VDOT we would like to create a pedestrian walkway of a minimum of 5 feet wide from the entrance of Nahor Village to as close to Food Lion as feasible. All required R.O.W.'s from Acres Development L.L.C. will be dedicated to VDOT as per VDOT's requirements.
6. Acres Development L.L.C. will provide a water and sewer tap for CPV's future power plant and/or others as shown on the Master plan. CPV and or /others will be responsible for application for service, application fee, connection fee and any required engineering.
7. Acres Development L.L.C. will provide a water and sewer connection for "Haden Place". "Haden Place" and or /others will be responsible for application for service, application fee, connection fee and any required engineering.
8. Acres Development L.L.C. will provide a water and sewer connection for "Management Recruiters of Piedmont". "Management Recruiters of Piedmont" and or /others will be responsible for application for service, application fee, connection fee and any required engineering.
9. Acres Development L.L.C. will provide a deeded access easement to "Management Recruiters of Piedmont" matching the current road bed of Rt. 636 (Garden Lane) from the new commercial entrance to the end of the adjoining property with "Management Recruiters of Piedmont". Acres Development L.L.C. will build the commercial entrance to VDOT's specifications. "Management Recruiters of Piedmont" and or /others will be responsible for the maintenance of the access easement.
10. Acres Development L.L.C. has agreed with "Management Recruiters of Piedmont" to install screening along its adjoining property line, either in a form of a fence or landscaping. The type, location and style of the screening will be shown on the recorded plat / site plan.
11. Acres Development L.L.C. will provide a water and sewer connection for "Ground Effects". "Ground Effects" and or /others will be responsible for application for service, application fee, connection fee and any required engineering. Acres Development L.L.C. will convey fee simple at "Ground Effects" at no cost its half of the existing road bed.
12. Acres Development L.L.C. will maintain the Undisturbed Buffers, Landscaped Buffers and Open Spaces as per attached "Open Space Plan" of the Master Plan.

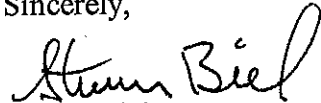
## Attachment F

13. Acres Development L.L.C. will proffer to VDOT \$50,000.00 at VDOT's request and per. VDOT's requirements for the installation of a future traffic light at the entrance of Turkey-sag Trail and Rt. 53.

14. Acres Development L.L.C. will construct a water pressure booster station for Nahor Village. As per the attached letter from Aqua Virginia, this booster station will also serve the residents at The Acres at Lake Monticello.

If I can be of any further assistance, please feel free to contact me.

Sincerely,



Steven Biel  
Planning Director

Copy: File

## **ATTACHMENT G**

Draft Ordinance for the Board of Supervisors to consider:

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS, pursuant to Virginia Code Section 15.2-2285, that the Fluvanna County Zoning Map be, and it is hereby, amended, as follows:

An Ordinance To Amend The Fluvanna County Zoning Map, With Respect to the entirety of Nahor Village, centered around 2.84 acres of Tax Map 17, Section A, Parcel 1F, to amend the Master Plan.

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

<b>Meeting Date:</b>	August 17, 2016				
<b>AGENDA TITLE:</b>	ZTA 16:02 Subdivision Fees Waiver for County				
<b>MOTION(s):</b>	I move that the Board of Supervisors approve/deny/defer ZTA 16:02, an amendment and accompanying resolution to the Fluvanna County Subdivision Ordinance entitled "AN ORDINANCE TO AMEND AND REENACT CHAPTER 19, ARTICLE 9 OF THE FLUVANNA COUNTY CODE BY CERTAIN AMENDMENTS TO SECTION AND SUBSECTION 19-9-6, THEREOF, AMENDING AND REENACTING THE FLUVANNA COUNTY SUBDIVISION ORDINANCE TO CONFORM TO THE CURRENT ENABLING LEGISLATION, AS AMENDED."				
<b>TIED TO STRATEGIC INITIATIVES?</b>	Yes X	No	<b>If yes, list initiative(s):</b>		A2
<b>AGENDA CATEGORY:</b>	Public Hearing X	Action Matter	Presentation	Consent Agenda	Other
<b>STAFF CONTACT(S):</b>	Brad Robinson, Senior Planner				
<b>PRESENTER(S):</b>	Brad Robinson, Senior Planner				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Immediate decision requested				
<b>DISCUSSION:</b>	Whether or not to stop the County from paying Subdivision Ordinance fees for County projects used for County purposes				
<b>FISCAL IMPACT:</b>	-				
<b>POLICY IMPACT:</b>	-				
<b>LEGISLATIVE HISTORY:</b>	Planning Commission recommended approval 4-0-1 Jul 27, 2016				
<b>ENCLOSURES:</b>	Staff Report				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					X





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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.co.fluvanna.va.us](http://www.co.fluvanna.va.us)

### STAFF REPORT

**To:** Fluvanna County Board of Supervisors  
**Case Number:** ZTA 16:02

**From:** Brad Robinson  
**Date:** August 17, 2016

*General Information:* This request is to be heard by the Fluvanna County Board of Supervisors on Wednesday August 17, 2016 at 7:00 pm in the Circuit Courtroom in the Fluvanna County Courts Building.

*Applicant/Representative:* Fluvanna County

*Requested Action:* Amend the Fluvanna County Subdivision Ordinance

- Amends and reenacts the Fluvanna County Subdivision Ordinance to exempt County-owned property used for County purposes from the applicable fee schedule of the Subdivision Ordinance.
- Applies to public hearings of both the Planning Commission and the Board of Supervisors (Governing Body).

The amendment will affect Subdivision Ordinance Subsection 19-9-6.

### Background

#### Project Timeline

The proposed action has been discussed at the July 27, 2016 Planning Commission meeting which included a public hearing. The Requested Action was recommended for *approval* by the Planning Commission by a vote of 4-0-1.

### Analysis

The proposed amendment is intended to end the practice of the County paying itself fees during Planning and/or Building related projects. Currently money is moved from one County account into another County account to pay a submittal fee which is an unnecessary step. This amendment streamlines the permitting process for County projects which is in the interest of staff and citizens of Fluvanna County.

#### Comprehensive Plan

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

- That our government should reflect the values and principles of the people.

- That future development be fiscally prudent while respecting individual property rights.

By updating our ordinances to reflect the proposed changes, the County can ensure that its funds are being spent wisely and not shuffled around due to a bureaucratic oversight (which this will correct). This allows for quicker action by the County and one less step to have to go through as part of the process for carrying out applications.

## **Conclusion**

The proposed amendment to the Fluvanna County Subdivision Ordinance will allow for faster processing of County projects by removing the need to shift money between County accounts.

The proposed amendment is intended to:

- Help the Zoning Administrator enforce local zoning and subdivision requirements; and
- Reduce the number of steps in the bureaucratic process for County projects.

This proposal is consistent with the 2015 Comprehensive Plan.

## **Suggested Motion**

I move that the Board of Supervisors approve/deny/defer ZTA 16:02, an amendment and accompanying resolution to the Fluvanna County Subdivision Ordinance entitled “AN ORDINANCE TO AMEND AND REENACT CHAPTER 19, ARTICLE 9 OF THE FLUVANNA COUNTY CODE BY CERTAIN AMENDMENTS TO SECTION AND SUBSECTION 19-9-6, THEREOF, AMENDING AND REENACTING THE FLUVANNA COUNTY SUBDIVISION ORDINANCE TO CONFORM TO THE CURRENT ENABLING LEGISLATION, AS AMENDED.”

## **Attachments**

A: Proposed Ordinance

## ATTACHMENT A

**AN ORDINANCE TO AMEND CHAPTER 19 OF THE FLUVANNA COUNTY CODE IN  
SECTION 19-9-6 REGARDING FEES FOR SUBDIVISION REVIEWS FOR PROPERTY  
OWNED AND OPERATED BY THE COUNTY**

BE IT ORDAINED by the Board of Supervisors that Chapter 19 of the County Code be, and it is hereby, amended, in Section 19-9-6, as follows:

**Sec. 19-9-6. Fees.**

The following schedule of fees shall be applicable for subdivision submittals: provided, however, that, except as otherwise expressly provided by law, none of the fees provided for in this Chapter shall apply to any property owned by the County and used for County purposes.-

<b>Subdivisions</b>	
Major	\$1,000.00 plus \$ 50.00 per lot(GIS Fee)
Minor	\$500.00 plus \$ 50.00 per lot(GIS Fee)
Family	\$200.00 plus \$ 50.00 per lot(GIS Fee)
Resubmission of Preliminary or Final Plat	\$100.00
Subdivision Ordinance Exception	\$300.00
Ordinance of Vacation	\$225.00
Road Maintenance Agreement Reviews	\$200.00
Revisions	\$ 50.00
Dedication Common Lands Doc. Reviews	\$200.00
Resubmissions	\$ 50.00
Homeowner Association Document Review	\$200.00
Resubmissions	\$ 50.00
Health Department Subdivision Revisions	\$250.00 plus \$25.00 lot
Existing System Review	\$ 50.00
<b>Boundary Adjustment</b>	\$100.00
<b>Physical Survey</b>	\$ 50.00

## FLUVANNA COUNTY BOARD OF SUPERVISORS

### AGENDA ITEM STAFF REPORT

<b>Meeting Date:</b>	August 17, 2016				
<b>AGENDA TITLE:</b>	SUP 16:07- Sycamore Square				
<b>MOTION(s):</b>	I move that the Board of Supervisors approve/deny/defer SUP 16:07, a request to amend Special Use Permit 04:20, with respect to 3.35 acres of Tax Map 9, Section A, Parcel 14, [if approved] subject to the six (6) conditions listed in the staff report.				
<b>TIED TO STRATEGIC INITIATIVES?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		x			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	x				
<b>STAFF CONTACT(S):</b>	James Newman, Planner				
<b>PRESENTER(S):</b>	James Newman, Planner				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Immediate				
<b>DISCUSSION:</b>	Request to amend Special Use Permit 04:20, with respect to 3.35 acres of Tax Map 9, Section A, Parcel 14				
<b>FISCAL IMPACT:</b>	-				
<b>POLICY IMPACT:</b>	The Board of Supervisors may: <ul style="list-style-type: none"> <li>• Approve this request OR;</li> <li>• Deny this request OR;</li> </ul> Defer this request and make a final decision at a later date.				
<b>LEGISLATIVE HISTORY:</b>	Review of proposed special use permit, in accordance with Chapter 22, Article 4 of the Fluvanna County Code (Zoning Ordinance: Uses permitted by special use permit only).  Application was received on June 1, 2016  Planning Commission reviewed the request on July 27, 2016				
<b>ENCLOSURES:</b>	Staff Report				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					x



# COUNTY OF FLUVANNA

2016-08-17 p. 43/362

*"Responsive & Responsible Government"*

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 [www.co.fluvanna.va.us](http://www.co.fluvanna.va.us)

## STAFF REPORT

**To:** Fluvanna County Board of Supervisors  
**Case Number:** SUP 16:07  
**Tax Map:** Tax Map 9-A-14

**From:** James Newman  
**District:** Palmyra  
**Date:** August 17, 2016

**General Information:** This request is to be heard by the Board of Supervisors on Wednesday, August 17, 2016 at 7:00 pm in the Circuit Courtroom in the Courts Building.

**Owner:** Sycamore Square, LLC

**Applicant/Representative:** Keith Lancaster– Southern Development

**Requested Action:** To amend SUP 04:20 with respect to 3.36 acres of Tax Map 9, Section A, Parcels 14 (Attachment A). This item was advertised as SUP 16:07 Sycamore Square

**Location:** The property is located on the north side of Lake Monticello Road (State Route 618), across from the main entrance to Lake Monticello subdivision. (Attachment B)

**Existing Zoning:** R-3, Residential, Planned Community

**Existing Land Use:** Property is currently vacant

**Adjacent Land Use:** Residential to the south and east and forested/vacant to the north and west.

**Comprehensive Plan:** This parcel is located within the Rivanna Community Planning Area.

**Zoning History:** SUP 04:20 to allow for an assisted living facility was approved by the Board of Supervisors on Jan. 19, 2005

ZMP 04:02 for rezoning from A-1 to R-3 was approved by Board of Supervisors on Feb. 16, 2005. (Attachment C)

This item was approved by the Planning Commission 4-0-1 at their July 27, 2016 meeting

**The purpose of this application is to clarify language from Special Use Permit 04:20. The use of an Assisted Living Facility has already been approved; the Board is just considering the updated language that this Special Use Permit provides.**

### **SUP 04:20 - Previous Application**

Special Use Permit 04:20 was a “*Request for a special use permit to allow for an assisted living facility in accordance with section 22-7-9(2)(d) of the Zoning Ordinance.*” In this original application, the request for an assisted living facility was described as:

*“20,000 square foot new building with 38 resident rooms to be licensed for 46 elderly residents. May be expanded in the future by 10,000 square feet to include 16 additional residential rooms for 24 residents in a Special Care Unit for Alzheimer’s/dementia.”*

(Attachment D)

### **SUP 16:07 – Current Application**

The applicant proposes to amend the language of the Special Use Permit (SUP 04:20) to read:

*IMPROVEMENTS: “To construct a new 70 unit Assisted Living Facility as currently defined in the Fluvanna County Zoning Ordinance (22-22-1).*

*Assisted Living Facility: “A publicly or privately operated long-term care alternative for persons aged 55 and over, or persons with disabilities, as defined by the Federal Americans with Disabilities Act, that provides the availability of professionally managed personal and health care services to occupants on premises. These premises are designed for this population; are residential in character and appearance; may include cooking facilities; and in all respects are intended to enable residents to age in place in a home-like environment. The facility operation shall have the capacity to provide residents with an array of services supporting Activities of Daily Living (ADL’s) that may include, but are not necessarily limited to, meals, personal care housekeeping, transportation, and supervision of self administered medication, while optimizing their physical and psychological independence. Such facility shall be deemed a single unit for purpose of calculating density when and as required by section 15.2-2291 of the Code of Virginia. (Ord. 12-16-15)”*

What this current application does, is that it clarifies the description of the use for SUP 04-20. The applicant wants to clarify the language from that SUP to make it clear that the “*Assisted Living Facility*” use matched the definition in the ordinance for an Assisted Living Facility. This is not changing any proffers that were approved with the rezoning; it is only amending the SUP language to better conform to the County Ordinance.

The applicant wishes to make clear that they view this as an independent living environment which provides optional services and amenities for residents. This is a way to allow for a

multifamily style complex for seniors located within an aged restricted community and for the purposes of density it would only be counted as one dwelling based on a commercial use.

**Neighborhood Meeting:**

No citizens or adjacent property owners were present at the June 8, 2016 Neighborhood meeting. No comments or questions.

**Technical Review Committee:**

At the June 9, 2016 Technical Review Committee (TRC) meeting, the following comments were received:

1. Planning Staff had no comments. This is just an SUP meant to clarify and update language in your application to conform to the updated County Code.
2. Fire Chief wanted to know if sprinklers would be installed in the assisted living facility. Also wanted to know where fire hydrants would be placed so as to provide water main access to fire crews. Chief wants to make absolutely sure sprinklers are installed in facility.
3. Erosion and Sediment Control had no comments.
4. VDOT offers the following preliminary comments:

Rte. 618 (Lake Monticello Road) is a Rural Major Collector with a posted speed limit of 45 mph. VDOT's 2015 Traffic Data shows an estimated Annual Average Daily Traffic Volume of 3100 vehicles.

A 70 unit Adult Retirement Community or Assisted Living Facility is proposed off Rte. 618 inside of the River Oaks/Village Oaks development. The River Oaks/Village Oaks development required left and right turn lanes and these road improvements have already been constructed and will be used to serve the proposed Adult Retirement Community or Assisted Living Facility.

VDOT does not have any objections to this proposal.

5. Health Department had no comments.

(Attachment E)

## **Planning Commission**

This item was heard by the Planning Commission on July 27, 2016. There were several questions from the Commission and members of the Public, regarding the number of units; traffic impact; and the recuperation of fees for Emergency Services. The County Attorney mentioned that the use of an Assisted Living Facility has already been approved; the Commission was just considering the updated language that this Special Use Permit provides. Questions regarding use, traffic, or other concerns which could be attributed to an assisted living facility were pertinent during the hearings for SUP 04:20.

Donald Gaines moved to approve and was seconded by Ed Zimmer. The item was approved 4-0-1 (Howard Lagomarsino was absent due to a work emergency).

## **Comprehensive Plan**

### **Land Use Chapter**

The Comprehensive Plan designates this property as within the Rivanna Community Planning Area. According to this chapter, growth in the Rivanna Community Planning area should be a mixture of uses and residential dwelling types that serve a variety of incomes. This Special Use Permit would create housing opportunities for seniors and those I need of assistance who are still able to live an independent lifestyle without having to depend on a caregiver.

### **Housing Chapter**

One of the goals of the Housing Chapter is “to provide a variety of well-planned housing choices.” Currently, the Rivanna Community Planning Area is characterized primarily by single-family detached dwellings. The housing that would be provided by this Special Use Permit would be a multi-family style building with 70 units for a variety of persons aged over 55.

## **Analysis and Conclusion:**

The applicant is proposing to amend Special Use Permit 04:02 so that it’s language is up to date with current County Code and Ordinance language. This is updating a Special Use Permit which was already approved by the Board on January 19, 2005.

## **Conditions**

As this is updating the language of SUP 04:20, all conditions from SUP 04:20 still apply. Those conditions are:

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

Further conditions are:

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

**Suggested Motion:**

I move that the Board of Supervisors approve/deny/defer of SUP 16:07, a request to amend SUP 04:20, with respect to 3.35 acres of Tax Map 9, Section A, Parcel 14, [if approved], subject to the six (6) conditions listed in the Staff Report.

**Attachments:**

A – Application and Sketch Plan

B – Aerial Vicinity Map

C - Rezoning case number ZMP 04:02 approval letter with existing proffers,

D– SUP 04:20 with approval letter and existing proffers

E - TRC Comment letter

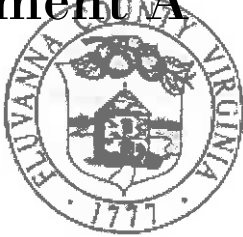
Copy: File

Representative: Keith Lancaster at [klancaster@southern-development.com](mailto:klancaster@southern-development.com)

## Attachment A

2016-08-17 p. 48/362

Received

COMMONWEALTH OF VIRGINIA  
COUNTY OF FLUVANNA

## Application for Special Use Permit (SUP)

JUN 01 2016

Planning Dept.

Owner of Record: Sycamore Square LLCE911 Address: 170 South Pantops DrivePhone: 245-0894 Fax: 245-0895Email: klancaster@southern-development.comRepresentative: Southern DevelopmentE911 Address: 170 South Pantops DrivePhone: 245-0894 Fax: 245-0895Email: klancaster@southern-development.comTax Map and Parcel(s): 9-A-14Acreage: 3.36 Zoning: R-3Request for a SUP in order to: Assisted Living Facility

\*Two copies of a plan must be submitted, showing size and location of the lot, dimensions and location of the proposed building, structure or proposed use, and the dimensions and location of the existing structures on the lot.

Applicant of Record: Sycamore Square LLCE911 Address: 170 South Pantops DrivePhone: 245-0894 Fax: 245-0895Email: klancaster@southern-development.com

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

Is property in Agricultural Forestal District? ☒ No ☐ Yes

If Yes, what district: \_\_\_\_\_

Deed Book Reference: 923-622Deed Restrictions? ☐ No ☒ Yes (Attach copy)Proposed use of Property: Assisted Living Facility 70-units

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the board of Supervisors during the normal discharge of their duties in regard to this request and acknowledges that county employees will make regular inspections of the site.

Date: 5/20/16 Signature of Owner/Applicant: \_\_\_\_\_Subscribed and sworn to before me this 20th day of May, 20 16Notary Public: Lois A. HaverstromMy commission expires: 7-31-2016

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

Zoning Administrator: \_\_\_\_\_

LOIS A. HAVERSTROM  
NOTARY PUBLICCOMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES JULY 31, 2016  
REGISTRATION NO. 298946Register # 298946

All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.

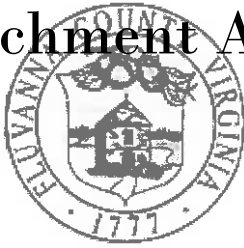
## OFFICE USE ONLY

Date Received: <u>06/01/2016</u>	Pre-Application Meeting: _____	PH Sign Deposit Received: <u>✓ #1324</u>	Application #: SUP <u>16</u> : <u>001</u>
\$800.00 fee plus mailing costs paid: _____		Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified Mail	
Amendment of Condition: \$400.00 fee plus mailing costs paid: <u>✓ #1324</u>		Telecommunications Tower \$1,500.00 fee plus mailing costs paid: \$5,500 w/Consultant Review paid:	
Election District: <u>Palmyra</u>	Planning Area: <u>Rivanna CPA</u>		
Public Hearings			
Planning Commission		Board of Supervisors	
Advertisement Dates: <u>July 1st - July 14th 2016</u>	Advertisement Dates: <u>July 25th (Aug 4th 11th)</u>		
APO Notification: <u>July 1st</u>	APO Notification: <u>Aug 1st</u>		
Date of Hearing: <u>July 27th</u>	Date of Hearing: <u>Aug 17th</u>		
Decision: _____	Decision: _____		

Fluvanna County Department of Planning &amp; Community Development \* Box 540 \* Palmyra, VA 22963 \* (434)591-1910 \* Fax (434)591-1911

This form is available on the Fluvanna County website: [www.fluvannacounty.org](http://www.fluvannacounty.org)

## Attachment A



COMMONWEALTH OF VIRGINIA  
 COUNTY OF FLUVANNA  
 Public Hearing Sign Deposit

Received

JUN 01 2016

Planning Dept.

Name: Sycamore Square LLC  
 Address: 170 South Pantops Drive  
 City: Charlottesville  
 State: VA Zip Code: 22911

I hereby certify that the sign issued to me is my responsibility while in my possession.  
 Incidents which cause damage, theft, or destruction of these signs will cause a partial or full  
 forfeiture of this deposit.

[Signature] Applicant Signature 5/30/16 Date

\*Number of signs depends on number of roadways property adjoins.

## OFFICE USE ONLY

Application #: **BZA** : **CPA** : **SUP 16** : **007** **ZMP** : **ZTA** :

\$90 deposit paid per sign\*: ✓ #1325

Approximate date to be returned:

08-18-2016

# Attachment A

IMPROVEMENTS: To construct a new ~70 unit ~~Adult Retirement Community~~ <sup>OR</sup> Assisted Living Facility as currently defined in the Fluvanna County Zoning Ordinance (22-22-1).

Adult Retirement Community: "A planned development providing residences for elderly persons that emphasizes social and recreational activities but may also provide personal services, limited health facilities, and transportation."

Assisted Living Facility: "A publicly or privately operated long-term care alternative for persons aged 55 and over, or persons with disabilities, as defined by the Federal Americans with Disabilities Act, that provides the availability of professionally managed personal and health care services to occupants on premises. These premises are designed for this population; are residential in character and appearance; may include cooking facilities; and in all respects are intended to enable residents to age in place in a home-like environment. The supporting Activities of Daily Living (ADL's) that may include, but are not necessarily limited to, meals, personal care housekeeping, transportation, and supervision of self-administered medication, while optimizing their physical and psychological independence. Such facility shall be deemed a single unit for purpose of calculating density when and as required by section 15.2-2291 of the Code of Virginia. (Ord. 12-16-15)"

NECESSITY OF USE: To serve a significant retirement population in Fluvanna County who must now go to Charlottesville or Richmond for retirement community and assisted living services. The Special Use Permit amendment allows us to supply these services in Fluvanna County while meeting the goals of the Comprehensive Plan.

PROTECTION OF ADJOINING PROPERTY: This property is part of and surrounded by a larger planned community and will have no negative impacts on the adjoining property owners, either through traffic or noise, as they will be minimal.

ENHANCEMENT OF COUNTY: An Adult Retirement Community or an Assisted Living Facility provides a service not currently available near by. Additional property tax revenue will be generated. Local jobs will be added for the construction of a multi-million dollar project and for the day to day operations. Current residents will be able to remain in the County instead of relocating in search of services.

PLAN: A conceptual plan is attached. Though this conceptual plan shows the expected architecture and layout, the exact architecture and layout will be determined at the Site Plan or Building Permit application and may be adjusted during that process to meet County, State, Federal, utility, or applicant design and engineering requirements.

Received

JUN 01 2016

Planning Dept.

Page 3 of 5

Describe briefly the **improvements** proposed. State whether new buildings are to be constructed, existing buildings are to be used, or additions made to existing buildings.

**NECESSITY OF USE:** Describe the reason for the requested change.

**PROTECTION OF ADJOINING PROPERTY:** Describe the effects of the proposed use on adjacent property and the surrounding neighborhood. What protection will be offered adjoining property owners?

**ENHANCEMENT OF COUNTY:** Why does the applicant believe that this requested change would be advantageous to the County of Fluvanna? (Please substantiate with facts.)

**PLAN:** Furnish plot plan showing boundaries and dimensions of property, width of abutting right-of-ways, location and size of buildings on the site, roadways, walks, off-street parking and loading space, landscaping, etc. Architect's sketches showing elevations of proposed buildings and complete plans are desirable and may be required with the application. Remarks:

Received

JUN 01 2016

Planning Dept.

Planning Dept.

## **Meetings for the processing of the application**

- 祺 Applicant or a representative must appear at the scheduled hearing. The Planning Commission may recommend to the Board of Supervisors: approval; approval subject to submittal or correction; or denial of the special use permit.
- 祺 Notification to the applicant regarding the Planning Commission's decision.
- 祺 Placed as a Public Hearing on the next available agenda of the Board of Supervisors.
- 祺 Staff Report and Planning Commission recommendation forwarded to the Board.
- 祺 Notification of the scheduled Public Hearing to the following:
  - \_\_\_ Applicant
  - \_\_\_ All adjacent property owners
  - \_\_\_ Local Newspaper advertisement
- 祺 Applicant or a representative must appear at the scheduling hearing. After considering all relevant information from the applicant and the public, the Board will deliberate on points addressed in the Staff Report.
- 祺 The Board may approve; deny; or defer the request pending further consideration; or remand the case back to the Planning Commission for further consideration.

## **Actions**

- 祺 With approval, the development may proceed.
- 祺 If denied, an appeal to the Courts may be prescribed by law
- 祺 No similar request for a special use permit for the same use at the same site may be made within one year after the denial.
- 祺 The Special Use Permit Application fee is made payable to the **County of Fluvanna**.

Fluvanna County Department of Planning & Community Development ♦ Box 540 ♦ Palmyra, VA 22963 ♦ 434-591-1910 ♦ Fax – 434-591-1911  
This form is available on the Fluvanna County website: [www.fluvannacounty.org](http://www.fluvannacounty.org)


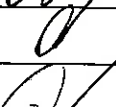
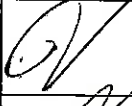

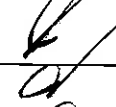


Received  
JUN 01 2016  
Planning Dept.

**Public Hearing Processing Checklist***(Rezoning, Special Use Permits, Variances, and Text Amendments)*

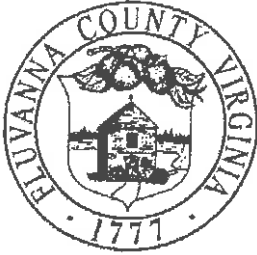
Planning &amp; Zoning Department

Initials	Responsible	Action
		<b>BEFORE PC PUBLIC HEARING</b>
	Applicant	The applicant will contact the Planning Dept., discuss ideas with the Planner, and schedule a pre-application meeting if required.
	Staff	Date of pre-application meeting. _____ *Ideally, at least two (2) planning staff members will meet with the applicant to discuss his or her proposals, and advise them on the application process.
	Applicant	Applicant files the application on the 1 <sup>st</sup> working day of the month by 5 p.m.
PL	Program Asst	Review application for completeness and process all fees.
DK	Program Asst	Enter project information into the DID
DX	Program Asst	Schedule public hearing advertisement dates.
DL	Program Asst	Schedule Adjoining Property Owner (APO) notification dates.
DL	Program Asst	Schedule Planning Commission public hearing meeting dates.
DL	Program Asst	Schedule date to post Planning Commission public notice sign two (2) weeks meeting.
DL	Program Asst	Schedule Board of Supervisors public hearing meeting dates.
DL	Program Asst	Schedule date to post BOS public notice sign two (2) weeks prior to meeting.
g	Planner	Review the DID for accuracy of all the scheduled dates.
g	Staff	Notify adjacent property owners of the subject property.
a	Staff	Schedule neighborhood meeting on 2 <sup>nd</sup> Wednesday of the month at 4:30 p.m. in the Morris Room.
a	Staff	Schedule Technical Review Committee meeting on the 2 <sup>nd</sup> Thursday of the month at 10 a.m. in the Historic Courthouse.
a	Program Asst	Reserve Historic Courthouse and Morris Room (or alternate location, if needed).
a	Staff	Compile all comments from the TRC meeting.
a	Staff	Notify applicant in writing about TRC comments.
g	Applicant	File revised plan based on TRC comments NLT last Friday of the month by 5 p.m.
g	Planner	Prepare legal ad and email to Senior Program Assistant.
g	Program Asst	Email legal ad to Fluvanna Review NLT noon on the Wednesday three (3) weeks before the public hearing is scheduled.

# Attachment A

Initials	Responsible	Action
	Program Asst	Receive ad "proof" from Fluvanna Review and email proof to Planner for review.
	Planner	Planner approves proof.
	Program Asst	Notify newspaper to publish ad for two (2) consecutive weeks prior to the public hearing meeting date. (Save in ad proof folder for future reference.)
	Code Enforce. Officer	Place public notice signs on subject property two (2) weeks prior to all public hearing dates.
	Planner	Verify sign posting with a site visit and photographs.
	Program Asst	Mail APO letters two (2) week prior to Planning Comm. public hearing.
	Staff	Planning Commission public hearing scheduled for fourth (4 <sup>th</sup> ) Wednesday of the following month.
		<b>BEFORE BOS PUBLIC HEARING</b>
	Staff	Schedule BOS public hearing for third (3 <sup>rd</sup> ) Wednesday of the following month.
	Program Asst	Mail APO letters two (2) week prior to BOS public hearing.
		<b>AFTER BOS PUBLIC HEARING</b>
	Program Asst	Return \$90.00 sign deposit fee to applicant.

## Attachment A




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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.co.fluvanna.va.us](http://www.co.fluvanna.va.us)

File  
VO  
4B

November 22, 2013

Sycamore Square, LLC & Ballif Investments, LLC (Mr. Charlie Armstrong)  
170 S. Pantops Drive  
Charlottesville, VA 22911

**Re: ZMP 12:03 Sycamore Square, LLC amendment to proffer # 8 of ZMP 04:02**  
**Tax Map: 9-A-13, 14, & 14C**

Dear Mr. Armstrong:

Please accept this letter as notification of the action taken on November 20, 2013 by the Board of Supervisors with regard to the request referenced above. Your request to amend proffer # 8 of the proffers associated with rezoning case # 04:02, with respect to Tax Map 9, Section A, Parcels 13, 14, & 14C was **approved (4-1)** by the Board of Supervisors with the amended proffer as stated:

*The development will meet, at a minimum, the federal standards for age-restricted housing as defined in the Fair Housing Amendments Act of 1988 and Housing for Older Persons Actions 1995: Final Rule. The following requirements shall apply:*

1. *The housing shall be intended and designed for persons aged 55 and older;*
2. *At least 80 percent of the occupied units shall be occupied by at least one (1) person who is 55 years of age or older;*
3. *The development shall publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons 55 years of age or older. This shall be recorded as a covenant and restriction for the community; and*
4. *The development shall also comply with rules issued by HUD for the verification of occupancy.*

If I can be of any further assistance, please feel free to contact me.

Sincerely,

Steve Tugwell  
Senior Planner

cc: File

Received

JUN 01 2016

Planning Dept.

February 17, 2005

Southern Development  
170 South Pantops Drive  
Charlottesville, VA 22911

**REF: ZMP 04:02**

Dear Southern Development:

Please accept this letter as notification of the action taken on February 16, 2005 by the Board of Supervisors in regards to the request referenced above. Your request was **approved** with the following eighteen (18) proffers:

1. Access to the property from Route 618 shall be limited to three (3) locations (including River Run Drive). Furthermore, River Run Drive shall be limited (by design) to emergency vehicles only.
2. Between River Run Drive and the proposed entrance across from the main gate at Lake Monticello, there shall be a minimum building setback will be 125 feet, measured from the proposed Right-of-Way, as shown on the approved Preliminary Master Plan dated December 29, 2004 (revised). Every effort shall be made to preserve the existing vegetative buffer that exists in this setback.
3. The proposed Assisted Living Facility shall have a parking setback of not less than 50 feet as measured from the Route 618 R.O.W., as shown on the approved Master Plan for development. This setback area shall be landscaped in general accord with Section 22-24-1 (Landscape Plan – General provisions for landscaping) with some latitude for discretionary approval by the Fluvanna County Director of Planning.
4. Between the proposed entrance across from the main gate of Lake Monticello and the eastern property line, there shall be a 50-foot building setback. Every effort shall be made to preserve the existing tree vegetation within this setback for screening purposes.
5. Along River Run Drive, there shall be a minimum building setback of 80 feet, as measured from the property line of Tax Map 9-(A)-13, as shown on the approved Master Plan for development. Every effort shall be made to preserve the existing vegetation buffer that exists in this setback.
6. Along the northern property line, there shall be a 75-foot building setback, extending from River Run Drive in an easterly direction for 1,400 feet and including the proposed community center. Every effort shall be made to preserve 50 feet of existing tree vegetation for screening in this setback.

Received

JUN 01 2015

Planning Dept.

## Attachment A

Attachment C

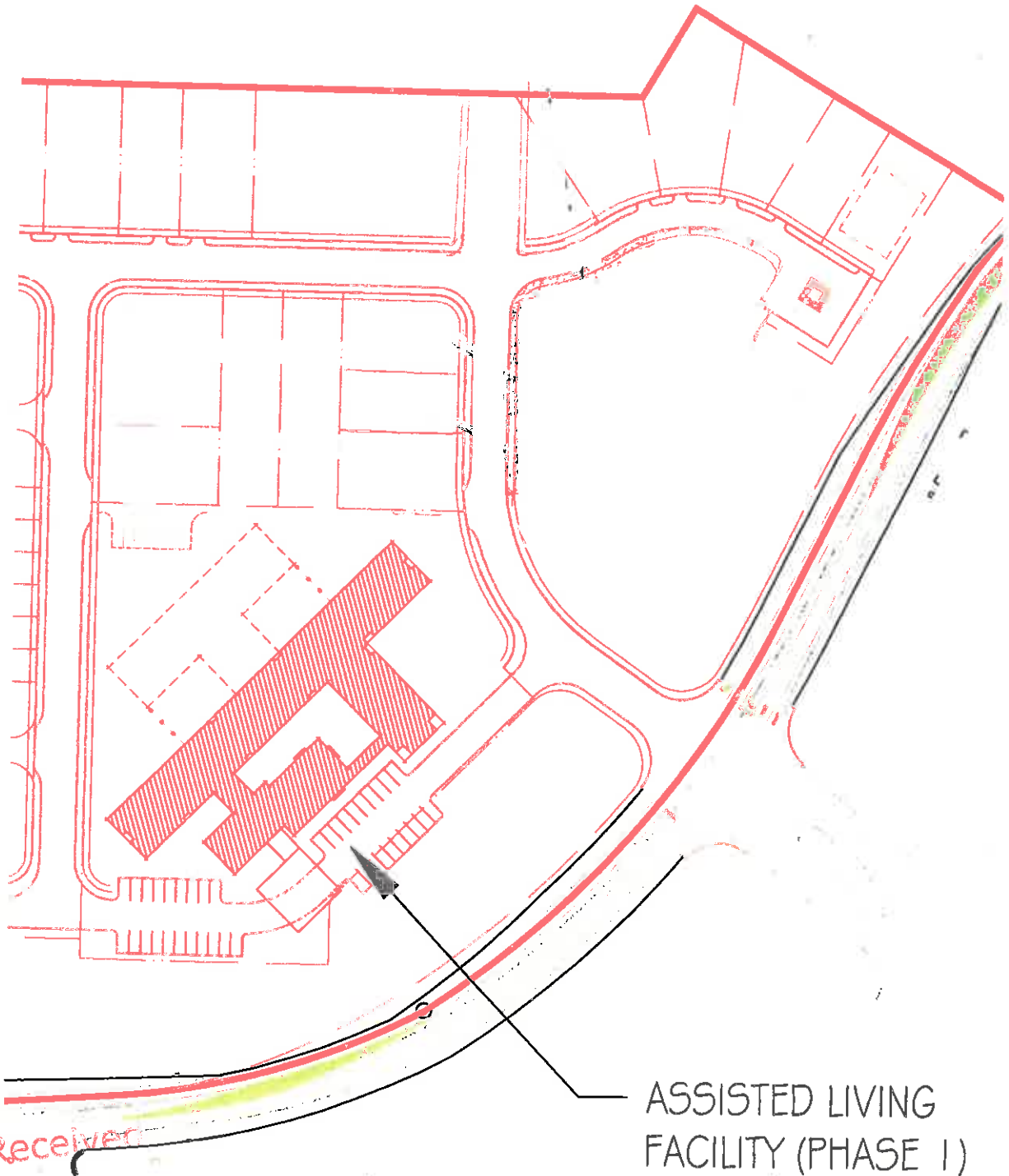
7. Pedestrian trails, with minimal disturbance, shall be allowed in all buffers, setbacks, and preservation areas.
8. The residential development shall be restricted (in ownership, rental, lease, etc.) to individuals of age 55 and above. This shall be recorded as a covenant and restriction for the community.
9. There shall be a Community Center, with minimum size of 5,000 square feet to serve the development and any appropriate community uses.
10. The commercial component of the Master Plan shall not total more than 40,000 square feet of gross floor area, and shall be composed entirely of community retail and service uses, such as medical offices, dental offices, markets, bookstores, dry cleaners, coffee shops, cafes, florists, etc.
11. Construction will not begin until public water and sewer is available.
12. Public water shall provide adequate pressure.
13. On-site stormwater management shall be designed in consultation with the Thomas Jefferson Soil and Water Conservation District utilizing low impact development techniques and water quality best management practices.
14. The following improvements shall be constructed at the entrance across from the Main Gate to Lake Monticello: A conventional intersection with a left turn lane into Lake Monticello and right and left turn lanes into Lake Monticello shall be constructed to VDOT standards and specifications. The primary purpose of this entrance is to serve the assisted living component of Monticello Village, therefore the right and left turn lanes into Lake Monticello shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community (the length of turn lanes shall be determined by VDOT during the Site Plan stage of Monticello Village).
15. The following improvements shall be constructed at the entrance across from Crofton Plaza: A conventional intersection with a left turn lane into Crofton Plaza and right and left turn lanes into Monticello Village, or a roundabout, shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community.
16. All improvements referenced in items 14 and 15 above are planned to utilize existing VDOT right-of-way or right-of-way dedicated by Southern Development, per the plan titled "proposed improvements to Route 618" and dated 1/14/2005 prepared by Rivanna Engineering. The estimated cost of such improvements is \$685,000.00. In the event a roundabout is desired, additional right-of-way may be necessary. Southern Development cannot guarantee the successful acquisition of, or funding for, any additional right-of-way beyond what is shown in the above referenced plan.
17. A complete copy of a comprehensive traffic analysis of the Lake Monticello Area of Fluvanna County has been provided to Fluvanna County Staff and VDOT. This study was conducted by Wilber Smith & Associates in January 2005, at a cost of \$15,000.
18. Southern Development will provide an additional \$5,000 cash proffer directly to VDOT, for future traffic improvement design in the Lake Monticello Area. Payment shall occur in conjunction with the first residential building permit.

Received

JUN 01 2016

Planning Dept.

# Attachment A



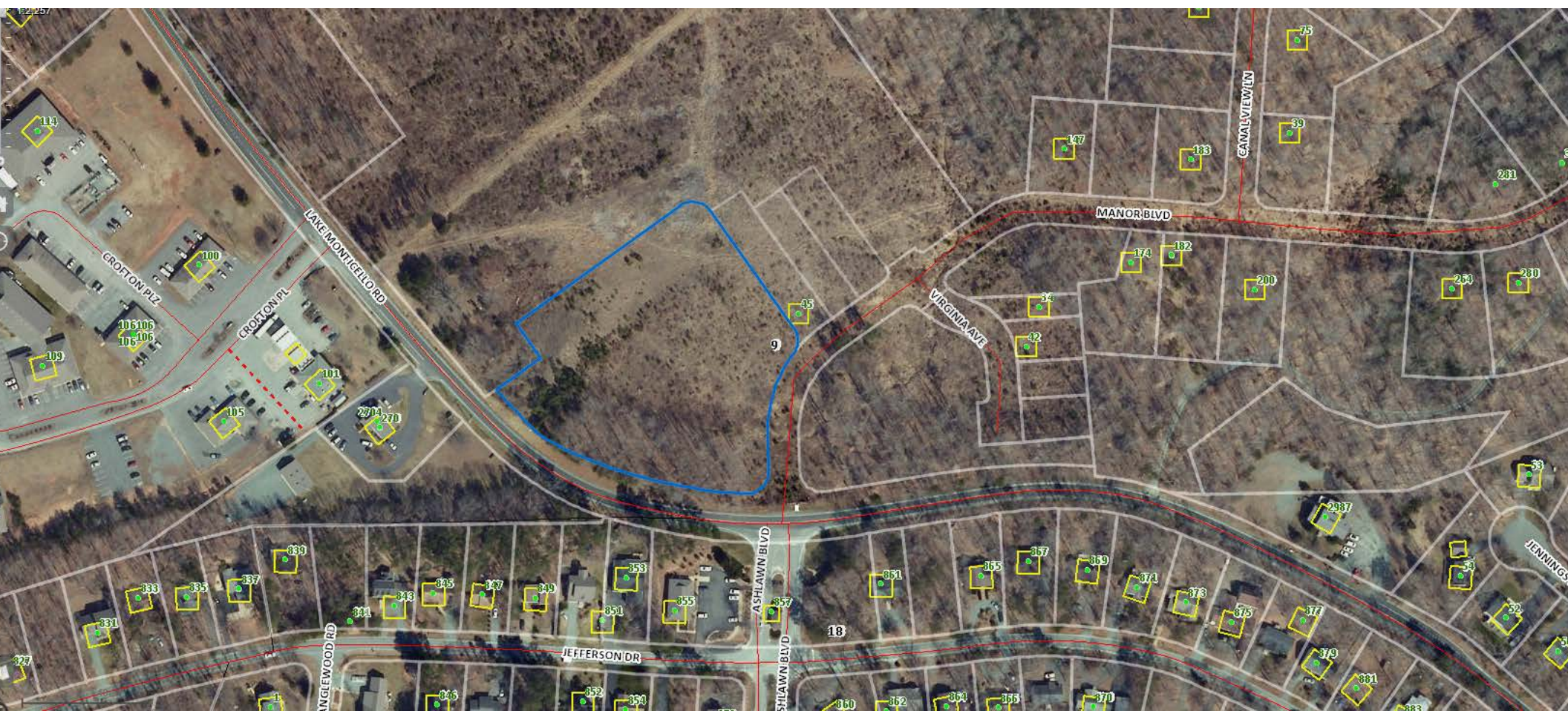
Receiver

ASSISTED LIVING  
FACILITY (PHASE I)

JUN 01 2015

Planning Dept.

# Attachment B





## COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 [www.co.fluvanna.va.us](http://www.co.fluvanna.va.us)

2016-08-17 p. 61/362

Steven Biel

Director of Planning & Community Development  
[sbiel@co.fluvanna.va.us](mailto:sbiel@co.fluvanna.va.us)

February 17, 2005

Southern Development  
170 South Pantops Drive  
Charlottesville, VA 22911

REF: ZMP 04:02

Dear Southern Development:

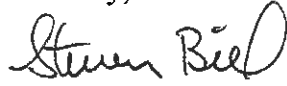
Please accept this letter as notification of the action taken on February 16, 2005 by the Board of Supervisors in regards to the request referenced above. Your request was **approved** with the following eighteen (18) proffers:

1. Access to the property from Route 618 shall be limited to three (3) locations (including River Run Drive). Furthermore, River Run Drive shall be limited (by design) to emergency vehicles only.
2. Between River Run Drive and the proposed entrance across from the main gate at Lake Monticello, there shall be a minimum building setback will be 125 feet, measured from the proposed Right-of-Way, as shown on the approved Preliminary Master Plan dated December 29, 2004 (revised). Every effort shall be made to preserve the existing vegetative buffer that exists in this setback.
3. The proposed Assisted Living Facility shall have a parking setback of not less than 50 feet as measured from the Route 618 R.O.W., as shown on the approved Master Plan for development. This setback area shall be landscaped in general accord with Section 22-24-1 (Landscape Plan – General provisions for landscaping) with some latitude for discretionary approval by the Fluvanna County Director of Planning.
4. Between the proposed entrance across from the main gate of Lake Monticello and the eastern property line, there shall be a 50-foot building setback. Every effort shall be made to preserve the existing tree vegetation within this setback for screening purposes.
5. Along River Run Drive, there shall be a minimum building setback of 80 feet, as measured from the property line of Tax Map 9-(A)-13, as shown on the approved Master Plan for development. Every effort shall be made to preserve the existing vegetation buffer that exists in this setback.
6. Along the northern property line, there shall be a 75-foot building setback, extending from River Run Drive in an easterly direction for 1,400 feet and including the proposed community center. Every effort shall be made to preserve 50 feet of existing tree vegetation for screening in this setback.

7. Pedestrian trails, with minimal disturbance, shall be allowed in all buffers, setbacks, and preservation areas.
8. The residential development shall be restricted (in ownership, rental, lease, etc.) to individuals of age 55 and above. This shall be recorded as a covenant and restriction for the community.
9. There shall be a Community Center, with minimum size of 5,000 square feet to serve the development and any appropriate community uses.
10. The commercial component of the Master Plan shall not total more than 40,000 square feet of gross floor area, and shall be composed entirely of community retail and service uses, such as medical offices, dental offices, markets, bookstores, dry cleaners, coffee shops, cafes, florists, etc.
11. Construction will not begin until public water and sewer is available.
12. Public water shall provide adequate pressure.
13. On-site stormwater management shall be designed in consultation with the Thomas Jefferson Soil and Water Conservation District utilizing low impact development techniques and water quality best management practices.
14. The following improvements shall be constructed at the entrance across from the Main Gate to Lake Monticello: A conventional intersection with a left turn lane into Lake Monticello and right and left turn lanes into Lake Monticello shall be constructed to VDOT standards and specifications. The primary purpose of this entrance is to serve the assisted living component of Monticello Village, therefore the right and left turn lanes into Lake Monticello shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community (the length of turn lanes shall be determined by VDOT during the Site Plan stage of Monticello Village).
15. The following improvements shall be constructed at the entrance across from Crofton Plaza: A conventional intersection with a left turn lane into Crofton Plaza and right and left turn lanes into Monticello Village, or a roundabout, shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community.
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17. A complete copy of a comprehensive traffic analysis of the Lake Monticello Area of Fluvanna County has been provided to Fluvanna County Staff and VDOT. This study was conducted by Wilber Smith & Associates in January 2005, at a cost of \$15,000.
18. Southern Development will provide an additional \$5,000 cash proffer directly to VDOT, for future traffic improvement design in the Lake Monticello Area. Payment shall occur in conjunction with the first residential building permit.

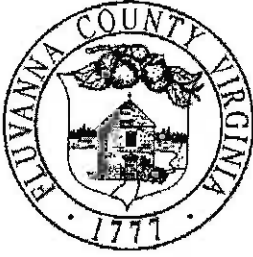
If I can be of any further assistance, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Steven Biel". The signature is fluid and cursive, with the first name "Steven" and last name "Biel" clearly legible.

Steven Biel  
Planning Director

Copy: Kelly Strickland, Rivanna Engineering, 1350 Stony Point Road, Charlottesville, VA 22901  
File



## COUNTY OF FLUVANNA

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**Steven Biel**

*Director of Planning & Community Development*  
[sbiel@co.fluvanna.va.us](mailto:sbiel@co.fluvanna.va.us)

### STAFF REPORT

**To:** Fluvanna County Board of Supervisors

**Case Number:** ZMP 04:02

**Tax Map:** Tax Map 9, Section A, Parcels 13, 14, & 14C

**From:** Steven Biel *SB*

**District:** Rivanna

**Date:** February 16, 2005

**General Information:**

**Please bring your copy of Monticello Village information packet provided by the applicant.**

**Applicant:**

Southern Development

**Requested Action:**

Proposed change in zoning district classification from A-1 Agricultural to R-3, Residential on 44.217 acres (Attachment A).

**Location:**

The properties located on the north and east side of Route 618, across from the main gate at Lake Monticello and Crofton Plaza.

**Existing Land Use:**

A-1, Agricultural, General

**Planning Area:**

Rural Residential Planning Area

**Adjacent Land Use:**

Adjacent properties to the north, east, and west are zoned A-1, Agriculture, adjacent property to the south across Route 618 is zoned R-4, Residential.

**Comprehensive Plan:**

The Comprehensive Plan designates this area as within the Rural Residential Planning Areas, which are areas located around Community and Primary Residential areas. The Rural Residential Planning Areas are a mix of residential subdivisions, scattered housing, open space, and agricultural and forestal districts. It is the intent of the Comprehensive Plan that these areas should remain a mix of these land uses.

**Zoning History:**

Parcel 14C withdrew a rezoning request to BC, Business Convenience in 1998. Parcel 14 was denied a rezoning request to BC, Business Convenience in 1996 and a rezoning request to B-1, Business General in 1997.

**Submitted Proffers (revised January 19, 2005, Attachment G):**

1. Access to the property from Route 618 shall be limited to three (3) locations (including River Run Drive). Furthermore, River Run Drive shall be limited (by design) to emergency vehicles only.
2. Between River Run Drive and the proposed entrance across from the main gate at Lake Monticello, there shall be a minimum building setback will be 125 feet, measured from the proposed Right-of-Way, as shown on the approved Preliminary Master Plan dated December 29, 2004 (revised). Every effort shall be made to preserve the existing vegetative buffer that exists in this setback.
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12. Public water shall provide adequate pressure.
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# Attachment C

14. The following improvements shall be constructed at the entrance across from the Main Gate to Lake Monticello: A conventional intersection with a left turn lane into Lake Monticello and right and left turn lanes into Lake Monticello shall be constructed to VDOT standards and specifications. The primary purpose of this entrance is to serve the assisted living component of Monticello Village, therefore the right and left turn lanes into Lake Monticello shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community (the length of turn lanes shall be determined by VDOT during the Site Plan stage of Monticello Village).
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18. Southern Development will provide an additional \$5,000 cash proffer directly to VDOT, for future traffic improvement design in the Lake Monticello Area. Payment shall occur in conjunction with the first residential building permit.

**Statement of Intent:**

The Statement of Intent indicates the purpose of the zoning district and describes the characteristics of uses generally found within the district.

The Statement of Intent for the R-3, Residential Zoning District is as follows:

*"This district is intended to permit compact village-style residential development and associated institutional uses, community-serving mixed uses, open spaces, and creative design in accordance with a master plan. The development should occur in a manner that will protect and preserve the natural resources, trees, watersheds, contours, and topographic features of the land; and to protect and enhance the natural scenic beauty of the area. The scale of the housing and the commercial use should be appropriate to support the residential needs at a neighborhood scale."*

## Analysis:

**Update (February 9, 2005):** The applicant deferred their request from the January 19, 2005 Board of Supervisors meeting. The deferral request was in response to new proffers the applicant submitted on January 19<sup>th</sup> (Attachment G). The new proffers were determined to be significantly different from the proffers heard at public hearing on July 21, 2004.

The applicant has submitted a detailed two-page narrative describing the revised proffers (Attachment H). In addition, a revised site plan is included (Attachment I).

**Update (January 12, 2005):** At the July 21, 2004 Board of Supervisors meeting, the Board deferred this request in order for the applicant to address several concerns. The Board directed the applicant to provide a traffic study, address sewer availability, and become involved in the community to develop a community plan for the Lake Monticello Community Planning Area.

The applicant has provided a traffic impact study performed by Wilbur Smith Associates. The scope of the study includes the intersections of Route 618/Lake Monticello Main Gate, Route 618/Crofton Plaza Entrance, Route 618/Route 600, Route 600/Route 53, Route 53/Route 1015, and Route 53/Route 618. The applicant has provided Board members the first 21 pages of the 90-page report. The first 22 pages is the narrative with supporting tables. The remainder of the report is the traffic count data, which is available in the Planning Department office.

In order to evaluate the future conditions, the existing traffic volumes were increased to account for traffic growth beyond that of any programmed development. VDOT, for the purposes of the study, gave consent to a growth rate of 3% per year. The expected completion date for Monticello Village is 2010; therefore, existing traffic was increased by 3% per year for five years.

The study also takes in account the approximate 746 vacant lots at Lake Monticello. The impact of these lots when built (projected to be completed by 2010) was calculated in the study. The general increase in vehicular traffic, including the impact from the additional 746 homes within Lake Monticello, will cause four of the six intersections that were studied (Route 600/Route 618, Route 53/Route 600, Route 53/Route 1015, and Route 53/Route 618) to fail. To bring these intersections to an acceptable level of service, they would have to be signalized (or some alternative method provided, such as roundabouts), and Route 53 would need a left-turn lane at the intersection with Route 618.

The study concludes the proposed Monticello Village would have little impact on the surrounding road network. The majority of the impacts would result from the existing Lake Monticello development and the additional 746 lots within Lake Monticello that would be built in the future. The extent of improvements for the proposed Monticello Village would be isolated to the two proposed entrances to the development located at the Route 618/Crofton Plaza entrance and Route 618/Lake Monticello main gate.

The applicant has proffered to install a left-turn lane at the Lake Monticello main gate and right and left-turn lanes for Monticello Village entrance across from the Lake Monticello main gate.

# Attachment C

The applicant has had discussions with VDOT regarding the installation of a traffic roundabout at the Crofton Plaza entrance and the proposed main entrance to the proposed Monticello Village. An alternative would be a left-turn lane and a right-turn and taper lane. Both of these options have been proffered and would be contingent upon direction from the Board of Supervisors and VDOT.

The applicant has had discussions with Aqua Virginia regarding sewer to the site. Aqua Virginia has indicated to the applicant the ability to expand the service area to accommodate the entire proposed Monticello Village by late 2006 or early 2007. Any expansion to the service area would have to be approved by the Board of Supervisors as well as by the State. Aqua Virginia indicates they are capable of accepting the assisted living facility into their system immediately. Again, before any expansion of the service area, the Board of Supervisors and State would have to approve an expanded service area. The applicant has proffered to not begin construction until central water and sewer is available or until adequate alternative systems are approved by the Health Department.

Finally, beginning with the August 31, 2004 kick-off for the Lake Monticello Area Community Plan, the applicant has attended all of the community meetings. The applicant is currently on the working committee that has resulted from the community meetings and provided valuable input.

Public comments from the community meetings indicate the need and desire for an assisted living facility in the Lake Monticello Community Planning Area. There was consensus from public meeting attendees that the existing commercial areas (Turkeysag, Slice, and Crofton Plaza) should be the focus of future growth and should incorporate village-style development. The R-3 zoning that the applicant is requesting for the proposed Monticello Village is the intent of the R-3 district. The applicant believes the proposed development is consistent with the desires from the public and with the goals of the requested R-3 Zoning District.

One final note, staff is currently working with the Thomas Jefferson Soil and Water Conservation District to develop an Integrated Environmental Management Ordinance. One focus of this effort is to incorporate techniques for low impact development into the ordinance. The applicant has proffered to incorporate low impact development techniques into the proposed development.

**Updated for the June 28<sup>th</sup> Planning Commission meeting:** This request was deferred from the May 24, 2000 Planning Commission due to time constraints and the need to complete the agenda.

The applicant has met with staff and VDOT to discuss issues pertaining to the proposed access points on Route 618. The applicant has agreed to recommendations from VDOT and staff to relocate the proposed primary entrance to Monticello Village from the point across Crofton Plaza to across from the Lake Monticello main gate. The applicant has also agreed to construct the Route 618 improvements as shown on Attachment G. These improvements include right and left turn lanes with tapers.

# Attachment C

The commercial component of the proposed development would be permitted in “Village Centers” and would be shown on the Final Master Plan and on the Final Plan. Village Centers consist of light commercial and office areas and the scale of the services provided are to provide neighborhood shopping and business convenience for nearby residential areas.

A special use permit would be required for the assisted living component of the proposed development.

The Comprehensive Plan calls for a mix of residential subdivisions, scattered housing, open space, and agricultural and forestall districts. If the rezoning request is approved, the applicant is proposing to construct a mixed-use development comprising of an assisted living facility, patio homes, town homes, quadplexes, community building, two mixed-use buildings, garden areas, and buffer areas. The total number of proposed units would be 204.

There would be a significant impact to the existing condition of Route 618. The Virginia Department of Transportation (VDOT) has reviewed this rezoning request and if approved would require the applicant to provide right-of-way to accommodate left and right lanes for both proposed entrances.

The Thomas Jefferson Soil and Water Conservation District (TJSWCD) has also reviewed and commented that with the high amount of impervious surface that would be associated with the development and the close proximity to the Rivanna River, the project would be a good candidate to consider low impact development techniques and water quality best management practices. Wetland delineation would have to be done through the Department of Environmental Quality (DEQ) and/or the Army Corps of Engineering. The development would have to be permitted through the Department of Environmental Quality and Fluvanna County. Minimum Standard 19 (post-construction runoff and adequacy of receiving channels) and protection sediment would have to be addressed.

Aqua Virginia has reviewed this request with no comments. The parcels being requested for the rezoning are not currently in the Aqua Virginia service area. Aqua Virginia has several issues to resolve with DEQ before the company can expand its service area, and it would be premature to assume the service area would automatically be expanded if all issues were resolved with DEQ. The Health Department has assumed that a private wastewater treatment facility would be planned to accommodate the development.

The Fire Department has commented that hydrants be located no more than 1,000 feet apart at the locations indicated on Attachment E. The Fire Department has indicated that hydrants are imperative to the proposed development.

The applicant is aware of the Community Plan initiative that is currently taking place in Fork Union. The other community planning areas in the County will also be engaged in the process of involving the community in developing a community plan for its respective community. Staff is targeting August of 2004 for the Lake Monticello Community Planning Area to begin its community plan. Staff believes the applicant should become involved in the community plan, a

# Attachment C

plan that would address concerns relating to the location of the proposed development and its impact on Route 618 and the surrounding community, the availability of public water and sewer, and how the proposed development relates to the Comprehensive Plan. Staff also believes being engaged in the community plan would enable the applicant to become involved with Lake Monticello in addressing the traffic impacts and solutions to those impacts.

## **Recommendation:**

At the June 28, 2004 Planning Commission meeting, the Planning Commission recommended **approval (7-2)** of ZMP 04:02 to the Board of Supervisors, with the following eleven (11) proffers:

1. Access to the property from Route 618 shall be limited to three (3) locations (including River Run Drive). Furthermore, ingress from River Run Drive shall be limited to emergency access (exit-only by design); the access across from Crofton Plaza will be limited to a one-lane "Exit-Only"; and the entrance across from the Main Gate to Lake Monticello shall be constructed in general accord with the plan titled "Proposed Improvements to Route 618" dated June 22, 2004, as prepared by Rivanna Engineering and Surveying.
2. Along Route 618, from River Run Drive to the proposed Assisted Living Facility, the minimum setback will be 125 feet as measured from the Route 618 R.O.W., as shown on the approved Master Plan for development. Every effort shall be made to preserve the existing vegetative buffer that exists in this setback.
3. The proposed Assisted Living Facility shall have a building and parking setback of not less than 50 feet as measured from the Route 618 R.O.W., as shown on the approved Master Plan for development. This setback area shall be landscaped in general accord with Section 22-24-1 (Landscape Plan – General provisions for landscaping) with some latitude for discretionary approval by the Fluvanna County Director of Planning.
4. The remaining frontage (lying east of the Main Gate to Lake Monticello) on Route 618 shall have a 75-foot vegetative buffer as shown on the approved Master Plan for development. Any clearing in this buffer shall require approval by the Fluvanna County Director of Planning.
5. Along River Run Drive, there shall be a minimum building setback of 90 feet, as measured from the property line of Tax Map 9-(A)-13, as shown on the approved Master Plan for development. Every effort shall be made to preserve the existing vegetative buffer that exists in this setback.
6. Along the northern property line, there shall be a 75-foot building setback, extending from River Run Drive in an easterly direction for 2,000 feet. Every effort shall be made to preserve a 50-foot tree preservation along this same property line.
7. Pedestrian trails, with minimal disturbance, shall be allowed in all buffers, setbacks, and preservation areas.
8. The entire development shall be restricted (in ownership, rental, lease, etc.) to individuals of age 55 and above. This shall be recorded as a covenant and restriction for the community.

## Attachment C

9. There shall be a Community Center, with minimum size of 5,000 square feet to serve the development and any appropriate community uses.
10. The commercial component of the Master Plan shall not total more than 40,000 square feet of gross floor area, and shall be composed entirely of community retail and service uses, such as medical offices, dental offices, markets, bookstores, dry cleaners, coffee shops, cafes, florists, etc.
11. Construction will not begin until central water and sewer is available.

Staff's recommendation to the Planning Commission was to deny the applicant's request. Staff realizes the need for the type of development the applicant is proposing. Staff has worked with the applicant and VDOT to address potential traffic impacts to Route 618 and believes progress has been made in the relocation of the main entrance to the proposed development.

The applicant has proffered that construction would not begin until central water and sewer is available (proffer #11). Currently, the proposed development is not within the Aqua Virginia service area. Staff believes the service area should be defined before this rezoning is approved rather than zoning determining the boundaries of the service area. Staff believes the applicant should become involved in the Lake Monticello Community Plan to work with the community to develop a Master Plan for the Lake Monticello Community Planning Area that would determine where this type of development is best suited and how the impacts on existing infrastructure would be planned for.

### **Suggested Motion:**

Mister Chairman, based on the Planning Commission recommendation, I move to **approve** ZMP 04:02 for a change in zoning district classification from A-1, Agricultural to R-3, Residential, Planned Community on Tax Map 9, Section A, Parcels 13, 14, & 14C, with the following **eighteen (18) revised proffers:**

1. **Access to the property from Route 618 shall be limited to three (3) locations (including River Run Drive). Furthermore, River Run Drive shall be limited (by design) to emergency vehicles only.**
2. **Between River Run Drive and the proposed entrance across from the main gate at Lake Monticello, there shall be a minimum building setback will be 125 feet, measured from the proposed Right-of-Way, as shown on the approved Preliminary Master Plan dated December 29, 2004 (revised). Every effort shall be made to preserve the existing vegetative buffer that exists in this setback.**
3. **The proposed Assisted Living Facility shall have a parking setback of not less than 50 feet as measured from the Route 618 R.O.W., as shown on the approved Master Plan for development. This setback area shall be landscaped in general accord with Section 22-24-1 (Landscape Plan – General provisions for landscaping) with some latitude for discretionary approval by the Fluvanna County Director of Planning.**
4. **Between the proposed entrance across from the main gate of Lake Monticello and the eastern property line, there shall be a 50-foot building setback. Every effort**

# Attachment C

- shall be made to preserve the existing tree vegetation within this setback for screening purposes.
5. Along River Run Drive, there shall be a minimum building setback of 80 feet, as measured from the property line of Tax Map 9-(A)-13, as shown on the approved Master Plan for development. Every effort shall be made to preserve the existing vegetation buffer that exists in this setback.
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  7. Pedestrian trails, with minimal disturbance, shall be allowed in all buffers, setbacks, and preservation areas.
  8. The residential development shall be restricted (in ownership, rental, lease, etc.) to individuals of age 55 and above. This shall be recorded as a covenant and restriction for the community.
  9. There shall be a Community Center, with minimum size of 5,000 square feet to serve the development and any appropriate community uses.
  10. The commercial component of the Master Plan shall not total more than 40,000 square feet of gross floor area, and shall be composed entirely of community retail and service uses, such as medical offices, dental offices, markets, bookstores, dry cleaners, coffee shops, cafes, florists, etc.
  11. Construction will not begin until public water and sewer is available.
  12. Public water shall provide adequate pressure.
  13. On-site stormwater management shall be designed in consultation with the Thomas Jefferson Soil and Water Conservation District utilizing low impact development techniques and water quality best management practices.
  14. The following improvements shall be constructed at the entrance across from the Main Gate to Lake Monticello: A conventional intersection with a left turn lane into Lake Monticello and right and left turn lanes into Lake Monticello shall be constructed to VDOT standards and specifications. The primary purpose of this entrance is to serve the assisted living component of Monticello Village, therefore the right and left turn lanes into Lake Monticello shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community (the length of turn lanes shall be determined by VDOT during the Site Plan stage of Monticello Village).
  15. The following improvements shall be constructed at the entrance across from Crofton Plaza: A conventional intersection with a left turn lane into Crofton Plaza and right and left turn lanes into Monticello Village, or a roundabout, shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community.
  16. All improvements referenced in items 14 and 15 above are planned to utilize existing VDOT right-of-way or right-of-way dedicated by Southern Development, per the plan titled "proposed improvements to Route 618" and dated 1/14/2005 prepared by Rivanna Engineering. The estimated cost of such improvements is \$685,000.00 In the event a roundabout is desired, additional right-of-way may be

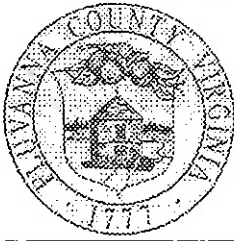
necessary. Southern Development cannot guarantee the successful acquisition of, or funding for, any additional right-of-way beyond what is shown in the above referenced plan.

17. A complete copy of a comprehensive traffic analysis of the Lake Monticello Area of Fluvanna County has been provided to Fluvanna County Staff and VDOT. This study was conducted by Wilber Smith & Associates in January 2005, at a cost of \$15,000.
18. Southern Development will provide an additional \$5,000 cash proffer directly to VDOT, for future traffic improvement design in the Lake Monticello Area. Payment shall occur in conjunction with the first residential building permit.

**Attachments:**

- A – Application
- B – Vicinity Map
- C - Plat From Original Submittal
- D – Proposed Site Plan From Original Submittal
- E – Proffers From Original Submittal
- F – Proposed Improvements to State Route 618 From Original Submittal
- G – Revised Proffers (1/19/2005)
- H – Revised Proffers Narrative (1/28/05)
- I – Revised Site Plan (1/24/2005)

Copy: Southern Development, 170 South Pantops Drive, Charlottesville, VA 22911  
Kelly Strickland, Rivanna Engineering, 1350 Stony Point Road, Charlottesville, VA 22901



COMMONWEALTH OF VIRGINIA  
COUNTY OF FLUVANNA  
Application for Rezoning

Owner of Record: SOUTHERN DEVELOPMENT	Applicant: SAME AS OWNER
Address: 170 SOUTH PANTOPS DR CHARLOTTESVILLE VA 22911	Address:
Phone: 434.245.0894 Fax: 434.245.0895	Phone: Fax:
Email: Frank.ballitt@southern-development.com	Email:
Representative: RIVANNA ENGINEERING	Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.
Address: 1350 STONY POINT ROAD CHARLOTTESVILLE, VA 22911	
Phone: 434.984.1599 Fax: 434.984.8863	
Email: kelly@rivannaengineering.com	

Tax Map and Parcel(s): 9-A-14, 14-C, 13	Election District: RIVANNA
Acreage: 43.8 ACRES	Planning Area: LAKE MONTICELLO
Zoning: A-1	Deed Book Reference: 317/100
Location: N. side of S.R. 618, 1.25 mi. W. of	Deed Restrictions? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (attach copy)
Description of Property: GENTLY ROLLING G10 AND WOODED	

1. Requested Zoning: R-3 ~~A-1~~ / CLN
2. Please describe the proposed use of the property: SEE CPA-04-01 SUBMITTED  
ON 3/15/04  
(attach additional sheets as necessary)

## Affidavit to Accompany Petition for Rezoning

By signing this application, the undersigned [ ] owner [ ] applicant authorizes entry onto the property by County employees, the Planning Commission, and the Board of Supervisors during the normal discharge of their duties in regard to this request.

I (We), being duly sworn, depose and say that we are Owner/Contract Owner of the property involved in this application and that we have familiarized ourselves with the rules and regulations of the Zoning Ordinance with respect to preparing and filing this application, and that the foregoing statements and answers herein contained and the information on the attached map to the best of our ability present the argument on behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of our knowledge.

Date: 4/20/04 Signature of Property Owner: [Signature] owner of parcel 13

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[Signature] Notary Public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

OFFICE USE ONLY	
Date Received: <u>27 Apr 04</u>	Application #: <u>ZMP 04-02</u>
\$250 fee for 1 <sup>st</sup> 10 acres paid: <u>\$11594</u>	+ \$25/acre for add'l acres:
Public Hearings	
Planning Commission: <u>10-17 Jun</u>	Board of Supervisors
Advertisement Dates: <u>6/13-17 Jun 04</u>	Advertisement Dates: <u>8/13 Sep 04</u> <u>30-10 Feb 05</u>
APO Notification: <u>13 May 04 / 18 Jun 04</u>	APO Notification: <u>12 Jul 04</u> <u>31 Jan 05</u>
Date of Hearing: <u>24 May 04 / 28 Jun 04</u>	Date of Hearing: <u>31 Jul 04</u> <u>19 Jan 05</u> <u>16 Feb 05</u>
Decision: <u>Deferred / approved</u>	Decision: <u>Defer 6 months, 0-100</u>



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**COUNTY OF FLUVANNA**

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Steven Biel  
Director of Planning & Community Development  
sbiel@co.fluvanna.va.us

*"Responsive & Responsible Government"*

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 [www.co.fluvanna.va.us](http://www.co.fluvanna.va.us)

# Memorandum

DATE: January 31, 2005

RE: APO'S for **ZMP 04:02** Public Hearing Letters

TO: Steven Biel

FROM: Mary Weaver

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the **Februray 16, 2005** Board of Supervisors meeting.

# Attachment C

## NOTICE OF PUBLIC HEARING

January 31, 2005

«FirstName» «LastName»  
 «Company»  
 «Address1»  
 «City», «State» «PostalCode»

### Re: Public Hearing on ZMP 04:02

Dear «Title» «LastName»«Company»:

This letter is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on the above referenced item on **Wednesday, February 16, 2005** at 7:00 PM in the Board Room at the Fluvanna County Administration Building in Palmyra, VA. The request is described as follows:

***ZMP 04:02 Monticello Village:*** *An ordinance to amend the Fluvanna County Zoning Map, subject to certain proffered conditions, with respect to 48.096 acres from A-1, Agriculture to R-3, Residential & B-1, Business to allow for an assisted living facility. The property, described as Tax Map 9, Section A, Parcel 13 (30.0 acres), Tax Map 9, Section A, Parcel 14 (14.783 acres), and Tax Map 9, Section A, Parcel 14C (3.313 acres). The parcels are located on the north and east side of Route 618 (Lake Monticello Road), across Route 618 from the Crofton Plaza entrance and the Lake Monticello Main Gate. The general usage and density range set forth in the applicable part of the comprehensive plan shall be a mix of residential and commercial uses that reflect the low to moderate residential density desired within the Lake Monticello Community Planning Area.*

The applicant or applicant's representative must be present at the Board of Supervisors meeting. The tentative agenda and staff report will also be available for review by the public in the Fluvanna County Department of Planning during working hours (8:30 a.m. – 5:00 p.m., Monday through Friday). If you have any questions, please feel free to contact me at 434-591-1910.

Sincerely,

Steven Biel  
 Planning Director

# Attachment C

Title	FirstName	LastName	JobTitle	Company	Address1	City
Mr. & Mrs.	Ted & Virginia	Mullinnix	9(A)14C		45 Dogleg Road	Palmyra
			9(A)14A	Monticello Country Corp.	2704 Lake Monticello Road	Palmyra
Mr.	William E.	Sclater	9(A)14B	Crofton Group, Inc.	43 Tanglewood Drive	Palmyra
Mr.	Robert G.	Archer	9(A)12		2819 Scottsville Road	Charlottesville
Mr. & Mrs.	Phoebe & Larry	Herring	9(A)11C		2542 Thomas Jefferson Pkwy	Palmyra
Mr.	Gregory	Roberts	9(A)11D		7813 Harold Road	Dundalk
Mr. & Mrs.	E.S. Skeen & B. Tessie	Le Et Al	9(A)11E	% Jeanette Fitzgerald	2448 Lake Monticello Road	Palmyra
Mr. & Mrs.	Gary & Susan	Roberts	9(A)11A		2496 Lake Monticello Road	Palmyra
Ms.	Carol P.	Craig	9(10)1		187 River Run Drive	Palmyra
Mr. & Mrs.	Michael & Sallie	Ross	9(10)5		124 Bluff Lane	Palmyra
Mr.	Eric Scott	White	9(10)6		87 Jefferson Drive	Palmyra
Mr.	Curtis L.	Naylor	9(A)13,9(A)14,9(10)12,9(10)13		747 Park Street	Charlottesville
Mr.	Ronald Lee	Clark	18A(2)32		870 Union Mills Road	Troy
			18A(2)33	Barry Meade Homes LLC	140 South Pantops Drive	Charlottesville
Mr. & Mrs.	Dennis & Jill	May	18A(1)177		853 Jefferson Drive East	Palmyra
Ms.	Patricia	Arnold	18A(1)178		115 David Terrace	Charlottesville
Mr.	Joseph	Krawczel	18A(1)246		861 Jefferson Drive East	Palmyra
Mr. & Ms.	Donald & Peggy	Batten Orepeza	18A(1)247 18A(1)248		P.O. Box 3409 865 Jefferson Drive East	Charlottesville Palmyra
Mr.	Randall	Pitts	18A(1)249		867 Jefferson Drive East	Palmyra

# Attachment C

2016-08-17 p. 78/362

Title	FirstName	LastName	JobTitle	Company	Address1	City
Mr.	Jay	Shiflett	18A(1)250		869 Jefferson Drive East	Palmyra
Mr.	Robert M.	Leveque	18A(1)251	Leveque Trust	2325 Cumberland Road	Charlottesville
				Lake Monticello Owners Association	41 Ashlawn Blvd.	Palmyra

## Attachment C

uesday, February 3, 2005

# LEGALS

## The Central Virginian



### NOTICE OF PUBLIC HEARING TOWN OF LOUISA PLANNING COMMISSION

**HOLD A PUBLIC HEARING ON TUESDAY, FEBRUARY 15<sup>TH</sup>, 2005 AT 7:00 P.M. IN COUNCIL CHAMBERS AT TOWN HALL, 219 EAST MAIN STREET, LOUISA, VA TO CONSIDER THE FOLLOWING:**

The public hearing will be conducted to allow citizen comment on the following:

The appointed Substitute Trustee(s), has declared all the debts and obligations set

*Note: Anyone attending the board meeting is asked to please place his/her telephone and pager on silent alert during the meeting - Thank you!*



### BOARD OF SUPERVISORS COUNTY OF LOUISA February 7, 2005 5:00 P.M.

Call to Order  
Oath of Allegiance  
Approval of Bills  
Institutional Officers  
Citizens Information Period  
**Agenda Presentation**

VDOT Updates - Milton Thacker,  
Resident Engineer  
Annual Report Clean Community  
Commission - Robert Meier,  
Chairman

**New Business**  
Resolution - Requesting VDOT to  
Have Plum Tree Road (Route 739)  
Considered in the Paving in Place  
Program or as a Rural Rustic Road  
Rev Max - Paul Oswell, Director  
Social Services  
Budget Calendar - Ernie McLeod,  
Deputy County Administrator  
Local Emergency Planning  
Committee - Michael Schlemmer,  
Emergency Services Coordinator  
Staffing Audits

**Other**  
Committee Reports  
Board Appointments  
County Administrator's Report  
Consent Agenda Items  
**Schedule Public Hearing -  
Taylors Creek Agricultural and  
Forestral District**

a. Ethan A. Call requests that the  
following property be removed

**C.L.S., DATED SEPTEMBER 21, 1964,  
AND RECORDED IN THE AFOREMEN-  
TIONED CLERK'S OFFICE IN PLAT  
BOOK 4, PAGE 165.**

This conveyance is subject to all easements, restrictions, conditions, and reservations of record affecting the title to the property hereinabove described. The beneficiary reserves the right to bid at said sale.

**TERMS OF SALE:** Certified funds, cashiers checks, trust account checks. A bidder's deposit of **TEN percent (10%)** **MUST** be present at the time of the Trustee's Sale with settlement in full to be made within 15 days from the date of the said sale.

This notice is an attempt to collect a debt and any information obtained will be used for that purpose.

TS#: 04-V13640VA  
Loan type: CONV

For Information Contact:  
**SPECIALIZED INC., OF VIRGINIA,  
SUBSTITUTE TRUSTEE**  
722 E MARKET STREET Suite 200  
LEESBURG, VIRGINIA 20176  
(703) 779-0080

**Call between 9 AM - 11 AM EST ONLY**  
<http://www.specofva.com/> 1/27

### FLUVANNA COUNTY SCHOOL BOARD MEETING AGENDA February 9, 2005

- I. Call to Order
- II. Public Comments
- III. Communications and Petitions
- IV. Hearing of Delegations
- V. Reports and Recommendations of the Superintendent
- VI. Business and Finance
- VII. Special Reports
- VIII. Unfinished Business
- IX. New Business
- X. School Board Member

## Legal deadline is Mondays at 1 p.m.

### APPLICATION FOR LICENSE

Kents General Store trading as 25 Kents Store Way, Kents Store, Fluvanna County, Kents Store, VA 23084 is applying to the VIRGINIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL for a Wine and Beer Off Premises license to sell or manufacture alcoholic beverages. **Timothy A. Jones President/**



## PUBLIC HEARING

The Fluvanna County Board of Supervisors will conduct a public hearing pursuant to Virginia Code Section 15.2-2204 on **Wednesday, February 16, 2005 at 7:00 p.m.**, in the Board of Supervisors Room at the County Administration Building in Palmyra, Virginia to consider the following items:

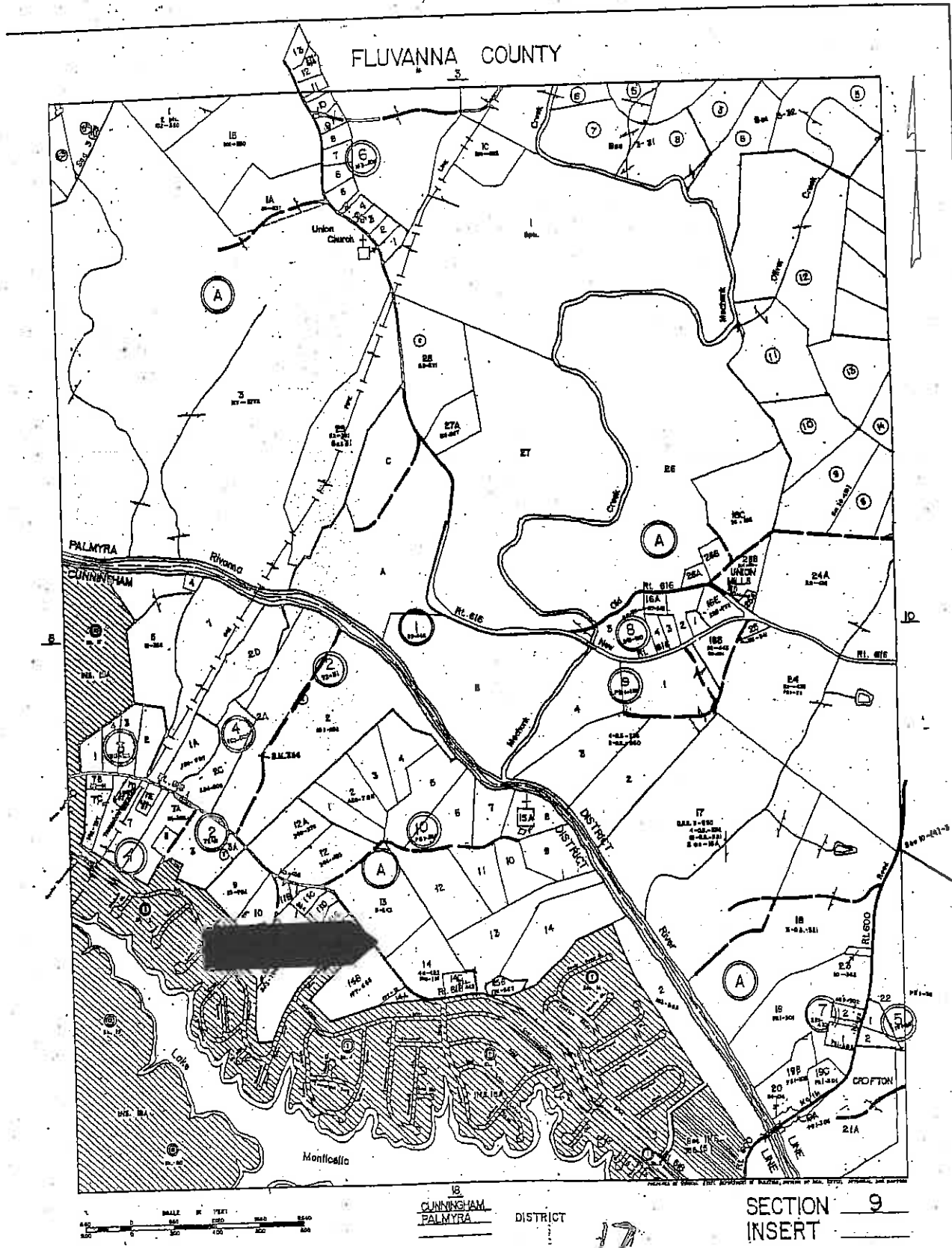
**SUP 04:29 - Henry Chandler:** A request for a special use permit to allow for a small home industry (small engine repair shop) pursuant to Fluvanna County Code Section 22-4-2.2. (9) with respect to 9.787 acres of Tax Map 51, Section A, Parcel 87. The affected property is located in the Fork Union District on the north side of Route 15 (James Madison Highway) approximately 1000 feet east of its intersection with Route 612 (Winnsville Drive). The property is zoned A-1, Agricultural, General.

**ZMP 04:02 - Monticello Village:** An ordinance to amend the Fluvanna County Zoning Map, subject to certain proffered conditions, with respect to 48.096 acres from A-1, Agriculture to R-3, Residential & B-1, Business to allow for an assisted living facility. The property, described as Tax Map 9, Section A, Parcel 13 (30.0 acres), Tax Map 9, Section 1 Parcel 14 (14.783 acres), and Tax Map 9, Section A, Parcel 14C (3.31 acres). The parcels are located on the north and east side of Route 61 (Lake Monticello Road), across Route 618 from the Crofton Plaza entrance and the Lake Monticello Main Gate. The general usage and density range set forth in the applicable part of the comprehensive plan shall be a mix of residential and commercial uses that reflect the low moderate residential density desired within the Lake Monticello Community Planning Area, not to exceed 2.9 residential units per acre.

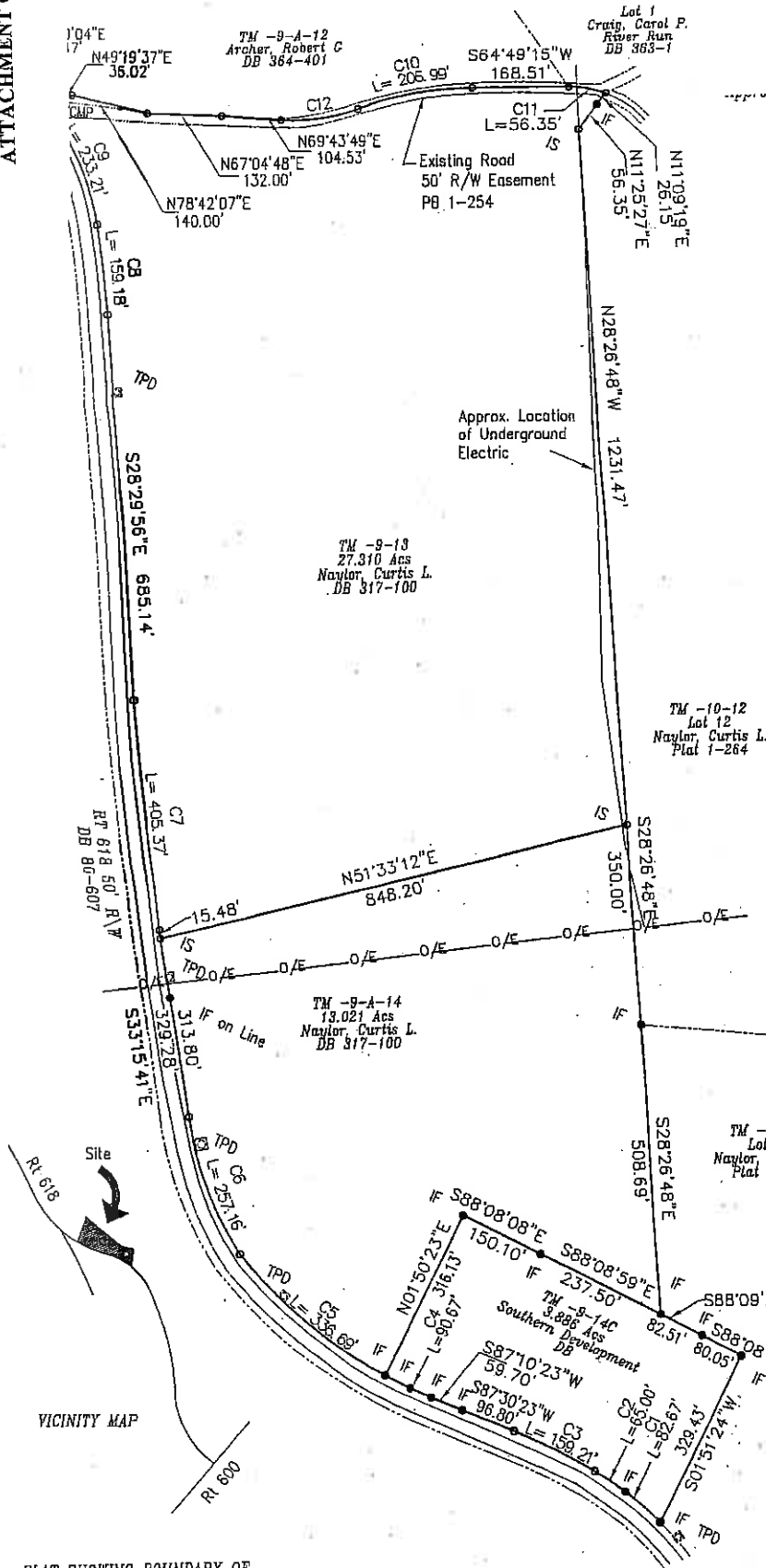
Copies of the above plan are available for review at the Fluvanna County Planning Office during normal business hours. The public is invited to attend the hearings and comment or participate in the proceedings. Questions or comments may be directed to Mr. Steven Biel, Director of Planning, at (434) 591-1910.

2/10

# Attachment C



ATTACHMENT C

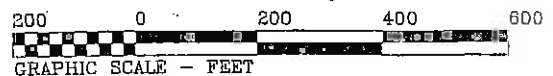


Curve	Radius	Tangent	Length	Delta	Chord	Chord Bear.
C1	544.75'	41.41'	82.67'	8°41'31"	82.59'	N 73°25'20" W
C2	544.75'	42.52'	85.00'	9°50'03"	84.96'	N 81°11'07" W
C3	544.75'	47.97'	159.21'	11°10'08"	158.08'	N 88°36'37" W
C4	69.128'	38.54'	90.67'	26°19'22"	90.63'	N 89°27'27" W
C5	821.69'	47.71'	336.89'	23°28'39"	334.34'	N 74°33'23" W
C6	612.65'	130.50'	257.15'	24°02'58"	255.27'	N 45°17'09" W
C7	4816.99'	202.80'	405.37'	4°49'18"	405.25'	N 30°54'35" W
C8	2045.70'	79.63'	159.18'	4°27'30"	159.14'	N 30°43'06" W
C9	416.55'	119.75'	233.22'	32°04'43"	230.18'	N 48°59'50" W
C10	572.84'	104.64'	206.99'	20°42'13"	205.87'	N 54°28'08" E
C11	183.47'	34.24'	67.69'	21°08'24"	67.31'	N 75°23'24" E
C12	310.27'	70.53'	138.70'	25°36'48"	137.55'	N 56°55'25" E

**LEGEND**  
 IS Iron Rod Set  
 IF Iron Rod Found  
 Tel Ped Telephone Pedestal  
 TV Ped Television Pedestal  
 ET Electric Transformer

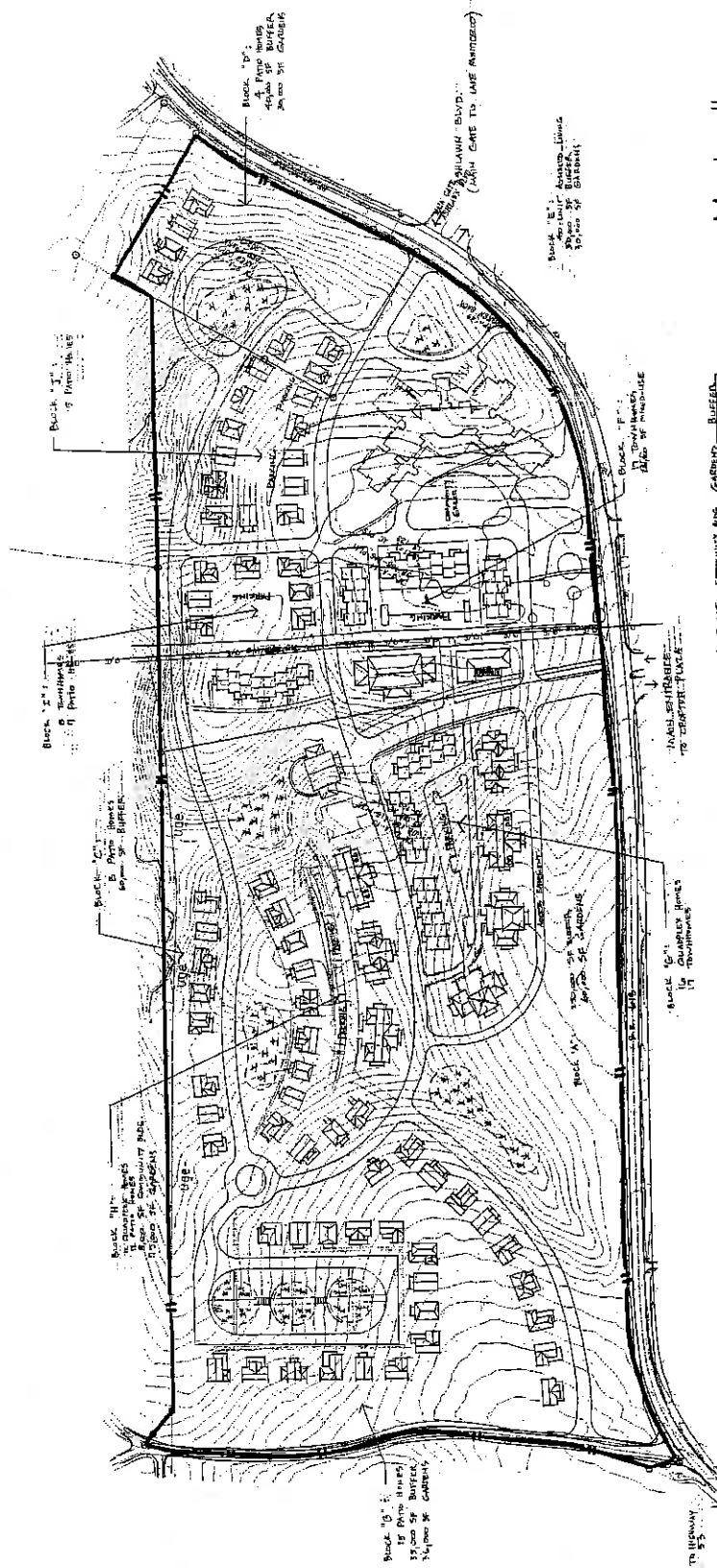
PLAT SHOWING BOUNDARY OF  
 TAX MAP 9A PARCEL 13, 14, & 14C  
 RIVER RUN  
 CUNNINGHAM DISTRICT, FLUVANNA COUNTY, VIRGINIA  
 SCALE: 1" = 200' DATE: FEBRUARY 18, 2004  
 09-A-14C.dwg

RIVANNA ENGINEERING & SURVEYING, PLC  
 P.O. BOX 7603, CHARLOTTESVILLE, VA. 22906  
 P: 434.984.1599 F: 434.984.8863



ATTACHMENT D

Sou



Monticello  
Proposed  
March 15,

Block Land Use Schedule:

Block	Residential	Commercial	Industrial	Community	Other
Block 10	10	10	10	10	10
Block 11	11	11	11	11	11
Block 12	12	12	12	12	12
Block 13	13	13	13	13	13
Block 14	14	14	14	14	14
Block 15	15	15	15	15	15
Block 16	16	16	16	16	16
Block 17	17	17	17	17	17
Block 18	18	18	18	18	18
Block 19	19	19	19	19	19
Block 20	20	20	20	20	20
Block 21	21	21	21	21	21
Block 22	22	22	22	22	22
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Block 24	24	24	24	24	24
Block 25	25	25	25	25	25
Block 26	26	26	26	26	26
Block 27	27	27	27	27	27
Block 28	28	28	28	28	28
Block 29	29	29	29	29	29
Block 30	30	30	30	30	30
Block 31	31	31	31	31	31
Block 32	32	32	32	32	32
Block 33	33	33	33	33	33
Block 34	34	34	34	34	34
Block 35	35	35	35	35	35
Block 36	36	36	36	36	36
Block 37	37	37	37	37	37
Block 38	38	38	38	38	38
Block 39	39	39	39	39	39
Block 40	40	40	40	40	40
Block 41	41	41	41	41	41
Block 42	42	42	42	42	42
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Block 92	92	92	92	92	92
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Block 94	94	94	94	94	94
Block 95	95	95	95	95	95
Block 96	96	96	96	96	96
Block 97	97	97	97	97	97
Block 98	98	98	98	98	98
Block 99	99	99	99	99	99
Block 100	100	100	100	100	100



## Southern Development

170 South Pantops Drive Charlottesville, VA 22911 434-245-0894 Fax 434-245-0895

May 18, 2004  
Revised June 23, 2004

*Received*

Mr. Steven Biel  
Director of Planning  
County of Fluvanna  
Department of Planning and Community Development  
P.O. Box 540  
Palmyra, VA 22963

JUN 24 2004

*Fluvanna County*

RE: ZMP-04-02, Monticello Village  
(Tax Map 9a / Parcels 13, 14, and 14C)  
Request for Rezoning from A-1 to R-3

Dear Steven:

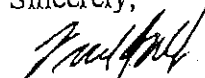
In regard to the attached Proffer Form, we are proposing the following:

1. Access to the property from Rte. 618 shall be limited to three (3) locations (including River Run Drive). Furthermore, Ingress from River Run Drive shall be limited to emergency access (Exit-Only by design); the access across from Crofton Plaza will be limited to a one lane "Exit-Only"; and the entrance across from the Main Gate to Lake Monticello shall be constructed in general accord with the plan titled "Proposed Improvements to State Route 618" dated June 22, 2004, as prepared by Rivanna Engineering and Surveying.
2. Along Rte. 618, from River Run Drive to the proposed Assisted Living Facility, the minimum building setback will be 125 feet as measured from the Rte. 618 R.O.W., as shown on the approved Master Plan for development. Every effort shall be made to preserve the existing vegetative buffer that exists in this setback.
3. The Proposed Assisted Living Facility shall have a building and parking setback of not less than 50 FT as measured from the Rte. 618 R.O.W., as shown on the approved Master Plan for development. This setback area shall be landscaped in general accord with Sec. 22-24-1 (Landscape Plan - General provisions for landscaping) with some latitude for discretionary approval by the Fluvanna County Director of Planning.
4. The remaining frontage (lying East of the Main Gate to Lake Monticello) on Rte 618 shall have a 75 FT vegetative buffer as shown on the approved Master Plan for development. Any clearing in this buffer shall require approval by the Fluvanna County Director of Planning.
5. Along River Run Drive, there shall be a minimum building setback of 90 FT, as measured from the property line of TM/P : 9-A-13, as shown on the approved Master

# Attachment C

- Plan for development. Every effort shall be made to preserve the existing vegetative buffer that exists in this setback.
6. Along the Northern Property Line, there shall be a 75 FT building setback, extending from River Run Drive in an Easterly Direction for 2,000 FT. Every effort shall be made to preserve a 50 FT tree preservation along this same property line.
  7. Pedestrian trails, with minimal disturbance, shall be allowed in all buffers, setbacks, and preservation areas.
  8. The entire development shall be restricted (in ownership, rental, lease, etc.) to individuals of age 55 and above. This shall be recorded as a covenant and restriction for the community.
  9. There shall be a Community Center, with minimum size of 5,000 SF to serve the development and any appropriate community uses.
  10. The commercial component of the Master Plan shall not total more than 40,000 SF gross floor area, and shall be composed entirely of community retail and service uses such as: medical offices, dental offices, markets, bookstores, dry cleaners, coffee shops, cafes, florists, etc...
  11. Construction will not begin until central water and sewer is available.

Sincerely,



Frank T. Ballif  
Owner

*Received*

JUN 24 2004

cc: Ed Baird  
Rob Stockhausen  
Rob Duncan  
Kelly Strickland  
Tim Miller

*Flavanna County*

**Attachment C** Rivanna Board of Supervisors Meeting  
Southern Development  
July 21, 2004

**MONTICELLO VILLAGE PROFFER AMENDMENT**

**Old Proffer #1:**

- 1) Access to the property from Route 618 shall be limited to three (3) locations (including River Run Drive). Furthermore, ingress from River Run Drive shall be limited to emergency access (exit-only by design); the access across from Crofton Plaza will be limited to a one-lane "Exit-Only"; and the entrance across from the Main Gate to Lake Monticello shall be constructed in general accord with the plan titled "Proposed Improvements to Route 618" dated June 22, 2004, as prepared by Rivanna Engineering and Surveying.

**Revised Proffer #1:**

- 1) Access to the property from Route 618 shall be limited to three (3) locations (including River Run Drive). Furthermore, ingress from River Run Drive shall be limited to emergency access (exit only by design). The property's "Main Entrance" across from Crofton Plaza and the secondary "Assisted Living Entrance" access across from Lake Monticello's main gate will each include road infrastructure improvements per the plan dated July 21, 2004, specifically:
  - a) Deceleration lanes on both sides of Route 618 for traffic turning right into the Main Entrance, the Assisted Living Entrance, Crofton Plaza, and Lake Monticello.
  - b) Left turn lanes in both directions on Route 618 for traffic turning left into the Main Entrance, the Assisted Living Entrance, Crofton Plaza, and Lake Monticello.
  - c) Acceleration lanes for right-turn traffic exiting the Main Entrance, the Assisted Living Entrance, Crofton Plaza, and Lake Monticello.

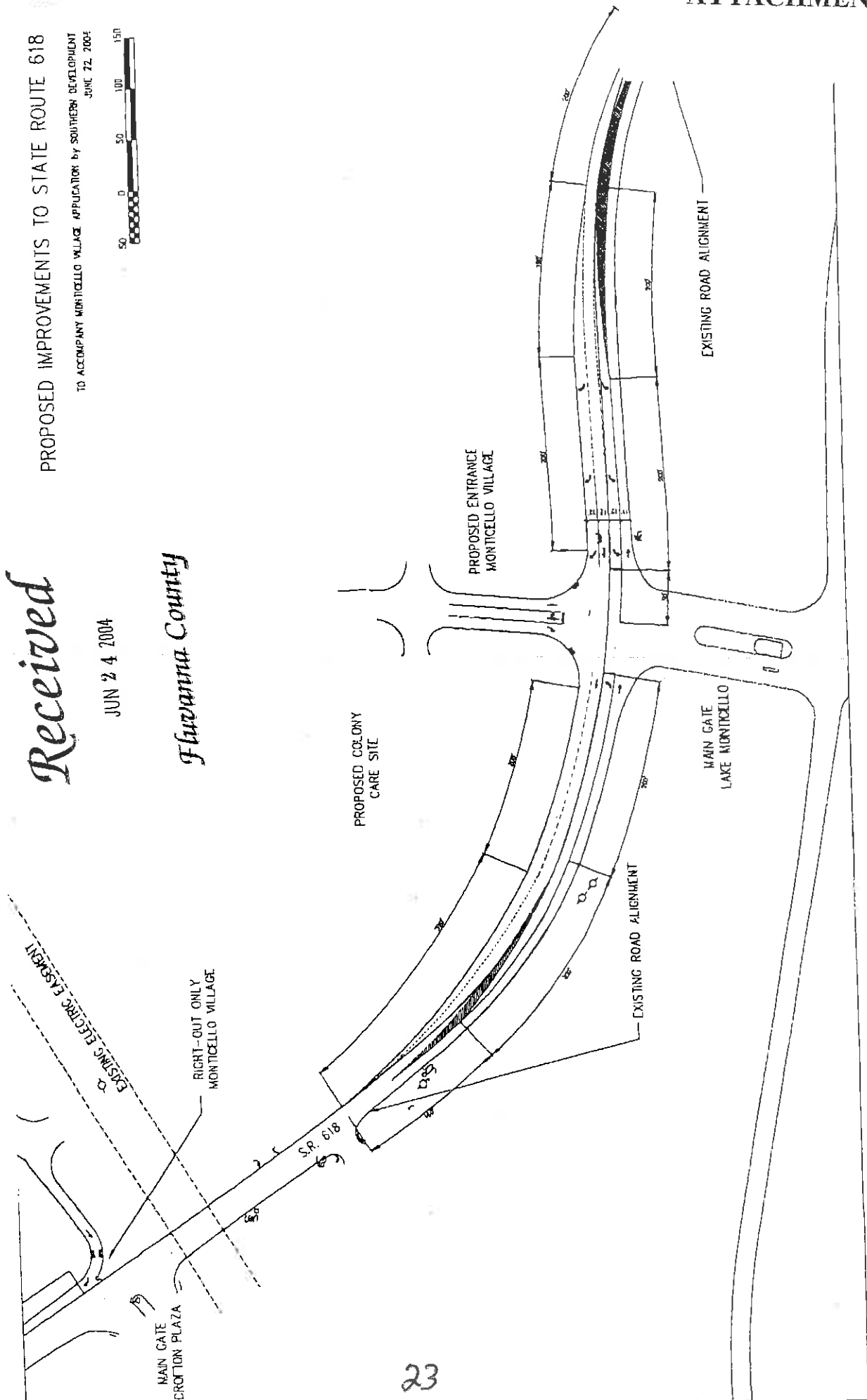
*Received*

JUN 24 2004

*Flavanna County*

PROPOSED IMPROVEMENTS TO STATE ROUTE 618

TO ACCOMPANY MONTICELLO VILLAGE APPLICATION BY SOUTHERN DEVELOPMENT  
JUNE 22, 2004



January 28, 2005

Mr. Steven Biel  
Director of Planning  
County of Fluvanna  
Department of Planning and Community Development  
P.O. Box 540  
Palmyra, VA 22963



Re: Monticello Village Proffers

Dear Steven Biel:

Southern Development has revised the proffers associated with the Monticello Village project in order to accommodate concerns from the Fluvanna County Planning Commission, the Board of Supervisors, County Staff and VDOT. All adjustments to the proffers were included in the last revision dated January 19, 2005 and copies have been provided to Fluvanna County. This letter is written to provide additional insight and explanation for each of the proposed proffers.

Proffers 1-6 address access locations and setback along route 618. Due to the complexity of the proposed master plan, multiple proffers had to be made to accommodate the nature of the proposed plan. These proffers are intended to preserve the rural integrity of the area and to reduce the overall impact of the proposed community to the existing community.

As a result of the desire for nature trails in active adult communities, a trail system throughout the 44 acre site has been proffered. Proffer number 7 addresses the pedestrian trails and the need to minimize impact during construction of any such trail.

We have also proffered the community will be age restricted and that it shall be recorded as such. (proffer 8)

A minimum of 5,000 SF will be dedicated to a community center for Monticello Village and other appropriate uses by greater Fluvanna County. Southern Development intends to provide Fluvanna County's seniors with a designated gathering place to hold meetings, dinners or simply to socialize with friends and neighbors. In addition, Southern Development is committed to working with JABA to provide additional services for seniors in Fluvanna County. (proffer 9)

The neighborhood specific commercial space called for in the R-3 zoning has been a concern for many, especially due to traffic. As a result, proffer number 10 states that the commercial space will be limited to a maximum of 40,000 SF. The intent of the commercial space is to provide neighborhood retail and allow for community services. (proffer 10)

Proffers 11 and 12 address the need for public water and sewer to be available to the site prior to construction and guarantee adequate water pressure for the community.

Storm water management and erosion control is a primary concern of Southern Development. Without sound best management practices the statewide community suffers. Southern Development will work with TJSWC to incorporate the best available storm water and erosion methods and incorporate them into the site development plans for Monticello Village. (proffer 13)

Proffers 14-16 address improvements to route 618. The proffers are based on multiple meetings with VDOT, Wilbur Smith & Associates as well as the Fluvanna County Staff. Southern Development's desire is to make improvements that will provide for safe ingress and egress for Monticello Village. The proffers have been written in a manner allowing the Fluvanna County Board of Supervisors to make the final decision regarding the use of a traffic roundabout at Crofton Plaza or a conventional intersection.

Timing is a key element regarding these improvements due to the tremendous cost associated with them. Much of the additional cost associated with these proffers is a result of providing for improved safety well beyond Monticello Village. The improvements proposed for the Main Gate for Lake Monticello will go a long way to elevating concerns regarding the existing conditions. Improvement cost associated with this proffer will amount to more than \$685,000, or \$5,400.00 per lot based on an R-3 density. Therefore, improvements will be staged in accordance with the site plan process, appropriate to the phase of construction at Monticello Village. Some improvements to the intersection at the Main Gate to Lake Monticello will occur prior to the issuance of the certificate of occupancy for the Assisted Living Facility. These improvements will include the left turn lane for Lake Monticello and the left and right turn and taper lanes for Monticello Village. All additional improvements will be made prior to the issuance of the first residential certificate of occupancy in the Monticello Village Community.

Wilbur Smith & Associates at the request of VDOT and Fluvanna County Staff performed a comprehensive traffic analysis of the Lake Monticello Area of Fluvanna County. This analysis, paid for by Southern Development, has been provided Fluvanna County and VDOT in the form of a proffer. This study provides the County and VDOT with very valuable information that can be used by the County throughout the greater Lake Monticello community growth area. (proffer 17)

# Attachment C

Finally, Southern Development has provided an additional proffer of \$5,000 directly to VDOT. The intent of this proffer is to help start the design process for intersection improvements in the Lake Monticello Community Growth Area of Fluvanna County. Hopefully this proffer demonstrates Southern Development's commitment to the surrounding community.

Sincerely,



Frank T. Ballif  
Manager

cc: Ed Bain  
Rob Duncan

## Attachment C



January 14, 2005

Revised January 19, 2005

Mr. Steven Biel  
Director of Planning  
County of Fluvanna  
Department of Planning and Community Development  
P.O. Box 540  
Palmyra, VA 22963

RE: ZMP-04-02, Monticello Village  
(Tax Map 9a / Parcels 13, 14, and 14C)  
Request for Rezoning from A-1 to R-3

Dear Steven:

In regard to the attached Proffer Form, we are proposing the following:

1. Access to the property from Rte. 618 shall be limited to three (3) locations (including River Run Drive). Furthermore, River Run Drive shall be limited (by design) to emergency vehicles only.
2. Between River Run Drive and the proposed entrance across from the main gate at Lake Monticello, there shall be a minimum building setback of 125 feet, measured from the proposed Right-of-Way, as shown on the approved Preliminary Master Plan dated December 29, 2004. Every effort shall be made to preserve the existing vegetative buffer that exists in this setback.
3. The Proposed Assisted Living Facility shall have a parking setback of not less than 50 feet as measured from the Rte. 618 R.O.W., as shown on the approved Master Plan for development. This setback area shall be landscaped in general accord with Sec. 22-24-1 (Landscape Plan - General provisions for landscaping) with some latitude for discretionary approval by the Fluvanna County Director of Planning.
4. Between the proposed entrance across from the main gate of Lake Monticello and the eastern property line, there shall be a 50 foot building setback. Every effort shall be made to preserve the existing tree vegetation within this setback for screening purposes.

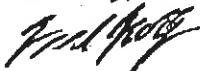
# Attachment C

5. Along River Run Drive, there shall be a minimum building setback of 80 feet as measured from the property line of TM/P : 9-A-13, as shown on the approved Master Plan for development. Every effort shall be made to preserve the existing vegetative buffer that exists in this setback.
6. Along the Northern Property Line, there shall be a 75 foot building setback, extending from River Run Drive in an Easterly Direction for approximately 1,400 feet and including the proposed community center. Every effort shall be made to preserve 50 feet of existing vegetation for screening in this setback.
7. Pedestrian trails, with minimal disturbance, shall be allowed in all buffers, setbacks, and preservation areas.
8. The residential development shall be restricted (in ownership, rental, lease, etc.) to individuals of age 55 and above. This shall be recorded as a covenant and restriction for the community.
9. There shall be a Community Center, with minimum size of 5,000 SF to serve the development and any appropriate community uses.
10. The commercial component of the Master Plan shall not total more than 40,000 SF gross floor area, and shall be composed entirely of community retail and service uses such as: medical offices, dental offices, markets, bookstores, dry cleaners, coffee shops, cafes, florists, etc...
11. Construction will not begin until public water and sewer is available.
12. Public water shall provide adequate pressure.
13. Onsite stormwater management shall be designed in consultation with The Thomas Jefferson Soil and Water Conservation District utilizing low impact development techniques and water quality best management practices.
14. The following improvements shall be constructed at the entrance across from the Main Gate to Lake Monticello: **A conventional intersection with a left turn lane into Lake Monticello and right and left turn lanes into Monticello Village shall be constructed to VDOT standards and specifications. The primary purpose of this entrance is to serve the assisted living component of Monticello Village, therefore the right and left turn lanes into Monticello Village shall be constructed prior to the issuance of the certificate of occupancy for the assisted living facility. The left turn lane into Lake Monticello shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community. (The length of turn lanes shall be determined by VDOT during the Site Plan Stage of Monticello Village)**
15. The following improvements shall be constructed at the entrance across from Crofton Plaza: **A conventional intersection with a left turn lane into Crofton Plaza and right and left turn lanes into Monticello Village, or a roundabout, shall be constructed prior to issuance of the first residential certificate of occupancy in the Monticello Village community.**

## Attachment C

16. All improvements referenced in items 14 & 15 above are planned to utilize existing VDOT right of way or right of way dedicated by Southern Development, per the plan titled "proposed improvements to route 618" and dated 1/14/05 prepared by Rivanna Engineering. The estimated cost of such improvements is \$685,000.00. In the event a roundabout is desired, additional right of way may be necessary. Southern Development cannot guarantee the successful acquisition of, or funding for, any additional right of way beyond what is shown in the above referenced plan.
17. A complete copy of a comprehensive traffic analysis of the Lake Monticello Area of Fluvanna County has been provided to Fluvanna County Staff and VDOT. This study was conducted by Wilbur Smith & Associates in January 2005, at a cost of \$15,000.
18. Southern Development will provide an additional \$5,000 cash proffer directly to VDOT, for future traffic improvement design in the Lake Monticello Area. Payment shall occur in conjunction with the first residential building permit.

Sincerely,

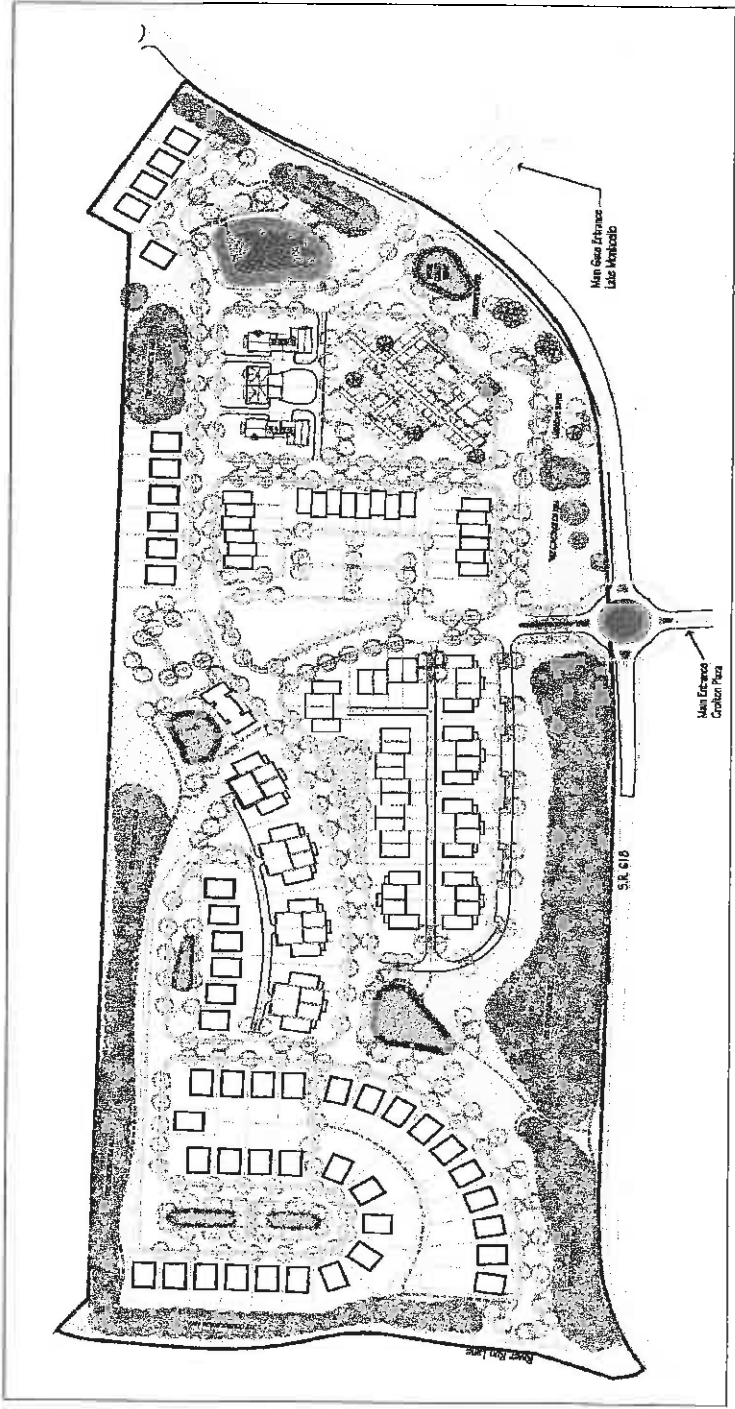


Frank T. Ballif  
Manager

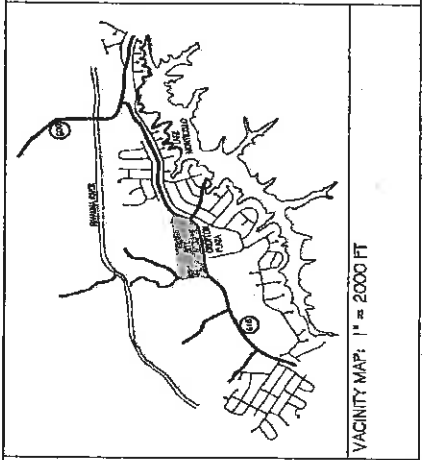
cc: Ed Bain  
Rob Duncan  
Kelly Strickland  
Tim Miller

CONTEXT PLAN

MONTICELLO VILLAGE PRELIMINARY MASTER PLAN



SHEET INDEX:	
1 of 7	CONTEXT PLAN
2 of 7	OPEN SPACE PLAN
3 of 7	INFRASTRUCTURE PLAN
4 of 7	STREET SECTIONS
5 of 7	LAND USE PLAN
6 of 7	DEVELOPMENT STANDARDS
7 of 7	EXISTING CONDITIONS



TAX MAP 9 (A) PARCELS 13, 14, AND 14C	
RIVANNA DISTRICT, ELIZABETH COUNTY, VIRGINIA	
OWNERS: SOUTHERN PROPERTY, LLC dba SOUTHERN DEVELOPMENT (TMF 9(A)-1-31)	
SOUTHERN PROPERTY, LLC dba SOUTHERN DEVELOPMENT (TMF 9(A)-1-40)	
B&K INVESTMENT GROUP, LLC (TMF 9(A)-1-41)	
DEVELOPER: SOUTHERN DEVELOPMENT	
170 SOUTH PANTONS DRIVE	
CHARLOTTESVILLE, VA 22911	
PHONE: 434.245.0294	
SITE ACREAGE: 44	
CURRENT ZONING: A-1	
PROPOSED ZONING: R-3	
DATE: OCTOBER 8, 2004 (REV: 12-01-04)	
SCALE: 1" = 100'	
PREPARED BY: RIVANNA ENGINEERING & SURVEYING, P.C.	
1350 STONY POINT ROAD	
CHARLOTTESVILLE, VA 22911	
P. 434.984.1599 F. 434.984.8863	
PROJECT NO. 09-A-14C-MP.DWG	

## PUBLIC HEARING

The Fluvanna County Planning Commission will conduct a public hearing pursuant to Virginia Code Section 15.2-2204 on **Monday, December 20, 2004 at 7:00 p.m.**, in the Board of Supervisors Room at the County Administration Building in Palmyra, Virginia to consider the following items:

**SUP 04:20 - Commonwealth Assisted Living:** *A request for a special use permit to allow for an assisted living facility pursuant to Fluvanna County Code Section 22-4-2.2.(23) with respect to 3.493 acres of Tax Map 9, Section A, Parcel 14. The affected property is located in the Rivanna District on the north side of Route 618 (Lake Monticello Road) across from the main entrance to Lake Monticello. The property is zoned A-1, Agricultural, General and is currently part of a rezoning request to amend the Fluvanna County Zoning Map with respect to 44.217 acres of Tax Map 9, Section A, Parcels 13, 14, & 14C from A-1, Agricultural, General to R-3, Residential, Planned Community.*

**SUP 04:21 - David and Jennifer Tinnell:** *A request for a special use permit to allow for a mobile home while constructing a single-family dwelling on the same property pursuant to Fluvanna County Code Section 22-4-2.2.(14)(c) with respect to 7.3 acres of Tax Map 36, Section A, Parcel 93. The affected property (198 Ridgecrest Lane) is located in the Cunningham District on the east side Ridgecrest Lane approximately 0.2 miles north of its intersection with Route 6 (West River Road). The property is zoned A-1, Agricultural, General.*

**SUP 04:23 - May Belle Washington:** *A request for a special use permit to allow for a mobile home for a medical hardship pursuant to Fluvanna County Code Section 22-4-2.2.(14)(b) with respect to 3.1 acres of Tax Map 4, Section A, Parcel 74. The affected property (73 Country Lane) is located in the Palmyra District on the south side of Country Lane approximately 400 feet west of its intersection with Route 676 (Oliver Creek Road). The property is zoned A-1, Agricultural, General.*

**SUP 04:24 - Central Virginia Electric Cooperative:** *A request for a special use permit to allow for an electric power substation pursuant to Fluvanna County Code Section 22-4-2.2.(1) with respect to 2.035 acres of Tax Map 18, Section A, Parcel 43A. The affected property is located in the Palmyra District on the east side of Route 600 (South Boston Road) approximately 1000 feet north of its intersection with Route 53 (Thomas Jefferson Parkway). The property is zoned A-1, Agricultural, General and is surrounded by the Cunningham Acres Agricultural and Forestal District.*

**SUP 04:25 - Stübben North America:** *A request for an amendment to special use permit (SUP) 00:02 for an addition of approximately 3,010 square feet pursuant to Fluvanna County Code Section 22-4-2.2.(21) with respect to 34.501 acres of Tax Map 10, Section A, Parcel 54A. This is the second amendment to SUP 00:02, the first being SUP 01:05. The affected property (1018 Wounded Knee Lane) is located in the Palmyra District off Wounded Knee Lane approximately 0.3 of a mile west of its intersection with Route 631 (Troy Road). The property is zoned A-1, Agricultural, General.*

**SUP 04:26 - Katheline Gidding:** *A request for a special use permit to allow for a mobile home while constructing a single-family dwelling on the same property pursuant to Fluvanna County*



## Transmittal

**To:** Steven Biel

**From:** Frank Ballif

**Date:** 18 October 2004

**Re:** Monticello Village – Assisted Living

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Please find enclosed a check in the amount of \$300.00 for the Special Use Permit at Monticello Village Assisted Living, Tax Map 9 -14. I have also enclosed a copy of the application submitted to Fluvanna County. If you have any questions, or need anything else, please call me at (434) 245 – 0894. Thanks!



COMMONWEALTH OF VIRGINIA  
COUNTY OF FLUVANNA

## Application for Special Use Permit

21 2004

<b>Owner of Record:</b> B+R Investment Group LLC	<b>Applicant:</b> Commonwealth Assisted Living
<b>Address:</b> 5344 Springfield Road Glen Allen, VA 23060	<b>Address:</b> 103 E. Water St., Suite 302 Charlottesville, VA 22902
<b>Phone:</b> (804) 387-0805 <b>Fax:</b> N/A	<b>Phone:</b> (434) 220-1055 <b>Fax:</b> (434) 295-4851
<b>Email:</b> N/A	<b>Email:</b> richard@commonwealthal.com
<b>Representative:</b> Southern Development	<b>Note:</b> If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.
<b>Address:</b> 170 South Pantops Drive Charlottesville, VA 22911	
<b>Phone:</b> (434) 245-0894 <b>Fax:</b> (434) 245-0895	
<b>Email:</b> N/A	

<b>Tax Map and Parcel(s):</b> 9-A-14	<b>Election District:</b> Cunningham
<b>Acreage:</b> 3.493	<b>Planning Area:</b> Lake Monticello
<b>Zoning:</b> B-1	<b>Deed Book Reference:</b>
<b>Location:</b> Route 618	<b>Deed Restrictions?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (attach copy)
<b>Description of Property:</b> Vacant wooded land across from Lake Monticello main gate.	

Request for a use permit in order to Build and operate a 70-bed assisted living facility.

Proposed hours of operation (if applicable) from 24 hrs./Day to

- ☐ Two copies of a plan must be submitted, showing size and location of the lot, dimensions and location of the proposed building, structure or proposed use, and the dimensions and location of the existing structures on the lot.

By signing this application, the undersigned ☐ owner ☒ applicant authorizes entry onto the property by County employees, the Planning Commission, and the Board of Supervisors during the normal discharge of their duties in regard to this request and acknowledges that County employees will make regular inspections of the site.

Owner's signature: [Signature] Date: 10/5/04Subscribed and sworn to before me this 5th day of October, 2004Notary Public: Sandra Joyce DanksyMy commission expires: 7/31/2008

Certification:

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

Zoning Administrator: \_\_\_\_\_

OFFICE USE ONLY	
Date Received:	Application #: SUP 04.70
\$300 fee paid: \$1565 300.00	
Public Hearings	
Planning Commission	Board of Supervisors
Advertisement Dates: 4/11 Nov 04	Advertisement Dates:
APO Notification: 5 Nov 04	APO Notification:
Date of Hearing: 22 Nov 04	Date of Hearing:
Decision:	Decision:

Describe briefly the **improvements** proposed. State whether new buildings are to be constructed, existing buildings are to be used, or additions made to existing buildings. 20,000 square foot new building with 38 resident rooms to be licensed for 46 elderly residents. May be expanded in future by 10,000 square feet to include 16 additional resident rooms for 24 residents in a Special Care Unit for Alzheimer's/dementia.

**NECESSITY OF USE:** Describe the reason for the requested change. To serve a significant retirement population in the Lake Monticello area who must now go to Charlottesville or Richmond for assisted living services. The Special Use Permit will allow us to supply these services in Fluvanna County, also achieving one of the goals of the Comprehensive Plan.

**PROTECTION OF ADJOINING PROPERTY:** Describe the effects of the proposed use on adjacent property and the surrounding neighborhood. What protection will be offered adjoining property owners?

This property is part of and surrounded by a larger planned community and will have no negative impact on adjoining property owners, either through traffic or noise, as they will be minimal.

**ENHANCEMENT OF COUNTY:** Why does the applicant believe that this requested change would be advantageous to the County of Fluvanna? (Please substantiate with facts.)

1) An Assisted Living Facility provides a service not currently available close by.

2) Additional property tax revenue will be generated.

3) Local jobs will be added for construction (\$2 million) and for day-to-day operations (est. annual payroll of \$450,000 for Phase I).

4) Current residents will be able to remain in County instead of re-locating in search of services.

**PLAN:** Furnish plot plan showing boundaries and dimensions of property, width of abutting right-of-ways, location and size of buildings on the site, roadways, walks, off-street parking and loading space, landscaping, etc. Architect's sketches showing elevations of proposed buildings and complete plans are desirable and may be required with the application.

Remarks:



- ❑ Completed Special Use Permit signed by the current owner(s) or lessee or written confirmation from the current owner or lessee granting the right to submit the application.
- ❑ Site Plan for any expansion or new construction (18 copies preferred). Include:
  - ❑ Plot plan or survey plat at an appropriate scale
- ❑ Location and dimension of existing conditions and proposed development
- ❑ Commercial and Industrial Development: parking, loading, signs, lighting, buffers and screening
- ❑ Copy of the Tax Map showing the site (preferred)
- ❑ Copy of General Location Map (preferred)
- ❑ Supporting photographs are not required, but suggested for evidence.

[illegible]

### Review of the Application

- ☐ Preliminary review by planning staff for completeness and content.
- ☐ Copies of application: office, agencies and county attorney.
- ☐ Government agency review and comment (not an inclusive listing)
 

<input type="checkbox"/> VDOT	<input type="checkbox"/> LM Service Co.
<input type="checkbox"/> Health Department	<input type="checkbox"/> School Supt.
<input type="checkbox"/> USDA-Soil Conservation Serv.	<input type="checkbox"/> Fire Chief
<input type="checkbox"/> County Administrator	<input type="checkbox"/> FUSD Manager
- ☐ Any concerns addressed by the governmental agencies shall be discussed in a meeting with the applicant and a representative from the agency.
- ☐ Determine all adjacent property owners.
- ☐ Placed as a Public Hearing on the next available agenda of the Planning Commission.
- ☐ Notification of the scheduled Public Hearing to the following:
  - ☐ Applicant
  - ☐ All adjacent property owners
  - ☐ Local Newspaper advertisement
- ☐ Staff Report to include, but not be limited to:
  - ☐ General information regarding the application
  - ☐ Any information concerning utilities or transportation
  - ☐ Consistency with good planning practices
  - ☐ Consistency with the comprehensive plan

[illegible]

## 2016-08-17 p. 99/362

- ☐ Applicant or a representative must appear at the scheduled hearing. The Planning Commission may recommend to the Board of Supervisors: approval; approval subject to submittal or correction; or denial of the special use permit.
- ☐ Notification to the applicant regarding the Planning Commission's decision.
- ☐ Placed as a Public Hearing on the next available agenda of the Board of Supervisors.
- ☐ Staff Report and Planning Commission recommendation forwarded to the Board.
- ☐ Notification of the scheduled Public Hearing to the following:
  - ☐ Applicant
  - ☐ All adjacent property owners
  - ☐ Local Newspaper advertisement
- ☐ Applicant or a representative must appear at the scheduling hearing. After considering all relevant information from the applicant and the public, the Board will deliberate on points addressed in the Staff Report.
- ☐ The Board may approve; deny; or defer the request pending further consideration; or remand the case back to the Planning Commission for further consideration.

- ☐ With approval, the development may proceed.
- ☐ If denied, an appeal to the Courts may be prescribed by law
- ☐ No similar request for a special use permit for the same use at the same site may be made within one year after the denial.
- ☐ The Special Use Permit Application fee is **\$300** made payable to the **County of Fluvanna**.

[illegible]



## COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 [www.co.fluvanna.va.us](http://www.co.fluvanna.va.us)

**Steven Biel**

Director of Planning & Community Development  
[sbiel@co.fluvanna.va.us](mailto:sbiel@co.fluvanna.va.us)

### STAFF REPORT

**To:** Fluvanna County Planning Commission  
**Case Number:** SUP 04:20  
**Tax Map:** Tax Map 9, Section A, Parcel 14

**From:** Andy Sorrell **AVS**  
**District:** Rivanna  
**Date:** December 20, 2004

#### General Information:

**Applicant/Contact:** Commonwealth Assisted Living – Richard Brewer

**Owner:** B & R Investment Group, LLC

**Requested Action:** A request for a special use permit to allow for an assisted living facility pursuant to Fluvanna County Code Section 22-4-2.2.(23) with respect to 3.493 acres of Tax Map 9, Section A, Parcel 14 (Attachment A).

**Zoning Ordinance:** Section 22-4-2.2.(23)

**Location:** The affected property is located on the north side of Route 618 (Lake Monticello Road) across from the main entrance to Lake Monticello (Attachment B).

**Existing Zoning:** The property is zoned A-1, Agricultural, General and is currently part of a rezoning request to amend the Fluvanna County Zoning Map with respect to 44.217 acres of Tax Map 9, Section A, Parcels 13, 14, & 14C from A-1, Agricultural, General to R-3, Residential, Planned Community.

**Existing Land Use:** Wooded

**Adjacent Land Use:** Adjacent properties to the north, east and west are zoned A-1, Agricultural, General, and property across Route 618 (Lake Monticello Road) is zoned R-4, Residential, Limited.

**Comprehensive Plan:** The Comprehensive Plan designates this parcel as within the Rural Residential Planning Area which are areas located around Community and Primary Residential Planning Areas. The Rural Residential Planning Areas are a mix of residential subdivisions, scattered housing, open space, and agricultural and forestal

# Attachment D

districts. It is the intent of the Comprehensive Plan for the areas to remain a mix of these land uses.

## Zoning History:

Tax Map 9, Section A, Parcel 14 was denied a rezoning request to BC, Business Convenience in 1996 and a rezoning request to B-1, Business, General, in 1997. Parcel 14 is currently part of ZMP 04:02, a request to amend three parcels on the County Zoning Map from A-1 to R-3 zoning.

## Analysis:

*When evaluating proposed uses for special use permits, staff utilizes two (2) guidelines for evaluation:*

**First, the proposed use should not tend to change the character and established pattern of the area or community.**

The applicant, Commonwealth Assisted Living, currently operates three (3) other facilities in Gloucester, Portsmouth, and Virginia Beach and the company's headquarters is located in Charlottesville. The applicant is proposing to construct an assisted living facility at the main entrance to Lake Monticello on Route 618 on Tax Map 9, Section A, Parcel 14. The proposed facility would contain 70-beds with 38 resident rooms to be licensed for 46 elderly residents and would be approximately 20,000 square feet. The proposed facility would be open 24 hours a day.

As mentioned previously, Tax Map 9-A-14 is part of rezoning application ZMP 04:02 which is scheduled to be heard by the Board of Supervisors this coming January. The request is to rezone three (3) parcels (Tax Map 9, Section A, Parcels 13, 14, & 14C) from A-1, Agricultural, General to R-3, Residential, Planned Community. This special use permit application has been initiated in order to bring the process up to speed contingent that the Board of Supervisors approves the rezoning request. It should be noted that since this property is currently zoned A-1, Agricultural, General, it is governed by the A-1 district's zoning regulations. If this special use permit is approved and the property is rezoned to R-3, Residential, Planned Community, in the future, the special use permit for an assisted living facility would be transferable to the R-3 zoning classification since an assisted living facility also requires a special use permit in that classification.

Staff bases the definition of a dwelling unit on the Virginia Uniform Building Code that defines it as "a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation." The assisted living facility will be rented as a medical facility and will not have individual kitchens. Each room will have a private bath. Based on the previously mentioned definition, the proposed facility would be classified as one (1) dwelling unit since each room does not have permanent provisions for cooking and eating.

**Second, the proposed use should be compatible with the uses permitted by right in that zoning district and shall not adversely affect the use and/or value of neighboring property.**

## Attachment D

Assisted living facilities are permitted by special use permit in A-1 and R-3 zoning areas. The purpose of this special use permit for an assisted living facility is to address its compatibility with the surrounding residential community. The proposed facility will be bordered by Tax Map parcels 9-A-13 and 14C on the north, east and west, both, currently part of the previously mentioned R-3 rezoning request. The proposed facility is bordered by Tax Map parcels 9-A-13 and 14C on the north, east and west and property to the south across Route 618 is part of Lake Monticello and is at the Lake's main gate. The main concern from the applicant's request is the impact it may have on the existing condition of Route 618. VDOT has addressed this projected impact in their comments received by staff.

Staff has received comments from the Virginia Department of Transportation, the Thomas Jefferson Soil and Water Conservation District, Fire Department, and the Health Department.

VDOT commented that the applicant has not changed any aspects regarding the dedication of roadway rights-of-way to accommodate left and right turn lanes from the rezoning request. VDOT also notes that per the Board of Supervisor's requirements, VDOT is requiring a Traffic Impact Analysis for the entire Monticello Village development that includes the assisted living facility.

The Thomas Jefferson Soil and Water Conservation District (TJSWCD) has noted that the parcel 14 appears to have a large drainage channel through the middle that will drain above the property involved in the overall project. TJSWCD notes that the site above parcel 14 will need to be considered in the overall planning of storm water management. TJSWCD suggests a pond facility and/or an infiltration facility that could be placed in the inner circle of the cul-de-sac. This placement would require permits from the Fluvanna County Building Inspector, Va. Department of Environmental Quality, and possibly the Army Corp of Engineers. The Fluvanna County Volunteer Fire Department has commented that a hydrant system capable of 1,000 gallons per minute be installed with the hydrant location to be located with the approval of the Lake Monticello Fire Department and Fluvanna County Fire Department.

The applicant has provided information reflecting a water and sewage usage of approximately 2,890 gallons per day based on an analysis of their three other assisted living facilities located throughout Virginia. The projected 2,890 gallons per day is an average based on a two-year time frame from September 2002 to August 2004. The Health Department has commented that their office does not have any submitted plans for septic or engineered systems for this facility. In the rezoning request the developer has proffered to not begin construction of the development until central sewer and water is available. The development is currently not within the Aqua Virginia service area. As mentioned in the rezoning request staff report, Aqua Virginia is working with the DEQ to resolve some issues before they can consider expanding their service area. If this special use permit is approved, it will need detailed information included in the site development plan regarding sewer and water service.

Staff believes the use would be compatible with uses permitted by right in the A-1 and R-3 zoning districts. Assisted living facilities are permitted by special use permit in the A-1 and R-3 zoning districts and should not adversely affect the use or value of neighboring properties. Staff believes

the Traffic Impact Analysis required by the Board of Supervisors will help determine any adverse impact the facility may have on the area.

## **Recommendation:**

It is the opinion of staff that this request for a special use permit to allow for an assisted living facility pursuant to Fluvanna County Code Section 22-4-2.2.(23) with respect to 3.493 acres of Tax Map 9, Section A, Parcel 14, meets the intent of the Comprehensive Plan and Zoning Ordinance. Therefore, staff recommends **approval** of SUP 04:20, with the following five (5) conditions:

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

## **Suggested Motions:**

Madam Chairperson, because this request meets the intent of the Comprehensive Plan and Zoning Ordinance, I move that the Planning Commission recommend **approval** of SUP 04:20, a request for a special use permit to allow for an assisted living facility pursuant to Fluvanna County Code Section 22-4-2.2.(23) with respect to 3.493 acres of Tax Map 9, Section A, Parcel 14, to the Fluvanna County Board of Supervisors with conditions listed in the staff report.

## **Attachments:**

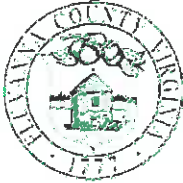
- A – Application and APO letter
- B – Aerial Vicinity Map
- C – Plat
- D – Sketch Plan
- E – Site Photos

## **Copy:**

Applicant – Mr. Richard Brewer, Commonwealth Assisted Living, 103 East Water St., Suite 302,  
Charlottesville, VA 22902

Rep. -- Mr. Frank Ballif, Southern Development, 170 South Pantops Drive, Charlottesville, VA 22911

## Attachment D

COMMONWEALTH OF VIRGINIA  
COUNTY OF FLUVANNA

## Application for Special Use Permit

21 2004

<b>Owner of Record:</b> B+R Investment Group LLC	<b>Applicant:</b> Commonwealth Assisted Living
<b>Address:</b> 5344 Springfield Road Glen Allen, VA 23060	<b>Address:</b> 103 E. Water St., Suite 302 Charlottesville, VA 22902
<b>Phone:</b> (804) 387-0805 <b>Fax:</b> N/A	<b>Phone:</b> (434) 220-1055 <b>Fax:</b> (434) 295-4851
<b>Email:</b> N/A	<b>Email:</b> richard@commonwealthal.com
<b>Representative:</b> Southern Development	<b>Note:</b> If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.
<b>Address:</b> 170 South Pantops Drive Charlottesville, VA 22911	
<b>Phone:</b> (434) 245-0894 <b>Fax:</b> (434) 245-0895	
<b>Email:</b> N/A	

<b>Tax Map and Parcel(s):</b> 9-A-14	<b>Election District:</b> Cunningham
<b>Acreage:</b> 3.493	<b>Planning Area:</b> Lake Monticello
<b>Zoning:</b> B-1	<b>Deed Book Reference:</b> 08598 Pgs 591
<b>Location:</b> Route 618	<b>Deed Restrictions?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (attach copy)
<b>Description of Property:</b> Vacant wooded land across from Lake Monticello main gate.	

**Request for a use permit in order to** Build and operate a 70-bed assisted living facility.

**Proposed hours of operation (if applicable) from** 24 hrs./Day **to** \_\_\_\_\_

- ☐ Two copies of a plan must be submitted, showing size and location of the lot, dimensions and location of the proposed building, structure or proposed use, and the dimensions and location of the existing structures on the lot.

By signing this application, the undersigned ☐ owner ☒ applicant authorizes entry onto the property by County employees, the Planning Commission, and the Board of Supervisors during the normal discharge of their duties in regard to this request and acknowledges that County employees will make regular inspections of the site.

**Owner's signature:**  **Date:** 10/5/04

**Subscribed and sworn to before me this** 5<sup>th</sup> **day of** October, 2004

**Notary Public:** 

**My commission expires:** 7/31/2008

**Certification:**

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

**Zoning Administrator:** \_\_\_\_\_

OFFICE USE ONLY	
<b>Date Received:</b> Oct 12, 04	<b>Application #:</b> SUP 04-20
<b>\$300 fee paid:</b>	
Public Hearings	
<b>Planning Commission</b>	<b>Board of Supervisors</b>
<b>Advertisement Dates:</b> 9/21 NOV 04	<b>Advertisement Dates:</b> Jan 6 & 12
<b>APO Notification:</b> 5 <del>th</del> NOV 04	<b>APO Notification:</b> 10 Jan 05
<b>Date of Hearing:</b> 22 NOV 04	<b>Date of Hearing:</b> Jan 19, 2005
<b>Decision:</b> Recommended Approval	<b>Decision:</b>

Describe briefly the improvements proposed. State whether new buildings are to be constructed, existing buildings are to be used, or additions made to existing buildings. 20,000 square foot new building with 38 resident rooms to be licensed for 46 elderly residents. May be expanded in future by 10,000 square feet to include 16 additional resident rooms for 24 residents in a Special Care Unit for Alzheimer's/dementia.

**NECESSITY OF USE:** Describe the reason for the requested change. To serve a significant retirement population in the Lake Monticello area who must now go to Charlottesville or Richmond for assisted living services. The Special Use Permit will allow us to supply these services in Fluvanna County, also achieving one of the goals of the Comprehensive Plan.

**PROTECTION OF ADJOINING PROPERTY:** Describe the effects of the proposed use on adjacent property and the surrounding neighborhood. What protection will be offered adjoining property owners?

This property is part of and surrounded by a larger planned community and will have no negative impact on adjoining property owners, either through traffic or noise, as they will be minimal.

**ENHANCEMENT OF COUNTY:** Why does the applicant believe that this requested change would be advantageous to the County of Fluvanna? (Please substantiate with facts.)

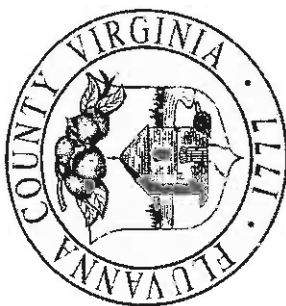
- 1) An Assisted Living Facility provides a service not currently available close by.
- 2) Additional property tax revenue will be generated.
- 3) Local jobs will be added for construction (\$2 million) and for day-to-day operations (est. annual payroll of \$450,000 for Phase 1).
- 4) Current residents will be able to remain in County instead of re-locating in search of services.

**PLAN:** Furnish plot plan showing boundaries and dimensions of property, width of abutting right-of-ways, location and size of buildings on the site, roadways, walks, off-street parking and loading space, landscaping, etc. Architect's sketches showing elevations of proposed buildings and complete plans are desirable and may be required with the application.

Remarks:

A conceptual site plan is attached. Applicant proffers to come back to the planning commission with a site plan showing the above required details.

## SUP 04:20- Commonwealth Assisted Living



**County of Fluvanna**

*"Responsive & Responsible Government"*



**Tax Map 9-A-14**  
**3.493 acres**

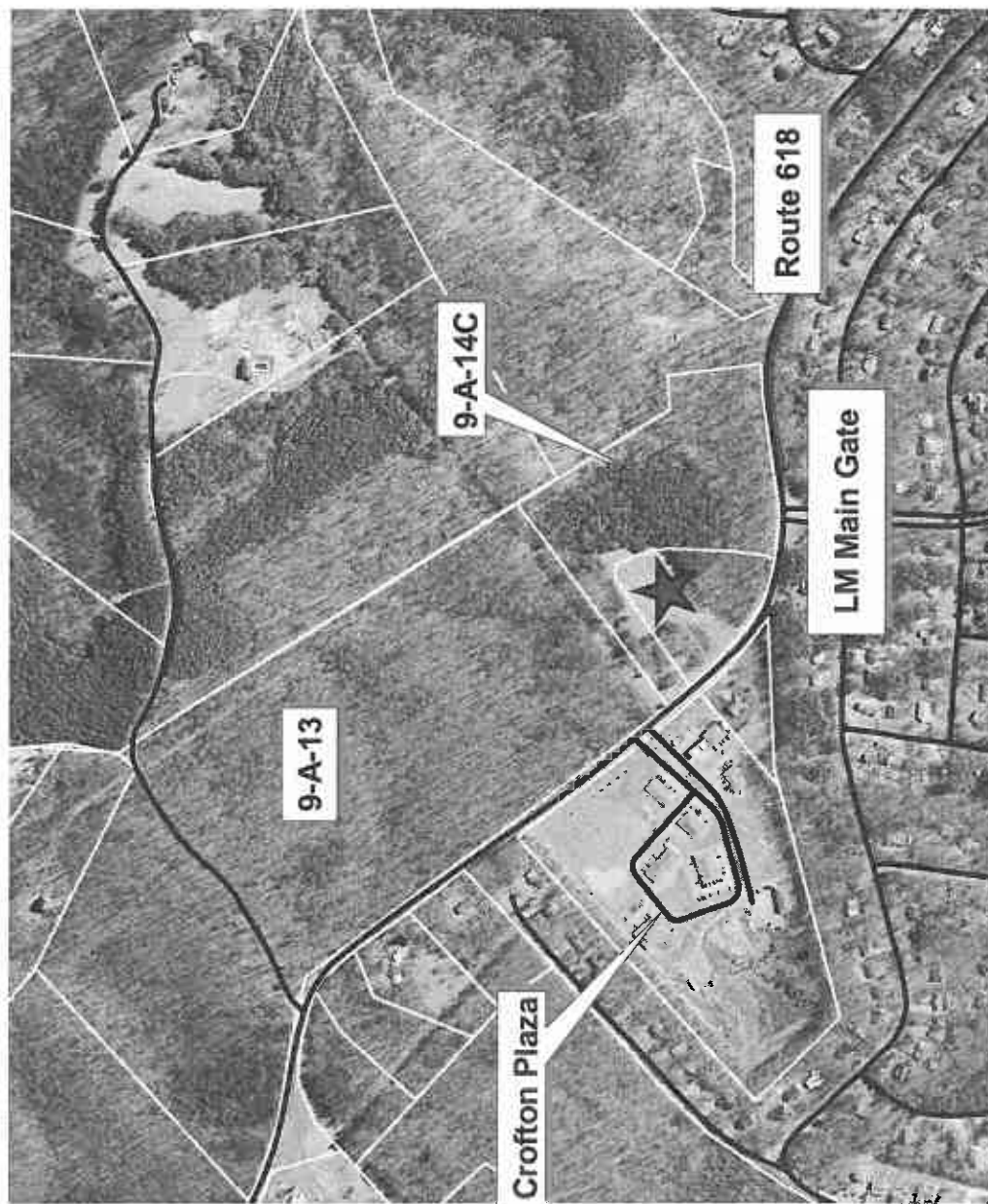


Scale: Not to Scale Date: Dec. 20, 2016

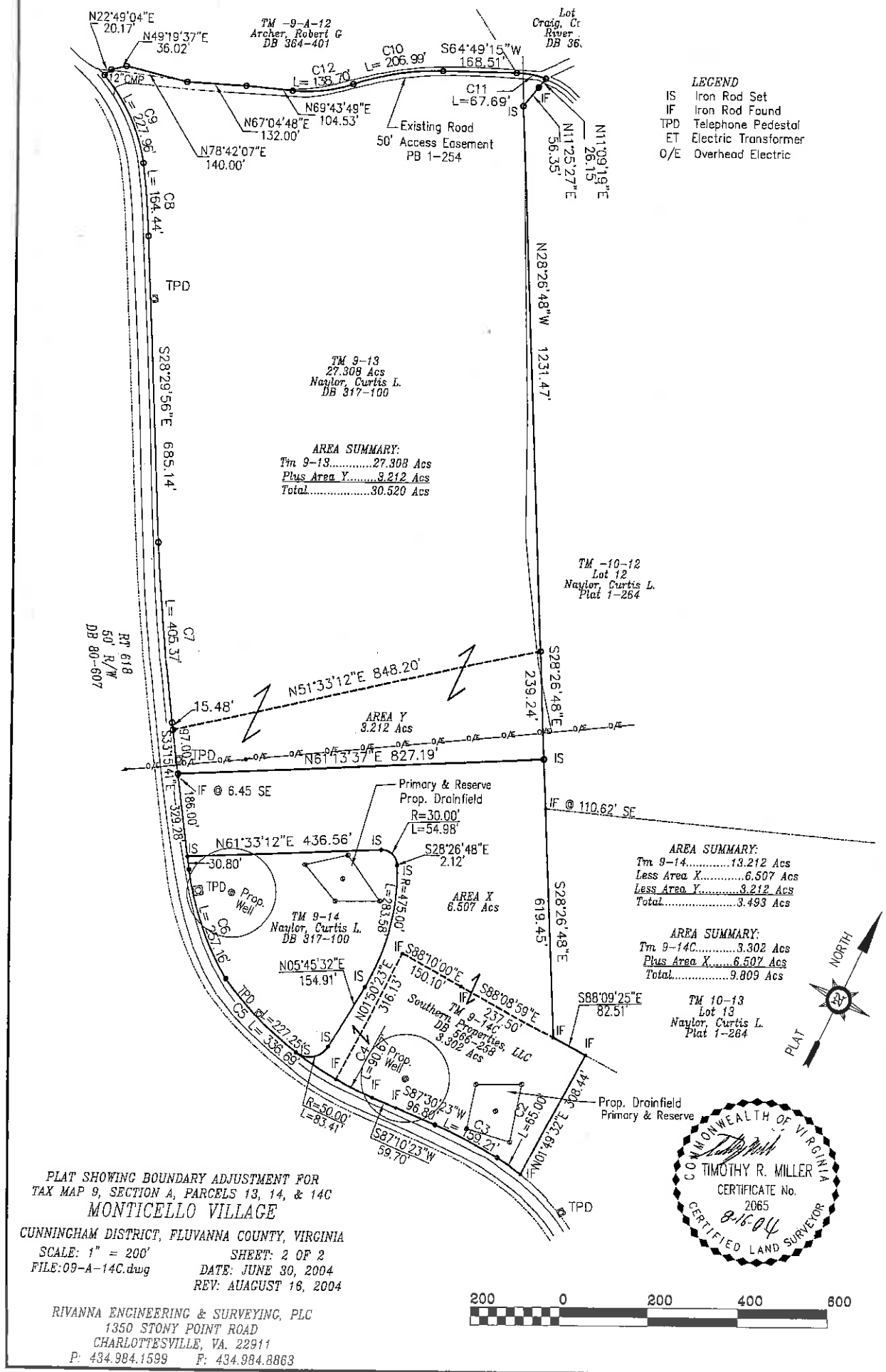
Note: Parcel lines are approximate and for georeference only. This data is not to be used to measure, or calculate quantities.

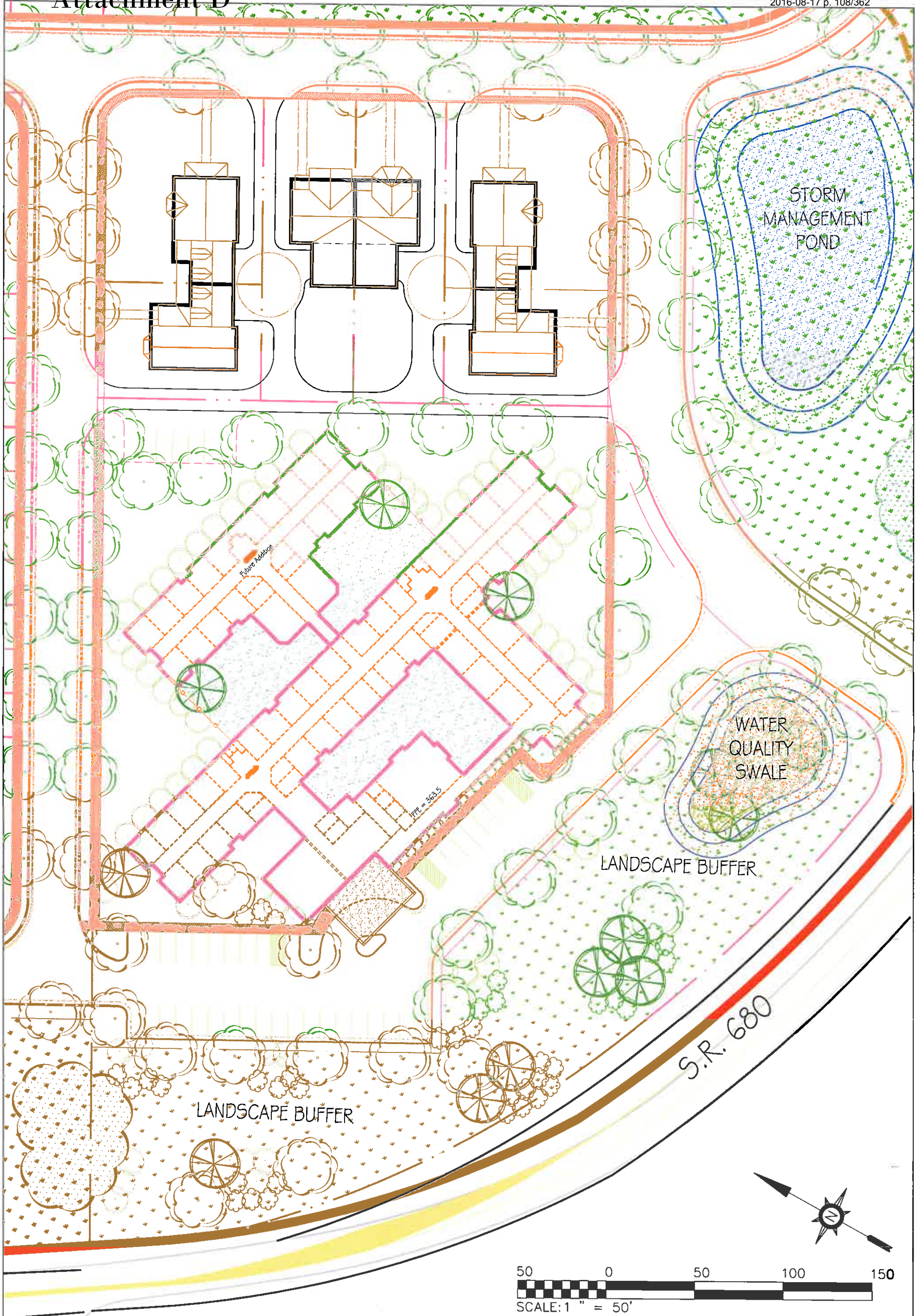
Dept. of Planning & Community Development

Steven Biel, Director  
Andy Sorrell, Senior Planner

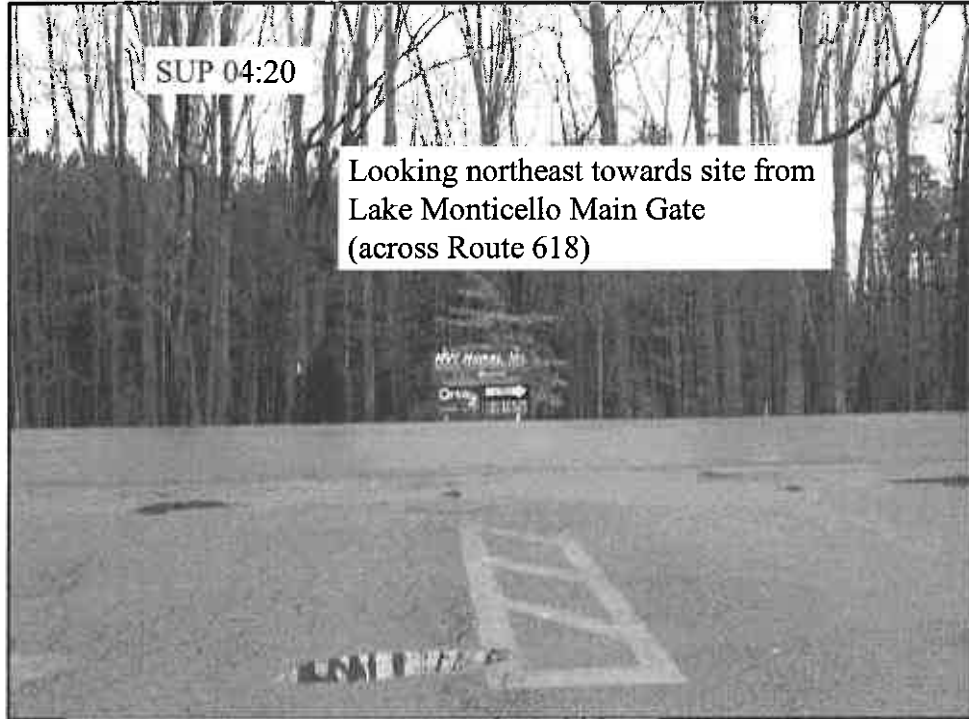


## 2016-08-17 p. 107/362 ATTACHMENT C

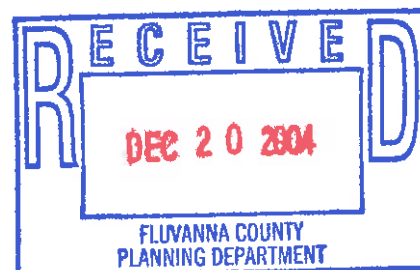




Assisted Living at Monticello Village



December 20, 2004



Mr. Steven Biel  
Director of Planning  
County of Fluvanna  
Department of Planning and Community Development  
P.O. Box 540  
Palmyra, VA 22963

RE: **SUP 04:20**  
**Tax Map 9, Section A Parcel 14**  
**Request for Special Use Permit to allow an**  
**Assisted Living Facility**

Dear Steven:

In regard to the attached Proffer Form, we are proposing the following:

- 1) Southern Development will provide a complete copy (at the time of completion) of the Traffic Impact Analysis of the entire Monticello Village project, currently being performed by Wilbur Smith and Associates. The analysis shall include the projected traffic volume through 2010, including Lake Monticello's projected build out. This analysis focuses on 4 main intersections: route 600 and route 618, route 53 and route 618, Crofton Plaza and the proposed Monticello Village Community, the Main Gate at Lake Monticello and the Assisted Living Facility at Monticello Village.
- 2) Southern Development shall construct improvements at the intersection of the main gate to Lake Monticello and the Monticello Village Assisted Living Facility. All improvements shall be in accordance with the Wilbur Smith Traffic Analysis results and recommendations deemed necessary as a result of the additional traffic volume created by the proposed Monticello Village Community. Improvements will be made at the time of construction of the proposed R-3 Monticello Village Community. In the event the entire Monticello Village Community is not approved by the BOS, Southern Development shall provide a new traffic analysis taking into account only the assisted living facility and Commonwealth Assisted Living, Inc. shall provide improvements in accordance with the recommendations of such study.

# Attachment D

Sincerely,

A handwritten signature in black ink, appearing to read "Frank T. Ballif", with a stylized, cursive script.

Frank T. Ballif  
Manager

cc: Ed Bain  
Richard Brewer  
Rob Duncan  
Kelly Strickland  
Tim Miller



---

**COUNTY OF FLUVANNA**

---

*"Responsive & Responsible Government"**P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 [www.co.fluvanna.va.us](http://www.co.fluvanna.va.us)*

2016-08-17 p. 112/362

Steven Biel

Director of Planning & Community Development  
[sbiel@co.fluvanna.va.us](mailto:sbiel@co.fluvanna.va.us)

January 20, 2005

Mr. Richard Brewer  
Commonwealth Assisted Living  
103 East Water Street, Suite 302  
Charlottesville, VA 22902

**REF: SUP 04:20**

Dear Mr. Brewer:

Please accept this letter as notification of the action taken on January 19, 2005 by the Board of Supervisors in regards to the request referenced above. The request was **approved** with the following seven (7) conditions.

1. Satisfying all requirements of the Virginia Department of Transportation.
2. Satisfying all requirements of the Thomas Jefferson Soil and Water Conservation District.
3. Satisfying all requirements of the Health Department.
4. A site development plan shall be required per Article 23 of the County Zoning Ordinance.
5. Violation of any of the conditions of this permit shall be grounds for revocation of this special use permit.
6. Subject to the proffered conditions dated December 20, 2004.
7. No building permit to be issued until public water and sewer are available.

If I can be of any further assistance, please feel free to contact me.

Sincerely,

Steven Biel  
Planning Director

Copy: Mr. Frank Ballif, Southern Development, 170 South Pantops Drive, Charlottesville, VA  
22911  
File

# Attachment D

January 20, 2005

Mr. Richard Brewer  
Commonwealth Assisted Living  
103 East Water Street, Suite 302  
Charlottesville, VA 22902

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Sincerely,

Steven Biel  
Planning Director

Copy: Mr. Frank Ballif, Southern Development, 170 South Pantops Drive, Charlottesville, VA  
22911  
File



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July 5 2016

Keith Lancaster  
170 South Pantops Drive  
Charlottesville VA

Delivered via email to [klancaster@southern-development.com](mailto:klancaster@southern-development.com)

**Re: SUP 16:07 Sycamore Square Assisted Living Facility**  
**Tax Map: 9, Section A, Parcel 14**

Dear Mr. Lancaster:

The following comments are the result of the Technical Review Committee meeting that was held on Thursday, June 9, 2016.

1. Planning Staff had no comments. This is just an SUP meant to clarify and update language in your application to conform to the updated County Code.
2. Fire Chief wanted to know if sprinklers would be installed in the assisted living facility. Also wanted to know where fire hydrants would be placed so as to provide water main access to fire crews. Chief wants to make absolutely sure sprinklers are installed in facility.
3. Erosion and Sediment Control had no comments.
4. VDOT offers the following preliminary comments:

Rte. 618 (Lake Monticello Road) is a Rural Major Collector with a posted speed limit of 45 mph. VDOT's 2015 Traffic Data shows an estimated Annual Average Daily Traffic Volume of 3100 vehicles.

A 70 unit Adult Retirement Community or Assisted Living Facility is proposed off Rte. 618 inside of the River Oaks/Village Oaks development. The River Oaks/Village Oaks development required left and right turn lanes and these road improvements have already been constructed and will be used to serve the proposed Adult Retirement Community or Assisted Living Facility.

**VDOT does not have any objections to this proposal.**

5. Health Department had no comments.

The Planning Commission will have a meeting to discuss this item at their Wednesday, July 27, 2016 meeting. Your attendance is required at this meeting.

## FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

**Meeting Date:** August 17, 2016

<b>AGENDA TITLE:</b>	SUP 16:06 – Silver Lining Flowers LLC – Murray Buckner				
<b>MOTION(s):</b>	I move that the Board of Supervisors approve/deny/defer SUP 16:06, a request for a special use permit to operate a commercial greenhouse, with respect to 35.26 acres of Tax Map 40, Section 19, Parcel D, [if approved] subject to the nine (9) conditions listed in the staff report.				
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	<b>X</b>				
<b>STAFF CONTACT(S):</b>	Brad Robinson, Planner				
<b>PRESENTER(S):</b>	Brad Robinson, Planner				
<b>RECOMMENDATION:</b>	At its meeting on July 27, 2016, the Planning Commission recommended approval (4-0-1); Mr. Johnson moved to approve and was seconded by Mr. Zimmer. Ayes: Bibb, Johnson, Gaines, Zimmer.				
<b>TIMING:</b>	Immediate decision requested at current meeting.				
<b>DISCUSSION:</b>	Request for a special use permit to operate a commercial greenhouse with respect to 35.26 acres of Tax Map 40, Section 19, Parcel D				
<b>FISCAL IMPACT:</b>	Potential increase in tax revenue, job creation				
<b>POLICY IMPACT:</b>	The Board of Supervisors may: <ul style="list-style-type: none"> <li>• Approve this request, allowing the establishment of a commercial greenhouse, OR;</li> <li>• Deny this request, preventing the establishment of a commercial greenhouse, OR;</li> <li>• Defer this request and make a final decision at a later date.</li> </ul>				
<b>LEGISLATIVE HISTORY:</b>	Review of proposed commercial greenhouses in accordance with Chapter 22, Article 4 of the Fluvanna County Code (Zoning Ordinance: Uses permitted by special use permit only).  Application was received on June 1, 2016  Planning Commission reviewed the request on July 27, 2016				
<b>ENCLOSURES:</b>	Staff report (with accompanying attachments)				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>





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### STAFF REPORT

**To:** Fluvanna County Board of Supervisors  
**Case Number:** SUP 16:06  
**Tax Map:** Tax Map 40, Section 19, Parcel D

**From:** Brad Robinson  
**District:** Fork Union  
**Date:** August 17, 2016

**General Information:**

This request is to be heard by the Board of Supervisors on Wednesday, August 17, 2016 at 7:00 p.m. in the Circuit Court Room in the Courts Building.

**Owner/Applicant:**

Silver Lining Flowers LLC / Murray Buckner

**Representative:**

Murray Buckner

**Requested Action:**

A request for a special use permit to operate a commercial greenhouse, with respect to 35.26 acres of Tax Map 40, Section 19, Parcel D. (Attachment A)

**Location:**

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

**Existing Zoning:**

A-1, Agricultural General

**Existing Land Use:**

Forested with fields

**Planning Area:**

Rural Preservation Planning Area

**Adjacent Land Use:**

Adjacent properties are zoned A-1

**Zoning History:**

None

## **Comprehensive Plan:**

### **Land Use Chapter:**

The Comprehensive Plan designates this property as within the Rural Preservation Planning Area. According to this chapter, *“The rural preservation areas are intended to be the least developed areas of the county. Large parks, agricultural and forestal districts, working farms, and passive open spaces should comprise most of the land use, with very low-density residential development. The open space should be strategically located to preserve viewsheds from roads and existing developments, and to be used by the residents of the planned community. Open spaces in subdivisions should be available to the community, be available for rural uses such as farming, wildlife, and recreation, and minimize or exclude utilities such as wells and septic fields or reserve areas.”*

Additionally, *“large subdivisions in the rural preservation areas should be discouraged. Rural roads, two-story structures, single-family dwellings, home occupations, and country stores are examples of the most intense developments that should generally occur.”*

### **Economic Development:**

Goal B.1: *Work with large landowners to utilize their land for larger-scale agricultural, horticultural, or forestall activities that will economically benefit the county, landowner, and business, and help preserve the rural character of the county.*

Goal B.3: *Support the development of local economies, locally owned businesses, and entrepreneurial opportunities, particularly those that are of a rural character and will require little provision of infrastructure.*

## **Analysis:**

This is a special use permit application to construct and operate a commercial greenhouse which is permitted in the A-1 District subject to a special use permit. The applicant proposes a series of greenhouse structures within a 5 acre area of the parcel, which is delineated in his sketch plan submission. The proposed location of the greenhouses is within a wooded and fielded area downslope from residential properties. The proposed commercial greenhouse use appears to be compatible with Rural Preservation guidelines as a less-intensive agricultural/horticultural-style use.

The proposed greenhouses will be 30’-40’ wide and 96’ long, with a height of between 14’-18’. The applicant also plans to construct an office, 20’x20’, and a cold storage area attached to the office (also 20’x20’). All would be contained within a 5 acre area of the 35 acre parcel. The applicant proposes to screen the site with a variety of plants (see Attachment A).

The site will have around 10 employees if business goes well. The applicant has offered to take care of the maintenance of the private road due to increased vehicular traffic.

The applicant also proposes to have a Hydrangea Festival once per year (any more than 199 attendees would require a Special Use Permit for an outdoor gathering). The applicant originally

also wanted to use the site as a wedding venue, but requested to remove that activity from further consideration prior to the Planning Commission meeting on July 27, 2016.

The property is accessible via a private 50' right-of-way, the maintenance of which is listed in a Road Maintenance Agreement (Attachment C). While the proposed use is allowed to contribute up 50 vehicles per day (per VDOT's TRC comments), the Hydrangea Festival may exert more pressure depending on attendance.

Based on conversations with the County Attorney, to the extent that the Planning Commission/Board of Supervisors think that the commercial/industrial traffic to be imposed on the entrance road by the use poses an unfair burden on the other owners, but that the use is otherwise approvable, they can impose an additional maintenance burden on the road as a condition of the permit. They have a right to impose conditions that they find necessary, and, unlike the situation with a proffered rezoning, the applicant's agreement is not necessary.

When evaluating proposed uses for a special use permit, in addition to analyzing the potential adverse impacts of the use, staff utilizes two (2) general guidelines for evaluation as set forth in the zoning ordinance.

**First, the proposed use should not tend to change the character and established pattern of the area or community.**

The proposed use is of an agricultural nature and will not change the character nor the established pattern of the area or community, as there are farms and other less-intensive agricultural uses in the area. It should not be an emitter of loud noises or noxious pollutants.

**Second, the proposed use should be compatible with the uses permitted by-right in that zoning district and shall not adversely affect the use/or value of neighboring property.**

The proposed use is compatible with A-1 zoning uses. Commercial greenhouses are allowed by SUP in the A-1 district. By-right uses that are similar, in operation or size of structures, to this application may include home occupations, equestrian facilities, farm sales, non-commercial greenhouses, and accessory dwellings.

Sec. 22-1-2 of the zoning ordinance states that the purpose of the zoning ordinance is "*to protect against over-crowding of land*". Furthermore, the zoning ordinance states its purpose is to "*facilitate the creation of a convenient, attractive and harmonious community*" requiring the upkeep of the property, free from debris. Additionally, the zoning ordinance states its purpose as "*encouraging economic development activities*". The applicants may provide a service to the community by employing several people and providing their clients with services they would otherwise have to travel a further distance to acquire.

### **Neighborhood Meeting:**

There were zero (0) attendees for this item at the June 8, 2016 neighborhood meeting.

### **Technical Review Committee:**

The following comments were made at the June 9, 2016 Technical Review Committee meeting:

1. Planning staff wanted to know the hours of operation and how many deliveries/pickups the applicant thinks will occur on a daily basis. Applicant replied that their hours of operation will be 7am-5pm Monday-Sunday, and that deliveries and pickups will occur 7am-5pm Monday-Friday. Applicant also stated that screening would be applied to block view of site from road.
2. Fire Chief wanted to know if large amounts of fertilizer or other hazardous materials would be stored on site. Applicant stated that regular amounts of fertilizer would be on site, and Fire Chief was satisfied with explanation.
3. Erosion and Sediment Control had no comments.
4. VDOT: Rte. 640 (Haden Martin Road) is a Rural Major Collector with a posted speed limit of 45 mph. VDOT's 2015 Traffic Data shows an estimated Annual Average Daily Traffic Volume of 1100 vehicles.

The existing entrance serving TMP 40-19-D is Carlton Court. The existing gravel entrance for Carlton Court will qualify as a Low Volume Commercial Entrance standards (50 vehicles per day or less). The sight triangles are presently cleared, mowed, well maintained and there is approximately 500 ft. of Intersection Sight Distance in both directions.

VDOT understands that the proposed business is a wholesale operation and that there will be no large delivery trucks using the entrance, only vans picking up and delivering their product off site. The business plan is to start slow and phase in growth of the business. Hours of operation are Summer 7 a.m. to 5 p.m. and Winter 8 a.m. to 4 or 5 p.m. VDOT does not have any objections or concerns at this time. Should the business grow to where over 50 vehicle trips per day (25 In and 25 Out) are being generated VDOT may need to re-evaluate and require an upgrade of the entrance sometime in the future.

5. Health Department had no comments.

The full list of Technical Review Committee comments is attached to this staff report. (Attachment D)

### **Planning Commission:**

The Planning Commission discussed this SUP request at their July 27, 2016 meeting, and voted 4-0-1 to recommend approval. Mr. Johnson moved to approve, and Mr. Zimmer seconded. One citizen spoke during the public hearing to express minor concerns about the type and frequency of traffic expected to the property for deliveries and festivals. The applicant responded that

deliveries would occur between once or twice a week and that small vans were adequate to hold up to 1,000 plants and no large trucks would be involved.

### **Conclusion:**

The Board of Supervisors should consider any potential adverse impacts, such as potential visual impacts to adjacent properties, and traffic concerns.

### **Recommended Conditions**

If approved, Staff recommends the following conditions with an added condition in italics:

1. Prior to development of the site, a site development plan that meets the requirements of the Fluvanna County Zoning Ordinance, must be submitted for review and approval.
2. The site must meet all Virginia Department of Transportation requirements.
3. Hours of operation shall be 7am-5pm Monday-Sunday, and deliveries and pickups will occur 7am-5pm Monday-Friday.
4. The property shall be maintained in a neat and orderly manner so that the visual appearance from the road and adjacent properties is acceptable to County officials.
5. All outdoor storage of materials shall be screened from the view of public roads, rights-of-way, and adjacent properties as required by Sec. 22-24-7 3. iii of the Zoning Ordinance.
6. The Board of Supervisors, or its representative, reserves the right to inspect the business for compliance with these conditions at any time
7. Under Sec. 22-17-4 F (2) of the Fluvanna County Code, the Board of Supervisors has the authority to revoke a Special Use Permit if the property owner has substantially breached the conditions of the Special Use Permit.
8. For so long as the use permitted by this special use permit shall remain in effect, the owner of such use shall be solely responsible for maintenance of the private road serving the subject property.
9. *A hydrangea festival shall be permitted on the property once per year meeting the provisions of the Zoning Ordinance.*

### **Condition Analysis**

The applicant stated in their application that *“there will be some increased traffic by workers. We have volunteered to take over maintenance of private road.”*

As stated earlier in this report, should the commercial/industrial traffic be determined to pose an unfair burden on the other owners, an additional maintenance burden on the road can be imposed as a condition of the permit. The Board of Supervisors has a right to impose conditions it finds necessary, and, unlike the situation with a proffered rezoning, the applicant's agreement is not necessary.

The applicant has informed staff that while they are willing to maintain the road voluntarily, they do not wish to be responsible for repairing or rebuilding the road if a natural disaster, Act of God or other such event were to occur. They are willing to maintain the road but not rebuild it. Condition 8 of the *Recommended Conditions Section* of this staff report should be considered in light of this information.

**Suggested Motion:**

I move that the Board of Supervisors approve/deny/defer SUP 16:06, a request for a special use permit to operate a commercial greenhouse, with respect to 35.26 acres of Tax Map 40, Section 19, Parcel D, [if approved] subject to the nine (9) conditions listed in the staff report.

**Attachments:**

- A – Application, APO Letter, Plat and screening plants
- B – Zoning Map and Aerial Map
- C – Road Maintenance Agreement
- D – TRC Comment Letter

Cc: Murray Buckner at [silverliningflowers@gmail.com](mailto:silverliningflowers@gmail.com)  
File

# Attachment A

2016-08-17 p. 123/362

Received



## COMMONWEALTH OF VIRGINIA COUNTY OF FLUVANNA

JUN 01 2016

### Application for Special Use Permit (SUP)

Planning Dept.

Owner of Record: CONSTANCE A HELLINGER

Applicant of Record: MURRAY BUCKNER/RANDY LANFORD  
SILVER LINING FLOWERS, LLC

E911 Address: 40 19D (1841 RURITAN LAKE RD)  
SCOTTSVILLE, VA 24590

E911 Address: 10164 JAMES MADISON HWY PALMYRA, VA 2296

Phone: 434-589-2980 Fax: \_\_\_\_\_

Phone: 434-242-3136 Fax: ---

Email: NONE

Email: SILVERLININGFLOWERS@GMAIL.COM

Representative: SAME AS APPLICANT

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

E911 Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Is property in Agricultural Forestal District? ☒ No ☐ Yes

Email: \_\_\_\_\_

If Yes, what district: \_\_\_\_\_

Tax Map and Parcel(s): 40 19D

Deed Book Reference: \_\_\_\_\_

Acreage: 35.261 Zoning: A1

Deed Restrictions? ☒ No ☐ Yes (Attach copy)

Request for a SUP in order to: COMMERCIAL GREENHOUSES Proposed use of Property: CUT FLOWERS

\*Two copies of a plan must be submitted, showing size and location of the lot, dimensions and location of the proposed building, structure or proposed use, and the dimensions and location of the existing structures on the lot.

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the board of Supervisors during the normal discharge of their duties in regard to this request and acknowledges that county employees will make regular inspections of the site.

Date: 6/1/16 Signature of Owner/Applicant: Murray D. N

Subscribed and sworn to before me this 1st day of June, 20 16

Notary Public: Kelly Belanger Harris

Register # 7587854

My commission expires: 8/31/2018

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

Zoning Administrator: James R. R



All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.

OFFICE USE ONLY			
Date Received: <u>6/1/16</u>	Pre-Application Meeting: _____	PH Sign Deposit Received: <u>1/10/16</u>	Application #: SUP <u>16</u> : <u>006</u>
\$800.00 fee plus mailing costs paid: <u>✓ #1020</u>		Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified Mail	
Amendment of Condition: \$400.00 fee plus mailing costs paid: _____			
Telecommunications Tower \$1,500.00 fee plus mailing costs paid: _____		\$5,500 w/Consultant Review paid: _____	
Election District: <u>Fourth Urban</u>		Planning Area: <u>Rural Preservation</u>	
Public Hearings			
Planning Commission		Board of Supervisors	
Advertisement Dates: <u>July 1st (July 14th &amp; 22nd)</u>		Advertisement Dates: <u>July 25th (Aug 4th &amp; 11th)</u>	
APO Notification: <u>July 1st</u>		APO Notification: <u>Aug 1st</u>	
Date of Hearing: <u>July 27th</u>		Date of Hearing: <u>Aug 17th</u>	
Decision: _____		Decision: _____	

Fluvanna County Department of Planning & Community Development \* Box 540 \* Palmyra, VA 22963 \* (434)591-1910 \* Fax (434)591-1911

This form is available on the Fluvanna County website: [www.fluvannacounty.org](http://www.fluvannacounty.org)

# Attachment A

May 31, 2016

TO: County of Fluvanna

FROM: Constance A Hellinger, Exec. Carlton C Young Estate

RE: Special Use Permit Application (TM 40 19 D)  
Carlton C Young Estate, Constance A Hellinger Exec  
Plat 2-214, Ac 35.261, "Carlton Place"

Signature below indicates authorization to Fluvanna County designating the applicant, Silver Lining Flowers, LLC (Murray Buckner & Randolph Lanford, MD) as the authorized agent for all matters concerning the request that shall be filed with the Special Use Permit application for the above referenced property.

Constance A. Hellinger, Exec.  
Carlton C Young Estate, by Constance A Hellinger, Exec.

6/1/16  
Date

Received

JUN 01 2016

Planning Dept.

**Attachment A**

Page 3 of 5

Describe briefly the **improvements** proposed. State whether new buildings are to be constructed, existing buildings are to be used, or additions made to existing buildings.

NEW GREENHOUSES ARE TO BE CONSTRUCTED. THEIR SIZE WILL BE 30'-40' WIDE X 96' LONG X 14'-18' HIGH. A SMALL OFFICE 20' X 20' AND COLD STORAGE AREA ATTACHED TO OFFICE. COLD STORAGE WOULD BE APPROXIMATELY 20' X 20'. THESE WOULD ALL BE CONTAINED IN A 5 ACRE AREA.

**NECESSITY OF USE:** Describe the reason for the requested change.

1. WE GROW CUT FLOWERS. THE GREENHOUSES ARE NECESSARY TO FORCE THE PLANTS TO FLOWER EARLIER + LATER EXTENDING THE SEASON TO MEET THE DEMAND OF SPRING + LATE FALL EVENTS.
2. WE WOULD LIKE TO HAVE A HYDRANGEA FESTIVAL (UP TO 199 PEOPLE)
3. ALSO MAY USE SPACE FOR WEDDINGS (UNDER 199 PEOPLE)

**PROTECTION OF ADJOINING PROPERTY:** Describe the effects of the proposed use on adjacent property and the surrounding neighborhood. What protection will be offered adjoining property owners?

THERE WILL BE SOME INCREASED TRAFFIC BY WORKERS. WE HAVE VOLUNTEERED TO TAKE OVER MAINTENANCE OF PRIVATE ROAD. THE GREENHOUSES MAY BE SEEN BY NEIGHBORS. WE ARE GOING TO SCREEN THEM FROM VIEW.

**ENHANCEMENT OF COUNTY:** Why does the applicant believe that this requested change would be advantageous to the County of Fluvanna? (Please substantiate with facts.)

WE WILL EMPLOY PEOPLE TO CONSTRUCT THE GREENHOUSES AND GROW + CUT THE FLOWERS. THIS EMPLOYMENT AND TAXES WILL BENEFIT THE COUNTY. WE WILL ALSO BE A SOURCE FOR LOCAL PLANTS + FLOWERS. WE ARE A GREEN INDUSTRY USING BEST PRACTICES FOR WATER CONSERVATION + MINIMAL OR NO PESTICIDES.

**PLAN:** Furnish plot plan showing boundaries and dimensions of property, width of abutting right-of-ways, location and size of buildings on the site, roadways, walks, off-street parking and loading space, landscaping, etc. Architect's sketches showing elevations of proposed buildings and complete plans are desirable and may be required with the application. Remarks:

SEE PLANS

Received

JUN 01 2016

Planning Dept.

## Attachment A

Page 4 of 5  
COMMONWEALTH OF VIRGINIA  
County of Fluvanna  
**Special Use Permit Checklist**

The following information shall be submitted with the application and is to be provided by the applicant for the processing of the application:

Completed Special Use Permit signed by the current owner(s) or lessee or written confirmation from the current owner or lessee granting the right to submit the application. ✓  
Site Plan for any expansion or new construction (18 folded copies preferred). Include: ✓  
Plot plan or survey plat at an appropriate scale ✓  
Location and dimension of existing conditions and proposed development ✓  
Commercial and Industrial Development: parking, loading, signs, lighting, buffers and screening ✓  
Copy of the Tax Map showing the site (preferred) ✓  
Copy of General Location Map (preferred) ✓  
Supporting photographs are not required, but suggested for evidence. ✓

**STAFF USE ONLY**

All maps and plans submitted are to be either 8.5"x 11" or 11"x 17". One original of any size may be to staff for use at the public hearing.

**Review of the Application**

Preliminary review by planning staff for completeness and content. ✓  
Copies of application: office, agencies and county attorney. ✓  
Technical Review Committee review and comment ✓  
Determine all adjacent property owners. ✓  
Placed as a Public Hearing on the next available agenda of the Planning Commission. ✓  
Notification of the scheduled Public Hearing to the following: ✓  
\_\_\_ Applicant ✓  
\_\_\_ All adjacent property owners ✓  
\_\_\_ Local Newspaper advertisement ✓  
Staff Report to include, but not be limited to:  
\_\_\_ General information regarding the application ✓  
\_\_\_ Any information concerning utilities or transportation ✓  
\_\_\_ Consistency with good planning practices ✓  
\_\_\_ Consistency with the comprehensive plan ✓  
\_\_\_ Consistency with adjacent land uses ✓  
\_\_\_ Any detriments to the health, safety and welfare of the community. ✓

**STAFF USE ONLY**

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JUN 01 2016

Planning Dept.

## **Meetings for the processing of the application**

Applicant or a representative must appear at the scheduled hearing. The Planning Commission may recommend to the Board of Supervisors: approval; approval subject to submittal or correction; or denial of the special use permit. Notification to the applicant regarding the Planning Commission's decision.

Placed as a Public Hearing on the next available agenda of the Board of Supervisors.

Staff Report and Planning Commission recommendation forwarded to the Board.

Notification of the scheduled Public Hearing to the following:

- ☐ Applicant
- ☐ All adjacent property owners
- ☐ Local Newspaper advertisement

Applicant or a representative must appear at the scheduling hearing. After considering all relevant information from the applicant and the public, the Board will deliberate on points addressed in the Staff Report.

The Board may approve; deny; or defer the request pending further consideration; or remand the case back to the Planning Commission for further consideration.

## **Actions**

With approval, the development may proceed.

If denied, an appeal to the Courts may be prescribed by law

No similar request for a special use permit for the same use at the same site may be made within one year after the denial.

The Special Use Permit Application fee is made payable to the **County of Fluvanna**.

Fluvanna County Department of Planning & Community Development Box 540 Palmyra, VA 22963 434-591-1910 Fax - 434-591-1911  
This form is available on the Fluvanna County website: [www.fluvannacounty.org](http://www.fluvannacounty.org)

Received

JUN 01 2016

Planning Dept.

Attachment A

# Public Hearing Processing Checklist


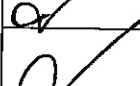
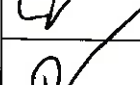
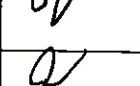
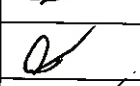

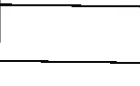
(Rezoning, Special Use Permits, Variances, and Text Amendments)

Planning & Zoning Department

Initials	Responsible	Action
		<b>BEFORE PC PUBLIC HEARING</b>
	Applicant	The applicant will contact the Planning Dept., discuss ideas with the Planner, and schedule a pre-application meeting if required.
	Staff	Date of pre-application meeting. _____ *Ideally, at least two (2) planning staff members will meet with the applicant to discuss his or her proposals, and advise them on the application process.
	Applicant	Applicant files the application on the 1 <sup>st</sup> working day of the month by 5 p.m.
DL	Program Asst	Review application for completeness and process all fees.
DL	Program Asst	Enter project information into the DID
DL	Program Asst	Schedule public hearing advertisement dates.
DL	Program Asst	Schedule Adjoining Property Owner (APO) notification dates.
DL	Program Asst	Schedule Planning Commission public hearing meeting dates.
DL	Program Asst	Schedule date to post Planning Commission public notice sign two (2) weeks meeting.
DL	Program Asst	Schedule Board of Supervisors public hearing meeting dates.
DL	Program Asst	Schedule date to post BOS public notice sign two (2) weeks prior to meeting.
DL	Planner	Review the DID for accuracy of all the scheduled dates.
DL	Staff	Notify adjacent property owners of the subject property.
DL	Staff	Schedule neighborhood meeting on 2 <sup>nd</sup> Wednesday of the month at 4:30 p.m. in the Morris Room.
DL	Staff	Schedule Technical Review Committee meeting on the 2 <sup>nd</sup> Thursday of the month at 10 a.m. in the Historic Courthouse.
DL	Program Asst	Reserve Historic Courthouse and Morris Room (or alternate location, if needed).
DL	Staff	Compile all comments from the TRC meeting.
DL	Staff	Notify applicant in writing about TRC comments.
DL	Applicant	File revised plan based on TRC comments NLT last Friday of the month by 5 p.m.
DL	Planner	Prepare legal ad and email to Senior Program Assistant.
DL	Program Asst	Email legal ad to Fluvanna Review NLT noon on the Wednesday three (3) weeks before the public hearing is scheduled.

# Attachment A

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Initials	Responsible	Action
	Program Asst	Receive ad "proof" from Fluvanna Review and email proof to Planner for review.
	Planner	Planner approves proof.
	Program Asst	Notify newspaper to publish ad for two (2) consecutive weeks prior to the public hearing meeting date. (Save in ad proof folder for future reference.)
	Code Enforce. Officer	Place public notice signs on subject property two (2) weeks prior to all public hearing dates.
	Planner	Verify sign posting with a site visit and photographs.
	Program Asst	Mail APO letters two (2) week prior to Planning Comm. public hearing.
	Staff	Planning Commission public hearing scheduled for fourth (4 <sup>th</sup> ) Wednesday of the following month.
		<b>BEFORE BOS PUBLIC HEARING</b>
	Staff	Schedule BOS public hearing for third (3 <sup>rd</sup> ) Wednesday of the following month.
	Program Asst	Mail APO letters two (2) week prior to BOS public hearing.
		<b>AFTER BOS PUBLIC HEARING</b>
	Program Asst	Return \$90.00 sign deposit fee to applicant.



COMMONWEALTH OF VIRGINIA  
**COUNTY OF FLUVANNA**  
**Public Hearing Sign Deposit**

Received

JUN 01 2016

Planning Dept.

Name: MURRAY BUCKNER

Address: 3330 ROSEDELL LN

City: CHARLOTTESVILLE

State: VIRGINIA Zip Code: 22903

I hereby certify that the sign issued to me is my responsibility while in my possession.  
 Incidents which cause damage, theft, or destruction of these signs will cause a partial or full  
 forfeiture of this deposit.

Murray O. Buckner  
 Applicant Signature

5/31/2016  
 Date

\*Number of signs depends on number of roadways property adjoins.

## OFFICE USE ONLY

Application #: BZA _____ : CPA _____ : SUP <u>16</u> : <u>066</u> ZMP _____ : ZTA _____ :	
\$90 deposit paid per sign*: <u>✓ # 1021</u>	Approximate date to be returned: <u>08/18/16</u>



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**COUNTY OF FLUVANNA**

---

*"Responsive & Responsible Government"**P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 [www.fluvannacounty.org](http://www.fluvannacounty.org)***MEMORANDUM**

TO: Area Property Owners and Residents  
FROM: Jason Stewart, AICP, Planning Director  
DATE: June 1, 2016  
SUBJECT: Neighborhood Meeting --June 8, 2016 -- 4:30 p.m.

The following meetings have been scheduled to consider this request:

**SUP 16:06-- Silver Lining Flowers LLC-** A request for a special use permit to operate a commercial greenhouse, with respect to 35.26 acres of Tax Map 40, Section 19, Parcel D. The property is located south of Haden Martin Road (State Route 640), approximately one mile north-east of the intersection of Haden Martin Road and Forest Glen Lane. The parcel is within a Rural Preservation Planning Area and the Fork Union Election District.

**Neighborhood Meeting:** The Neighborhood Meeting is scheduled for Wednesday, June 8, 2016 beginning at 4:30 p.m. at the County Administrative Building's Morris Room (former Board Room) -- Main Level. This is an informal meeting that will give the applicant the opportunity to present his/her plan, and residents the opportunity to ask questions and express their views regarding the application prior to the Planning Commission and Board of Supervisors public hearings.

**Technical Review Committee:** This Committee Meeting is scheduled for Thursday, June 9, 2016 from 10:00 a.m. -- 12:00 p.m. at the Historic Courthouse).

**Fluvanna County Planning Commission Public Hearing:** The Planning Commission's Public Hearing is scheduled for Wednesday, July 27, 2016, at 7:00 p.m. in the Circuit Court Room -- Main Level of the Fluvanna County Courts Building. The Planning Commission will hold a public hearing, where there will be an opportunity for public comment, and forward a recommendation to the Board of Supervisors. A separate notice will be sent to adjacent property owners.

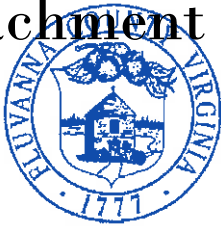
**Fluvanna County Board of Supervisors Public Hearing:** The Fluvanna County Board of Supervisors' Public Hearing is scheduled for Wednesday, August 17, 2016, at 7:00 p.m. in the Circuit Court Room -- Main Level of the Fluvanna County Courts Building. The Board of Supervisors will hold a public hearing, where there will be an opportunity for public comment. A separate notice will be sent to adjacent property owners.

If you have further questions or need additional information, please contact the Fluvanna County Planning & Community Development Department at (434) 591-1910.

**The above is a projected timeline for meetings. Meeting dates may be subject to change. Please contact the Planning Dept. to confirm the meeting dates above.**

**YOUR NEIGHBORS MAY NOT HAVE RECEIVED THIS MAILING.**  
**PLEASE SHARE THIS INFORMATION.**

# Attachment A



## COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

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

June 3, 2016

Murray Buckner

10164 James Madison Highway

Palmyra VA, 22963

Delivered via email to [silverliningflowers@gmail.com](mailto:silverliningflowers@gmail.com)

Mr. Murray,

The presence of either yourself or a duly-appointed (in writing) agent as regards your Special Use Permit, is **required** for the **Neighborhood Meeting** to be held at **4:30pm, Wednesday June 8, 2016** in the **Morris Room** of the Fluvanna County VA, Administrative Building. The purpose of this meeting is for you or the agent to answer any questions adjacent property owners may have about your project.

Also, the presence of either yourself or a duly-appointed (in writing) agent as regards your Special Use Permit, is **required** for the **Technical Review Committee** to be held at **10am, Thursday June 9, 2016** in the **Historic Courthouse** of the in Palmyra, Fluvanna County VA. The purpose of this meeting is for you or the agent to answer any questions the Committee members may have about your project.

If you have any questions or comments, please email me at [jnewman@fluvannacounty.org](mailto:jnewman@fluvannacounty.org), or call me at 434 591 1910. Thank you.

Sincerely,

James Newman

Planner

Dept. Planning and Community Development

Copy: File



Received

JUN 01 2016

Planning Dept.

# Attachment A---Potential plants to be used as screening



*Hydrangea paniculata* 'Limelight'



*Arborvitae* 'Green Giant'



*Cotinus coggygria* 'Golden Spirit'



*Cotinus* x 'Grace'

# Attachment A---Potential plants to use as screening

2016-08-17 p. 135/362



*Osmanthus 'goshiki'*



*Physocarpus opulifolius 'Center Glow'*



*Ilex 'Oak Leaf'*



*Cedrus deodara*

Received

JUN 01 2016

Planning Dept.

Planning Dept.

JUN 01 2016

Received





# Attachment A



# Attachment A

THE PLATTING AND SUBDIVISION OF  
TM 40 PARCEL 66 LOCATED IN THE  
FORK UNION MAGISTERIAL DISTRICT  
AND RECORDED IN WB 41 ON PAGE  
798 CONTAINING 100.798 ACRES AND  
DESIGNATED CARLTON PLACE IS WITH  
THE FREE CONSENT OF AND IN  
ACCORDANCE WITH THE DESIRE OF  
THE UNDERSIGNED OWNER. THE  
STREET SHOWN ON THIS PLAT IS A  
PRIVATE ROAD NOT OFFERED FOR  
DEDICATION TO PUBLIC USE.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF FLUVANNA CO., VA REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY HAVE BEEN COMPLIED WITH.

THE SUBDIVISION SHOWN HEREON HAS BEEN REVIEWED AND APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING REGULATIONS, AND MAY BE COMMITTED TO RECORD.

Dir of Planning & Development

OWNER/DEVELOPER:  
CARLTON C. YOUNG ESTATE  
C/O CONSTANCE HELLINGER  
1841 RURITAN LAKE ROAD  
SCOTTSVILLE, VA 24590  
589-2980

ZONED: A-1

This subdivision is approved for individual on site sewage systems in accordance with the provisions of CODE OF VIRGINIA and the SEWAGE HANDLING and DISPOSAL REGULATIONS (12 VAC 5-610-10 et seq., "REGULATIONS"), (and local ordinances if the locality has authorized the local health department to accept private evaluations for compliance with local ordinances)

This subdivision was submitted to the health department for review pursuant to sec. 32.1-163.5 of the CODE OF VIRGINIA which requires the health department to accept private soil evaluations and designs. An Authorized Onsite Soil Evaluator (AOSE) or a Professional Engineer working in consultation with an (for residential development. The Department is not required to perform a field check of such evaluation. This subdivision was certified as being in compliance with the Board of Health's regulations by:

\_\_A0SE#

This subdivision approval is issued in reliance upon that certification. Pursuant to sec. 360 of the REGULATIONS this approval is not an assurance that the Sewage Disposal System Construction Permits will be issued for any lot in the subdivision UNLESS that lot is specifically identified as having an approved site for an onsite sewage disposal system, and unless all conditions and circumstances are present at the time application for a permit are present at the time for approval. This subdivision may contain lots that do not have approved sites for onsite sewage systems.

This subdivision approval is issued in reliance upon the certification that approved lots are suitable for "Traditional and/or Alternative Engineered Systems", however, actual system designs may be different at the time construction permits are issued.

HEALTH DEPARTMENT	DATE
-------------------	------

\* NOTES:

NEW WORK NOT ON ORIGINAL PLAT IN RED  
USED ONLY FOR GRAPHIC PURPOSES

PLANTED SCREEN 0000000000

EXISTING WOODS 

PROPOSED GREENHOUSE AREA

GREENHOUSES TYP SIZE:

30'-40' WIDE X 96' LONG X 14'-18' HIGH

TAX MAP 40 19D

Neither the County of Fluvanna nor the Virginia Dept. of Transportation is responsible for the maintenance of the private road (Carlton Court).

USE OF THE HIGHWAY ENTRANCE BY  
6 LOTS IS BY ACTION OF THE  
FLUVANNA COUNTY BOARD OF  
SUPERVISORS DATED 8-3-2005.

**LEGEND**  
IS Iron Rod Set  
IF Iron Rod Found  
PF Iron Pipe Found  
TPD Telephone Pedestal  
----- Building setback line

DETAIL OF PRIVATE STREET  
COMMERCIAL ENTRANCE

Edge of Pavement Property Line

R=25' R=25' R=35'

N.T.S.

**Notes:**

1. 6" of 21-A aggregate
2. 2" SM-2 asphalt from edge of pavement to property line recommended to 40'

Lots A through E may access Haden Martin Road by way of Carlton Court.  
Parcel 52 is to use the deeded easement or other means to access the entrance to Carlton Court.

A deed in Deed Book 53, Page 130 reserves an easement for ingress and egress to and from Parcel 52 along this property line.

TM 29-52  
PAYNE, EUGENE &  
FRANCES  
D. B. 53-130

IS @ 15.00'  
ON EACH SIDE  
OF BRANCH

TM 40-42  
JONES, JOHN D. ET ALS  
B 24-600

COURSES ALONG BRANCH  
WITH TM 29-52

COURSE	BEARING	DISTANCE
1	N81°25'42"W	9.46'
2	N08°00'53"E	16.22'
3	N74°46'52"W	21.04'
4	S32°05'00"W	13.05'
5	N52°56'18"W	26.33'
6	N31°01'48"E	25.00'
7	S68°11'38"W	52.24'
8	N61°20'09"W	20.96'
9	N51°08'33"W	44.24'
10	N62°05'08"W	16.60'
11	N17°47'09"E	16.30'
12	N56°42'39"W	19.93'
13	N89°16'28"W	19.24'
14A	N14°35'17"W	4.14'
14B	N14°35'17"W	27.68'
15	N43°07'04"W	26.10'
16	N60°36'44"W	36.35'
17	S46°59'09"W	28.83'
18	N54°40'15"W	31.64'
19	N03°45'47"E	15.22'
20	N44°47'56"W	32.53'
21	N66°04'11"W	31.17'
22	N69°32'11"W	29.73'
23	S79°13'00"W	51.39'
24	N49°28'26"W	35.17'
25	N43°49'43"W	24.57'
26	N47°50'58"E	175.58'

NOTES:

1. The boundary survey shown is based on a current field survey.
2. This Plat has been prepared without benefit of a title report and does not therefore necessarily indicate all encumbrances on the property.
3. Existing driveway to be abandoned. Lot A to use Carlton Ct. to access Route 640.

NO.	RAD	TAN	ARC	DELTA	CHORD	CH.BEARING
1	175.00'	51.99'	101.08'	33°05'41"	99.69'	S08°22'40"W

A horizontal graphic scale bar with a black and white checkerboard pattern on the left and a solid black bar on the right. Above the bar, the distances 400', 0, 400', and 800' are marked.

### GRAPHIC SCALE

**FEET**

SCALE: 1" = 400'

**PLAT SHOWING SUBDIVISION OF  
TAX MAP 40 PARCEL 66**

*CARLTON PLACE*

**FORK UNION DISTRICT, FLUVANNA COUNTY, VIRGINIA**

SCALE: 1" = 300' DATE: OCTOBER 15, 2004

400066.dwg  
LUM'S LAND SURVEYS, INC.

P.O. BOX 154, PALMYRA, VA. 22963-0154

PHONE: (434) 589-8395

# Attachment B

2016-08-17 p. 139/362





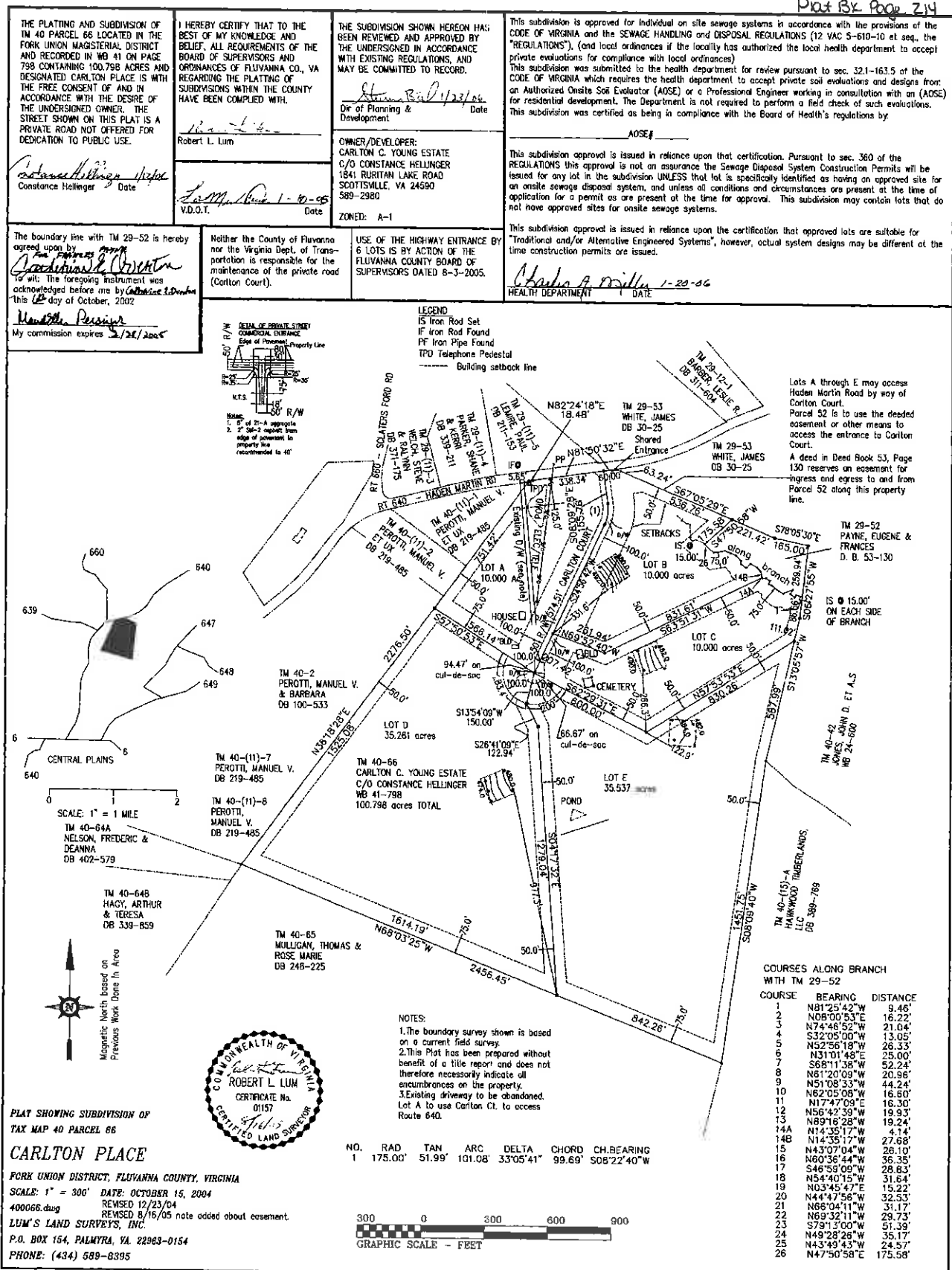
Parcel 40 19 D and all surrounding parcels are zoned A-1, Agricultural General



## Attachment B



# Attachment C



§72 21

# Attachment C

Tax Map: 40-A-66

## ROAD MAINTENANCE AGREEMENT and DECLARATION

THIS DECLARATION, made this 1<sup>st</sup> day of December, 2005, by

CONSTANCE HELLINGER, EXECUTRIX of the ESTATE OF CARLTON YOUNG,  
herein referred to as "Declarant," whose address is 2378 Haden Martin Road, Palmyra,  
Va 22963.

### WITNESSETH:

**WHEREAS**, the Declarant is the executrix of the Estate of Carlton Young, record owner of a certain tract or parcel of land situated in the Fork Union Magisterial District of Fluvanna County, Virginia, being more particularly described as comprising five lots; being the property conveyed to Carlton Young, by deed of Richard C. Lucas and Lisa A. Lucas dated October 4, 1991 and recorded in the Office of the Clerk of the Circuit Court of Fluvanna County, Virginia in Deed Book 226, page 685, and a deed in Deed Book 247, page 95; and

**WHEREAS**, the Declarant has subdivided said parcel as shown on a certain plat of subdivision named "Carlton Place," dated October 15, 2004, last revised December 23, 2004 made by Robert L. Lum, C.L.S.. (the "Plat") to be recorded in the Office of Circuit Court of Fluvanna, Virginia with this Declaration.

**WHEREAS**, the Declarant desires to subject said lots in such subdivision to the fifty foot access easement hereinafter set forth and to the covenants, liens and charges, including these for private maintenance and improvements of the Access Easement, all

941

Plat Bx 2 Page 214

as hereinafter set forth, which are for the benefit of the lots served by such Access Easement and the Owners thereof.

**NOW, THEREFORE**, the Declarants hereby declares that the lots shown on the said Plat named "Carlton Place" and attached hereto as Exhibit "A", shall be held, transferred, sold, conveyed and occupied subject to the covenants, easements, liens and charges hereinafter set forth which are hereby imposed to enhance and protect the value and desirability of said lots. The provisions set forth herein shall run with the land and shall be binding upon any and all parties who have, or shall acquire, any right, title or interest in all or any part of the said lots and shall inure to the benefit of each Owner thereof.

#### ***Article One***

##### ***Definitions***

The following words, when used in this Declaration, shall have the following meanings:

1. **"Private Road"** shall mean and refer to the fifty foot easement designated on the aforesaid Plat.
2. **"Owner"** shall mean and refer to the record Owner, whether one or more persons or entities, including Declarant, of the fee simple title to each lot served by the Private Road including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. In the case where any such lot is held by one or more persons for life with the remainder to another or others, the term **"Owner"** shall mean and refer only to such life tenant or tenants until such time as the

## Attachment C 672 23

remainderman or remaindermen come into use, possession or enjoyment of such lot. In the case where any such lot is beneficially owned by more than one person, such persons may exercise the rights provided herein as they may choose among themselves; provided, however, that each lot shall be entitled to only a single vote; and provided further that each such person shall be jointly and severally liable for any assessment made with respect to such lot. The term "Owner" does not include the Owners of Lot 29 A 52 as shown on the Plat.

### ***Article Two***

#### ***Private Road***

1. **Establishment of Private Road:** The Declarant does hereby establish and impose a perpetual non-exclusive access easement fifty (50) feet in width across certain of the lots for the benefit of the lots as shown on the Plat , along and across that certain strip of land designated as road on the aforesaid Plat for the joint use of the lots for the purpose of ingress to and egress from Virginia State Route No. 640, and for carrying utilities, including fiber optic and cable TV systems.
2. **Maintenance:** The Private Road is private and requires private maintenance as hereinafter set forth. The cost of repair, maintenance, upkeep, improvement or replacement of the Private Road will not be borne by the County of Fluvanna, the Commonwealth of Virginia, or any other public agency, but rather shall be the responsibility of and borne as follows:
  - a. **Declarant.** The initial construction of the Private Road to Virginia Department of Transportation specifications for public roads and related

## Attachment C 572 24

improvements (grading, seeding, drainage ditches, culvert pipe, etc.) within the easement shall be borne and completed by the Declarant, which shall have the rights of an Owner as to each lot actually owned by it.

- b. **Owners of Lots.** Each Owner of a lot shall be responsible for and shall bear equally, with the other Owners the costs of maintenance of the Private Road and related improvements within and along the Private Road.
- c. **Damage from Construction Activities.** Notwithstanding the foregoing, each Owner shall be solely and exclusively responsible for and shall fully bear the cost of maintenance within the Private Road necessitated by construction activities on his/her lot, and each Owner shall restore any portion of the Access Easement damaged by his/her construction activities upon completion of such construction to at least the Access Easement's prior condition.

### 3. **Assessments:**

- a. **Standards of Maintenance:** The Owners of the lots served by the Private Road shall determine (by a majority decision) the standards to which the Private Road located therein shall be maintained; provided, however, that any portion of the Private Road and related improvements shall be maintained in such condition that the Private Road is passable at all times for ordinary use by passenger vehicles, excepting only severe, temporary conditions such as snow or ice, with gravel of appropriate type, depth and

# Attachment C §72 25

width, and drainage ditches and culverts as necessary. Periodic removal of ice and snow shall be deemed to be maintenance if the Owners of a majority of the lots shall so determine. The expense of such maintenance shall be assessed against each lot served by the Private Road in equal shares. A notice of such assessment shall be delivered to the Owner of each such lot. Each notice of assessment shall be presumed to have been delivered in accordance with this Article if it shall be mailed, by first class mail, postage prepaid, to the Owner of such lot at the address listed in the Office of the Commissioner of Revenue of Fluvanna County for such Owner for real estate tax purpose.

## 4. **Collection of Assessments:**

- a. **Personal Liability.** Each owner shall be personally liable and responsible for his/her share of the assessments provided in this Article, which are incurred during his/her Ownership of his/her lot, and shall pay to the person or corporation performing the work for which such assessment was made his/her share within fifteen (15) days following completion of such work.
- b. **Enforcement.** If any Owner shall fail to pay his/her proportionate share of the costs of maintenance for which he/she is responsible, as provided herein, any other Owner or the person or corporation performing such maintenance, may bring an action at law against each Owner of a lot who fails to pay his/her proportional share, and/or foreclose the lien provided

## Attachment C § 72 26

for in against said delinquent Owner's lot. The amount due by any delinquent Owner shall bear interest at the maximum judgment rate provided by law from the date of completion of the maintenance, and the delinquent Owner shall be liable for all costs of collection, including, but not limited to, reasonable attorney's fees.

- c. **Liens.** There shall be a continuing lien on each of the said lots to secure the payment of the assessments described herein. Such lien shall be at all times subject to the provisions of paragraph 4(d) of this Article and shall be enforceable in the same manner as a nonjudicial foreclosure proceeding. If any assessment is not paid by an Owner of a subject lot within fifteen (15) days after the same becomes due and payable, a notice of such nonpayment as to such lot may be recorded by any other Owner or by the person or corporation performing such maintenance in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, and from the time of such recordation the amount stated in the notice, together with the interest, cost of collection, and reasonable attorney's fees shall become a lien prior to the lien of any deed of trust recorded subsequent to the date and time of any recordation of such notice.
- d. **First and Second Deed of Trust.** The lien provided by this Article shall be at all times subject to any first or second deed of trust placed on any lot at any time until notice of such lien is recorded in the Office of the Clerk of the Circuit Court as hereinafter provided.

§72 27

**Article Three**

**Attachment C**      **Dedication to Public Use**

The Private Road is not a public road and is not eligible for inclusion into the Virginia Secondary Highway System. It is contemplated that, at some time in the future, it is possible that the Owners of the lots served by the Private Road may wish to cause the same to be submitted for inclusion into the Virginia Secondary Highway System. In the event that the Owners of more than 2/3 of the lots served by the Private Road shall decide that it is in the interests of the Owners of all the lots in the "Carlton Place" Subdivision that the Private Road be dedicated to public use, the Owners of all lots in the subdivision shall take appropriate action to dedicate to the public use, in fee simple absolute without additional consideration, all of the strip of land designated as the road on the attached Exhibit "A". The duty to dedicate such strip may be enforced as a ministerial duty by mandamus, injunction or otherwise.

The foregoing notwithstanding, nothing contained herein shall be deemed to guarantee the Private Road will ever be accepted as a public road or that the same will ever be maintained by the County of Fluvanna, the Commonwealth of Virginia or any other public agency.

**Article Four**

**Assignment of Rights**

The rights set forth herein relating to assessments for maintenance and improvements, including the collection thereof, may be assigned by the Owners to an association incorporated for that purpose. The members of any such association shall

Attachment C §72 28

be the Owners of all of the lots in the subdivision, and membership in the association shall be non-severable from the ownership of each such lot. The voting rights of the members of any such association as to assessments for maintenance and improvements shall be the same as the voting rights of Owners pursuant to this Declaration. Such assignment shall be in writing, signed by the Owners of all lots in the subdivision and recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia.

**Article Five**

***Building Standards***

Lots B, D, and E, of Carlton Place shall be subject to the following building and use standards: (a) no mobile homes; (b) main residence to have a least 1,200 feet of floor space on the first floor and 1,600 square feet of floor space above grade; (c) a minimum roof pitch of 5:12; (d) no more then 2 unregistered cars per lot; (e) no unsightly litter or trash piles; and (f) all fences to be post and board.

These conditions may be enforced by any property owner by seeking injunctive relief. In any such action, the prevailing party shall be entitled to actual reasonable attorney's fees.

Witness signature of undersigned this 1<sup>st</sup> day of December, 2005.

  
Constance Hellinger, Executrix of the  
Estate of Carlton Young

Attachment C 672 29

Approved as to form in accordance  
with Section 19-8-1 of the Fluvanna  
County Code

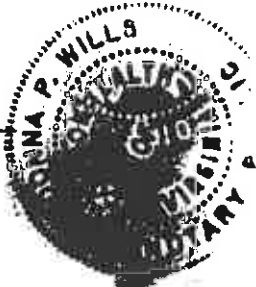
[Signature]  
County Attorney

STATE OF VIRGINIA  
COUNTY OF FLUVANNA, to-wit

The foregoing instrument was acknowledged before me this 1st day of  
December, 2005 by Constance Hellinger, Executrix for Estate of Carlton Young.

My commission expires: 4-30-09

[Signature]  
Notary Public



VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF FLUVANNA COUNTY

St. R. Tax		The foregoing instrument with acknowledgment was admitted to record on <u>Feb. 17</u> , 20 <u>06</u> at <u>15:04 P.M.</u> In D.B. <u>672</u> Page(s) <u>21-29</u> .
Co. R. Tax		
Transfer		
Clerk	<u>21.00</u>	
Grantor Tax		
<u>Plot</u>	<u>20.00</u>	Recording costs paid as shown. Teste: <u>[Signature]</u> , Deputy Clerk Bouson E. Peterson, Jr., Clerk
Total \$	<u>41.00</u>	



July 5 2016

Murray Buckner  
10164 James Madison Highway  
Palmyra VA, 22963

Delivered via email to [silverliningflowers@gmail.com](mailto:silverliningflowers@gmail.com)

**Re: SUP 16:06 Silver Lining Flowers**

**Tax Map:** 40, Section 19, Parcel D

Dear Mr. Buckner:

The following comments are the result of the Technical Review Committee meeting that was held on Thursday, June 9, 2016.

1. Planning staff wanted to know the hours of operation and how many deliveries/pickups the applicant thinks will occur on a daily basis. Applicant replied that their hours of operation will be 7am-5pm Monday-Sunday, and that deliveries and pickups will occur 7am-5pm Monday-Friday. Applicant also stated that screening would be applied to block view of site from road.
2. Fire Chief wanted to know if large amounts of fertilizer or other hazardous materials would be stored on site. Applicant stated that regular amounts of fertilizer would be on site, and Fire Chief was satisfied with explanation.
3. Erosion and Sediment Control had no comments.
4. VDOT: Rte. 640 (Haden Martin Road) is a Rural Major Collector with a posted speed limit of 45 mph. VDOT's 2015 Traffic Data shows an estimated Annual Average Daily Traffic Volume of 1100 vehicles.

The existing entrance serving TMP 40-19-D is Carlton Court. The existing gravel entrance for Carlton Court will qualify as a Low Volume Commercial Entrance standards (50 vehicles per day or less). The sight triangles are presently cleared, mowed, well maintained and there is approximately 500 ft. of Intersection Sight Distance in both directions.

VDOT understands that the proposed business is a wholesale operation and that there will be no large delivery trucks using the entrance, only vans picking up and delivering their product off site. The business plan is to start slow and phase in growth of the business. Hours of operation are Summer 7 a.m. to 5 p.m. and Winter 8 a.m. to 4 or 5 p.m. VDOT does not have any objections or concerns at this time. Should the business grow to where

# Attachment D

over 50 vehicle trips per day (25 In and 25 Out) are being generated VDOT may need to re-evaluate and require an upgrade of the entrance some time in the future.

5. Health Department had no comments.

Please bear in mind VDOT's comments if you wish to proceed with your Hydrangea Festival/wedding venue plans.

The Planning Commission will have a meeting to discuss this item at their Wednesday, July 27, 2016 meeting. Your attendance is required at this meeting.

If you have any questions or need additional information, please contact me at 434-591-1910.

Sincerely,  
James Newman  
Planner  
Dept. of Planning & Zoning

cc: Murray Buckner at:  
File

## FLUVANNA COUNTY BOARD OF SUPERVISORS

### AGENDA ITEM STAFF REPORT

<b>Meeting Date:</b>	August 17, 2016				
<b>AGENDA TITLE:</b>	Ordinance Amendment – Vehicle License Fees				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors authorize staff to advertise a Public Hearing on September 21, 2016, entitled, “AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE 2, SEC. 15-2-2 OF THE FLUVANNA COUNTY CODE TO CLARIFY THAT VEHICLE LICENSE FEES ARE ONLY REQUIRED FOR VEHICLES THAT ARE REGISTERED BY THE DEPARTMENT OF MOTOR VEHICLES.”</b>				
<b>TIED TO STRATEGIC INITIATIVES?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		<b>XX</b>			
<b>STAFF CONTACT(S):</b>	Mel Sheridan, Commissioner of the Revenue				
<b>PRESENTER(S):</b>	Steve Nichols, County Administrator				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Current				
<b>DISCUSSION:</b>	This is to clarify the current ordinance to make clear that vehicle license fees are not required unless the vehicle is registered with the Department of Motor Vehicles as of January 1st of each year to operate upon the street or highway.				
<b>FISCAL IMPACT:</b>					
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Ordinance Amendment Resolution				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	<b>XX</b>				<b>XX</b>



**AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE 2, SEC. 15-2-2 OF THE FLUVANNA  
COUNTY CODE TO CLARIFY THAT VEHICLE LICENSE FEES ARE ONLY REQUIRED  
FOR VEHICLES THAT ARE REGISTERED BY THE DEPARTMENT OF MOTOR  
VEHICLES**

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS that the County Code be, and it is hereby, amended, in Chapter 15, Article 2, Sec. 2, as follows:

**Sec. 15-2-2. License fee levied.**

Pursuant to the authority contained in section 46.2-752 of the Code of Virginia, an annual license fee is hereby levied and assessed upon all motor vehicles which are normally garaged, stored or parked in this county, **and that are registered with the Department of Motor Vehicles as of January 1<sup>st</sup> of each year to operate upon the street or highway.** In the event it cannot be determined where any such motor vehicle is normally garaged, stored or parked, the license fee shall apply to the vehicle if the owner thereof is domiciled in the county. (Ord. 10-9-61; Ord. 3-15-73; Min. Bk. 7, pp. 141-144; Comp. 1974, ch. 16; Ord. 5-4-81; Min. Bk. 10, p. 82; Ord. 10-3-88; Ord. 12-20-06)



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

**Meeting Date:** August 17, 2016

<b>AGENDA TITLE:</b>	County Attorney Compensation Agreement																												
<b>MOTION(s):</b>	<b>I move to approve the County Attorney's Compensation Agreement for services, effective September 1, 2016.</b>																												
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other																								
		<b>XX</b>																											
<b>STAFF CONTACT(S):</b>	Steven M. Nichols, County Administrator																												
<b>PRESENTER(S):</b>	Steven M. Nichols, County Administrator																												
<b>RECOMMENDATION:</b>	Approve																												
<b>TIMING:</b>	The County Attorney's current agreement ended on June 30, 2016.																												
<b>DISCUSSION:</b>	<p>The County Attorney has proposed updated service rates, effective September 1, 2016. The flat monthly fee would increase to \$10,000 and include additional services and on-site work that were previously billed at the hourly rates.</p> <p>Other rates and terms are specified below and in the attached proposal document.</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;"><u>Position</u></th><th style="text-align: left;"><u>Prior</u></th><th style="text-align: left;"><u>New</u></th></tr> </thead> <tbody> <tr> <td>Frederick W. Payne</td><td>\$310</td><td>\$310</td></tr> <tr> <td>Donna R. DeLoria</td><td>\$265</td><td>\$265</td></tr> <tr> <td>William W. Tanner</td><td>\$240</td><td>\$240</td></tr> <tr> <td>Kristina M. Hofmann</td><td>\$215</td><td>\$215</td></tr> <tr> <td>Christina A. Guidry</td><td>\$150</td><td>\$150</td></tr> <tr> <td>Paralegals</td><td>\$ 95</td><td>\$ 95</td></tr> <tr> <td>Assistants (when applicable)</td><td>\$ 75</td><td>\$ 75</td></tr> </tbody> </table>					<u>Position</u>	<u>Prior</u>	<u>New</u>	Frederick W. Payne	\$310	\$310	Donna R. DeLoria	\$265	\$265	William W. Tanner	\$240	\$240	Kristina M. Hofmann	\$215	\$215	Christina A. Guidry	\$150	\$150	Paralegals	\$ 95	\$ 95	Assistants (when applicable)	\$ 75	\$ 75
<u>Position</u>	<u>Prior</u>	<u>New</u>																											
Frederick W. Payne	\$310	\$310																											
Donna R. DeLoria	\$265	\$265																											
William W. Tanner	\$240	\$240																											
Kristina M. Hofmann	\$215	\$215																											
Christina A. Guidry	\$150	\$150																											
Paralegals	\$ 95	\$ 95																											
Assistants (when applicable)	\$ 75	\$ 75																											
<b>FISCAL IMPACT:</b>	Only \$168,140 budgeted for FY17. Additional funding will likely be needed for the full cost of FY17 services.																												
<b>POLICY IMPACT:</b>	If this extension is not granted, then the county would have to either renegotiate the terms of this agreement or procure other legal services immediately.																												
<b>LEGISLATIVE HISTORY:</b>	N/A																												
<b>ENCLOSURES:</b>	County Attorney Compensation Proposal																												
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other																								
	<b>XX</b>	<b>XX</b>																											



## **FLUVANNA COUNTY ATTORNEY**

### **Deputy County Attorneys:**

Donna R. DeLoria  
William W. Tanner

### **Frederick W. Payne**

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

### **Assistant County Attorney:**

Kristina M. Hofmann  
Christina Ashie Guidry

## **COUNTY ATTORNEY SERVICES**

**Effective September 1, 2016**

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

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

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

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

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

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

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

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

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

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

## FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

<b>MEETING DATE:</b>	August 17, 2016				
<b>AGENDA TITLE:</b>	FY17 Pay Plan Update				
<b>MOTION(s):</b>	<p><b>1. I move the Board of Supervisors approve a budget amendment to decrease FY17 State funding by \$29,000 and decrease the FY17 Staff Pay Plan by \$29,000 due to elimination of state-supported funding for Social Services and Constitutional Offices pay raises.</b></p> <p><b>2. I move the Board of Supervisors approve an updated FY17 Pay Plan, Option [ <b>A / B / C</b> ], with a transfer of \$ _____ in additional funding to come from FY17 BOS Contingency.</b></p>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
<b>STAFF CONTACT(S):</b>	Gail Parrish, HR Manager and Eric Dahl, Deputy County Admin/Director of Finance				
<b>PRESENTER(S):</b>	Gail Parrish, HR Manager and Eric Dahl, Deputy County Admin/Director of Finance				
<b>RECOMMENDATION:</b>	Pay Plan A				
<b>TIMING:</b>	Effective November 13, 2016, first payroll in December 2016				
<b>DISCUSSION:</b>	<p>1. The FY17 Budget included \$116,194 for the Staff Pay Plan, supported by \$29,000 in revenue from the State to help fund a required 2% salary increase for Social Services and Constitutional Officers staff, effective in December 2016.</p> <p>2. The 2% increase from the Commonwealth was contingent upon the Commonwealth meeting specific revenue goals.</p> <p>3. State revenue goals have not been met; the budgeted \$29,000 in State funding is not available for FY17.</p> <p>4. Without the Commonwealth's \$29,000, the County has only \$87,194 designated in the approved FY17 budget for the Staff Pay Plan.</p> <p>5. Pay Plan Update Options:</p> <ul style="list-style-type: none"> <li>• <b>Pay Plan A</b> as approved in the FY17 budget would be \$116,068 <ul style="list-style-type: none"> <li>○ Requires a budget transfer of \$28,874 to replace State funding.</li> </ul> </li> </ul>				

	<ul style="list-style-type: none"> <li>• <b>Pay Plan B (0.5% decrease in all raises)</b> would be \$95,312 <ul style="list-style-type: none"> <li>○ Requires a budget transfer \$8,118 to replace State funding.</li> </ul> </li> <li>• <b>Pay Plan C (0.75% decrease in all raises)</b> would be \$85,480 <ul style="list-style-type: none"> <li>○ A budget transfer is not required, the existing budget is sufficient.</li> </ul> </li> </ul>				
<b>FISCAL IMPACT:</b>	State revenue is decreasing by \$29k and depending on the Board of Supervisors above action, it would require a budget transfer of ~\$29K, \$8K or \$0 from the BOS Contingency.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	FY17 County Staff Pay Plan Chart				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		<b>X</b>		<b>X</b>	

FY17 County Staff Pay Plan Effective 1ST PAYROLL IN DECEMBER 2016 (NOVEMBER 13, 2016)				PLAN A (Original)
Group	Years of Service With Fluvanna County	Market Comparison	#	Raise
1	All Years	15% or more below market	8	10.00%
2	15 or more	10 to 14% below market	0	6.00%
3	10 to 14	10 to 14% below market	0	5.50%
4	1 to 9	10 to 14% below market	5	5.00%
5	15 or more	1 to 9% below market	4	4.00%
6	10 to 14	1 to 9% below market	6	3.50%
7	1 to 9	1 to 9% below market	32	3.00%
8	All Years	At or Above Comp Salary	92	2.00%
9	•HIRED OR PROMOTED IN FY17 •County Administrator •Parks & Recreation Set Fee Temps (e.g., Referees)		28	N/A
		TOTAL COST (W/ FRINGE)		\$116,068

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

**ADD'L FUNDS NEEDED PER PLAN****\$28,874**

<b>PLAN B</b> (Decrease by 0.5%)	<b>PLAN C</b> (Decrease by 0.75%)
<b>RAISE</b>	<b>RAISE</b>
9.50%	9.25
5.50%	5.25%
5.00%	4.75%
4.50%	4.25%
3.50%	3.25%
3.00%	2.75%
2.50%	2.25%
1.50%	1.25%
N/A	N/A
<b>\$95,312</b>	<b>\$85,480</b>

**\$8,118****\$0**



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

**Meeting Date:** August 17, 2016

<b>AGENDA TITLE:</b>	Louisa Raw Water Line Project - Site Plan Reviews Fee Waiver				
<b>MOTION(s):</b>	<b>I move that the Board of Supervisors waive all fees associated with the Erosion and Sediment Control as well as Planning and Zoning application and site plan review fees connected with the Louisa County raw water line project.</b>				
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		<b>XX</b>			
<b>STAFF CONTACT(S):</b>	Jason Smith - Community & Economic Development Director				
<b>PRESENTER(S):</b>	Jason Smith				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Immediately				
<b>DISCUSSION:</b>	<p>County staff proposes to waive the customary E&amp;SC and Planning &amp; Zoning fees connected with this project being that we have an exclusive partnership with Louisa County in this joint effort.</p> <p>This request will not eliminate the requirement for reviews, permits, site planning, etc., just waive the associated project application and site plan review fees.</p>				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Potential Fees Summary				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other



## Louisa Raw Water Line Project - Site Plan Reviews Fee Waiver

We have not received an official plan for the project, but the following fee values are based on the Timmons Group limits of disturbance estimate (29.94 acres):

### 1) Planning and Zoning Fees:

- Major Plan Review - **\$1,100.00**

### 2) E&SC Fees:

- Initial Plan Review - **\$250.00**
- Re-review - \$100.00 (each submittal)
- Land Disturbing Permit - **\$550.00 (1st Acre) plus \$125/acre** (or portion over one acre for work to be completed within 12 months)
- Land Disturbing Permit renewal - **\$500 plus \$50.00/acre** (or portion over one acre for an additional 12 months)
- Land Disturbing Permit renewal - **\$500.00 for each additional 12 months** (over 24 month total)

Please note:

- Land Disturbance Permit for the first 12 months based on the Timmons Group estimate of 29.94 disturbed acres is **\$4,167.50** ( $28.94 \times 125.00 + \$550.00$ )
- “ “ “ “ “ second 12 months - \$500.00 + \$50.00/acre (The final amount depends on how many acres are left in the current project)
- “ “ “ “ each year after 24 months - \$500.00 flat fee

We cannot determine the accuracy of the Timmons Group disturbed area estimate until we have received and reviewed an E&SC Plan for this project. It would not be surprising to see the limits of disturbance increase from this estimate.

### 1<sup>st</sup> year projected fees:

<b>1. Planning and Zoning Fee: Major Plan Review</b>	<b>\$1,100.00</b>
<b>2. Erosion &amp; Sediment Control Fees</b>	
- Initial Plan Review	\$250.00
- Land Disturbing Permit (1st acre)	\$550.00
- Calculation of 28.94 of disturbed acres	\$3,617.50
<b>*TOTAL</b>	<b>\$5,517.50</b>

**\*Note:** Total may be between \$5,517.50 and \$10,000 depending on actual E&SC review fees.



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

<b>MEETING DATE:</b>	August 17, 2016				
<b>AGENDA TITLE:</b>	FY18 Budget Calendar				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the FY18 Budget Calendar</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
<b>STAFF CONTACT(S):</b>	Martin Brookhart, Management Analyst				
<b>PRESENTER(S):</b>	Martin Brookhart, Management Analyst				
<b>RECOMMENDATION:</b>	I recommend approval of the motion as stated above.				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>Described below are a few changes to the proposed FY18 Budget Calendar:</p> <ul style="list-style-type: none"> <li>• Per the code of Virginia: When any annual assessment, biennial assessment or general reassessment of real property by a county would result in an increase of 1 percent or more in the total real property tax levied, the governing body of the county must conduct a public hearing.</li> <li>• Notice of the hearing must be given at least 30 days before the date of such hearing and must include the proposed rate.</li> <li>• This hearing may not be held at the same time as the annual budget hearing.</li> </ul>				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	In accordance with Fluvanna County Budget Policy and the Code of Virginia 58.1-3321				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	FY18 Budget Calendar Draft & Budget Calendar Presentation				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		X			





# FY18 BUDGET CALENDAR

2016-08-17 to 1/13/2017

**DRAFT**

Holiday - Offices Closed

DAY	DATE	DESCRIPTION	TIME/LOCATION	Su	M	T	W	Th	F	Sa
<b>Aug-2016</b>										
Mon	Aug 1	CIP Packet Release	5:00 pm; Email Finance		1	2	3	4	5	6
Wed	Aug 3	BOS Regular Meeting	4:00 pm; Cir. Court	7	8	9	10	11	12	13
Wed	Aug 17	BOS Regular Meeting	7:00 pm; Cir. Court	14	15	16	17	18	19	20
Mon	Aug 31	Capital Budget & CIP Submissions Due To Finance	5:00 pm; Email Finance	21	22	23	24	25	26	27
				28	29	30	31			
<b>Sep-2016</b>										
Wed	Sep 7	BOS Regular Meeting	4:00 pm; Circuit Court					1	2	3
Tue	Sep 8	County Administrator's CIP Review Committee	1:00 pm; Morris Room	4	5	6	7	8	9	10
Wed	Sep 21	BOS Work Session	4:00 pm; Morris Room	11	12	13	14	15	16	17
		BOS Regular Meeting	7:00 pm; Circuit Court	18	19	20	21	22	23	24
				25	26	27	28	29	30	
<b>Oct-2016</b>										
Wed	Oct 5	BOS Regular Meeting	4:00 pm; Circuit Court							1
Wed	Oct 19	BOS Regular Meeting	7:00 pm; Circuit Court	2	3	4	5	6	7	8
Wed	Oct 26	Planning Commission Work Session - CIP Review	6:00 pm; Morris Room	9	10	11	12	13	14	15
Fri	Oct 28	Operating Budget Kick-Off	TBD	16	17	18	19	20	21	22
				23	24	25	26	27	28	29
				30	31					
<b>Nov-2016</b>										
Wed	Nov 2	BOS Regular Meeting - FCPS Superintendent Preliminary FY18 Budget	4:00 pm; Circuit Court			1	2	3	4	5
Mon	Nov 14	Planning Commission Work Session/Meeting - CIP Review	6:00 pm; Morris Room	6	7	8	9	10	11	12
Wed	Nov 16	BOS Regular Meeting	7:00 pm; Circuit Court	13	14	15	16	17	18	19
Mon	Nov 28	Operating Budgets Due To Finance	5:00 pm; Email Finance	20	21	22	23	24	25	26
				27	28	29	30			
<b>Dec-2016</b>										
	Dec 1-16	Oper. Budget Reviews w/ Co. Adm., DHs, Con. Officers	Times TBD; Morris Room					1	2	3
Wed	Dec 7	BOS Regular Meeting	4:00 pm; Circuit Court	4	5	6	7	8	9	10
Mon	Dec 12	Planning Commission Meeting - CIP Public Hearing/Recommendation	7:00 pm; Circuit Court	11	12	13	14	15	16	17
Wed	Dec 21	BOS Work Session	4:00 pm; Morris Room	18	19	20	21	22	23	24
		BOS Regular Meeting	7:00 pm; Circuit Court	25	26	27	28	29	30	31
<b>Jan-2017</b>										
Wed	Jan 4	BOS Regular Meeting	4:00 pm; Circuit Court	1	2	3	4	5	6	7
Wed	Jan 18	BOS Work Session	4:00 pm; Circuit Court	8	9	10	11	12	13	14
		BOS Regular Meeting	7:00 pm; Circuit Court	15	16	17	18	19	20	21
	Jan 23-27	BOS 2-on-2 Budget Briefs	TBD; Morris Room	22	23	24	25	26	27	28
				29	30	31				
<b>Feb-2017</b>										
Wed	Feb 1	BOS Regular Meeting & County Admin FY18 Budget Presentation	4:00 pm; Circuit Court			1	2	3	4	
Wed	Feb 1	School Board Work Session - Superintendent's Budget	5:30 pm; School Board	5	6	7	8	9	10	11
Wed	Feb 8	School Board Meeting - Public Hearing and Budget Adoption	6:30 pm; School Board	12	13	14	15	16	17	18
Wed	Feb 8	BOS Budget Work Session - Constitutional Officer Presentations	7:00 pm; Morris Room	19	20	21	22	23	24	25
Wed	Feb 15	BOS Budget Work Session - FCPS FY18 Adopted Budget Presentation	4:00 pm; Circuit Court	26	27	28				
		BOS Regular Meeting	7:00 pm; Circuit Court							
Wed	Feb 22	BOS Budget Work Session - Agency Presentations	7:00 pm; Morris Room							
<b>Mar-2017</b>										
Wed	Mar 1	BOS Regular Meeting - <b>Set maximum Tax Rate for Advertising</b>	4:00 pm; Circuit Court			1	2	3	4	
		BOS Budget Work Session - Non Profit Presentations	7:00 pm; Circuit Court	5	6	7	8	9	10	11
Wed	Mar 8	BOS Budget Work Session - TBD (As Needed)	7:00 pm; Morris Room	12	13	14	15	16	17	18
Thu	Mar 9	Begin Proposed CY17 Tax Rate Advertising		19	20	21	22	23	24	25
Wed	Mar 15	BOS Budget Work Session - TBD (As Needed)	4:00 pm; Circuit Court	26	27	28	29	30	31	
		BOS Regular Meeting - <b>Set Proposed FY18 Budget for Advertising</b>	7:00 pm; Circuit Court							
Wed	Mar 22	BOS Budget Work Session - TBD (As Needed)	7:00 pm; Circuit Court							
Thu	Mar 23	Begin Proposed FY18 Budget Advertising								
<b>Apr-2017</b>										
Wed	Apr 5	BOS Regular Meeting	4:00 pm; Circuit Court							1
		<b>BOS Public Hearing - Fiscal Year 2018 Budget</b>	7:00 pm; Circuit Court	2	3	4	5	6	7	8
Wed	Apr 12	<b>BOS Public Hearing - Calendar Year 2017 Tax Rate</b>	7:00 pm; Circuit Court	9	10	11	12	13	14	15
Wed	Apr 19	BOS Regular Meeting	7:00 pm; Circuit Court	16	17	18	19	20	21	22
		<b>Adopt FY18 Budget and CY17 Tax Rate</b> (if not approved on April 12th)		23	24	25	26	27	28	29
				30						





# FY18 Budget Calendar

**August 17, 2016**

Marty Brookhart

Management Analyst



## Reassessment Year Changes

- **Per the code of Virginia: When any annual assessment, biennial assessment or general reassessment of real property by a county would result in an increase of 1 percent or more in the total real property tax levied, the governing body of a county must conduct a public hearing.**
- **Notice of the hearing must be given at least 30 days before the date of such hearing and must include the proposed adopted rate.**
- **This hearing may not be held at the same time as the annual budget hearing.**



# **FY18 Budget Calendar Changes**

- **The Board of Supervisors will need to set a maximum tax rate for advertising at the March 1, 2017 meeting.**
- **A newspaper advertisement will be placed March 9, 2017 advising of the proposed maximum tax rate and public hearing to be held April 12, 2017.**
- **A public hearing on the FY18 budget will be held in conjunction with the April 5, 2017 BOS meeting.**
- **The Board of Supervisors is scheduled to adopt the FY18 Budget and CY17 tax rate at the April 19, 2017 regular meeting.**
  - The Board may adopt the budget and tax rate on April 12, 2017 after the public hearing.



# FY18 Budget Calendar Changes

				Feb-2017						
Wed	Feb 1	BOS Regular Meeting & County Admin FY18 Budget Presentation	4:00 pm; Circuit Court				1	2	3	4
Wed	Feb 1	School Board Work Session - Superintendent's Budget	5:30 pm; School Board	5	6	7	8	9	10	11
Wed	Feb 8	School Board Meeting - Public Hearing and Budget Adoption	6:30 pm; School Board	12	13	14	15	16	17	18
Wed	Feb 8	BOS Budget Work Session - Constitutional Officer Presentations	7:00 pm; Morris Room	19	20	21	22	23	24	25
Wed	Feb 15	BOS Budget Work Session - FCPS FY18 Adopted Budget Presentation	4:00 pm; Circuit Court	26	27	28				
		BOS Regular Meeting	7:00 pm; Circuit Court							
Wed	Feb 22	BOS Budget Work Session - Agency Presentations	7:00 pm; Morris Room							
				Mar-2017						
Wed	Mar 1	BOS Regular Meeting - <b>Set maximum Tax Rate for Advertising</b>	4:00 pm; Circuit Court				1	2	3	4
		BOS Budget Work Session - Non Profit Presentations	7:00 pm; Circuit Court	5	6	7	8	9	10	11
Wed	Mar 8	BOS Budget Work Session - TBD (As Needed)	7:00 pm; Morris Room	12	13	14	15	16	17	18
Thu	Mar 9	<i>Begin Proposed CY17 Tax Rate Advertising</i>		19	20	21	22	23	24	25
Wed	Mar 15	BOS Budget Work Session - TBD (As Needed)	4:00 pm; Circuit Court	26	27	28	29	30	31	
		BOS Regular Meeting - <b>Set Proposed FY18 Budget for Advertising</b>	7:00 pm; Circuit Court							
Wed	Mar 22	BOS Budget Work Session - TBD (As Needed)	7:00 pm; Circuit Court							
Thu	Mar 23	<i>Begin Proposed FY18 Budget Advertising</i>								
				Apr-2017						
Wed	Apr 5	BOS Regular Meeting	4:00 pm; Circuit Court							1
		<b>BOS Public Hearing - Fiscal Year 2018 Budget</b>	7:00 pm; Circuit Court	2	3	4	5	6	7	8
Wed	Apr 12	<b>BOS Public Hearing - Calendar Year 2017 Tax Rate</b>	7:00 pm; Circuit Court	9	10	11	12	13	14	15
Wed	Apr 19	BOS Regular Meeting	7:00 pm; Circuit Court	16	17	18	19	20	21	22
		<b>Adopt FY18 Budget and CY17 Tax Rate</b> (if not approved on April 12th)		23	24	25	26	27	28	29
				30						

## FLUVANNA COUNTY BOARD OF SUPERVISORS

### AGENDA ITEM STAFF REPORT

<b>Meeting Date:</b>	August 17, 2016																												
<b>AGENDA TITLE:</b>	Social Services Request to Consolidate Two Part-Time Benefit Programs Specialist positions to One Full-Time position																												
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the consolidation of two existing Part-Time Benefit Programs Specialist positions to one Full-Time Benefit Programs Specialist position.</b>																												
<b>TIED TO STRATEGIC INITIATIVES?</b>	Yes	No	<b>If yes, list initiative(s):</b>																										
		X																											
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other																								
		X																											
<b>STAFF CONTACT(S):</b>	Kim Mabe, Social Services Director																												
<b>PRESENTER(S):</b>	Kim Mabe, Social Services Director																												
<b>RECOMMENDATION:</b>	I recommend approval of the following action.																												
<b>TIMING:</b>	Routine.																												
<b>DISCUSSION:</b>	<p>Consolidation of two part-time Benefit Programs Specialist positions to one full-time position would address the following:</p> <ul style="list-style-type: none"> <li>Recruiting and retaining staff. Social Services has found it easier to recruit and retain full-time staff opposed to part-time staff.</li> <li>All office space is completely occupied. Currently the two part-time positions would share one office. Consolidation of the two part-time positions to one full-time position would result in the office being occupied by one worker.</li> <li>The Benefit Programs Supervisor is responsible to manage eight (8) full-time employees and (3) part-time employees. This is a high supervisory caseload. Consolidation of the two part-time positions to one full-time position would reduce the number of employees for whom the supervisor must manage.</li> </ul>																												
<b>FISCAL IMPACT:</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Item</th><th style="width: 15%;">Salary</th><th style="width: 15%;">Benefits</th><th style="width: 30%;">TOTAL</th></tr> </thead> <tbody> <tr> <td>CURRENT (PT #1)</td><td style="text-align: right;">\$22,178</td><td style="text-align: right;">\$1,116</td><td style="text-align: right;">\$23,294</td></tr> <tr> <td>CURRENT (PT #2)</td><td style="text-align: right;">\$14,813</td><td style="text-align: right;">\$1,116</td><td style="text-align: right;">\$15,929</td></tr> <tr> <td style="text-align: right;"><b>TOTAL</b></td><td style="text-align: right;"><b>\$36,991</b></td><td style="text-align: right;"><b>\$2,232</b></td><td style="text-align: right;"><b>\$39,223</b></td></tr> <tr> <td colspan="4" style="height: 20px;"></td></tr> <tr> <td><b>PROPOSED (FT)</b></td><td style="text-align: right;"><b>\$29,190</b></td><td style="text-align: right;"><b>\$12,947</b></td><td style="text-align: right;"><b>\$42,137</b></td></tr> </tbody> </table>					Item	Salary	Benefits	TOTAL	CURRENT (PT #1)	\$22,178	\$1,116	\$23,294	CURRENT (PT #2)	\$14,813	\$1,116	\$15,929	<b>TOTAL</b>	<b>\$36,991</b>	<b>\$2,232</b>	<b>\$39,223</b>					<b>PROPOSED (FT)</b>	<b>\$29,190</b>	<b>\$12,947</b>	<b>\$42,137</b>
Item	Salary	Benefits	TOTAL																										
CURRENT (PT #1)	\$22,178	\$1,116	\$23,294																										
CURRENT (PT #2)	\$14,813	\$1,116	\$15,929																										
<b>TOTAL</b>	<b>\$36,991</b>	<b>\$2,232</b>	<b>\$39,223</b>																										
<b>PROPOSED (FT)</b>	<b>\$29,190</b>	<b>\$12,947</b>	<b>\$42,137</b>																										

	A separate request for carry over FY16 funds (\$2,914) to FY17 will be submitted when Finance processes carry over requests.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	None.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		<b>XX</b>		<b>XX</b>	

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

<b>MEETING DATE:</b>	August 17, 2016				
<b>AGENDA TITLE:</b>	Appointment to the Recreation Advisory Board – Student Position				
<b>MOTION(s):</b>	I move to appoint _____, to the Parks and Recreation Advisory Board, replacing Abigail Lintecum, with a term to begin September 1, 2016 and to terminate June 30, 2019.				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	If yes, list initiative(s):		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
<b>STAFF CONTACT(S):</b>	Kelly Belanger Harris, Clerk to the Board of Supervisors				
<b>PRESENTER(S):</b>	Steven M. Nichols, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Normal				
<b>DISCUSSION:</b>	Abigail Lintecum served as the Youth Representative and graduated high school in June 2016. <b>Applicants:</b> Hattie Lintecum				
<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>					
<b>LEGISLATIVE HISTORY:</b>					
<b>ENCLOSURES:</b>	Hattie Lintecum Application				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other



# **1001: Hattie Lintecum**

Application created: 07/19/2016

## **Contacts**

**Email** [hattie805lintecum@gmail.com](mailto:hattie805lintecum@gmail.com)

**Home** (434) 589-7215

**Address** 2745 Thomas Jefferson Pkwy  
Palmyra VA, 22963

## **Application details**

### **Occupation details**

**Occupation** Student

**Company name** Fluvanna County High School

**Education and Experience** Fluvanna County Cross County, Fluvanna County Track, member of Fluvanna Baptist Church. For the next 4 years of high school I am going to be training and competing at Fluvanna County Parks through Fluvanna county's cross county and track teams so I have a vested interest in preserving the quality of Fluvanna's recreational areas through my service on the Parks and Rec Advisory Board.

## **Attachments**



## FLUVANNA COUNTY BOARD OF SUPERVISORS

### AGENDA ITEM STAFF REPORT

<b>Meeting Date:</b>	August 17, 2016					
<b>AGENDA TITLE:</b>	Appointment of the Fluvanna County Representative on the Blue Ridge Juvenile Detention (BRJD) Commission					
<b>MOTION(s):</b>	<b>I move to appoint Deputy County Administrator Eric Dahl as the Fluvanna County representative on the Blue Ridge Juvenile Detention (BRJD) Commission, replacing County Administrator Steve Nichols, effective September 1, 2016.</b>					
<b>TIED TO STRATEGIC INITIATIVES?</b>	Yes	No	<b>If yes, list initiative(s):</b>			
		X				
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other	
		XX				
<b>STAFF CONTACT(S):</b>	Steve Nichols, County Administrator					
<b>PRESENTER(S):</b>	Steve Nichols, County Administrator					
<b>RECOMMENDATION:</b>	Approval					
<b>TIMING:</b>	Current					
<b>DISCUSSION:</b>	<p>The County Administrator has been serving as the Fluvanna County representative on the BRJD Commission. With the appointment of our Deputy County Administrator (DCA), some administrative roles are being realigned to the DCA from the County Administrator.</p> <p>The Commission Attorney has confirmed that the DCA can serve in lieu of the County Administrator, as is currently the case with Albemarle County and the City of Charlottesville.</p>					
<b>FISCAL IMPACT:</b>	N/A					
<b>POLICY IMPACT:</b>	N/A					
<b>LEGISLATIVE HISTORY:</b>	N/A					
<b>ENCLOSURES:</b>	N/A					
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other	
	XX (BRJD)					



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

<b>Meeting Date:</b>	August 17, 2016					
<b>AGENDA TITLE:</b>	Appointment to the Central Virginia Regional Jail Authority, Alternate Position					
<b>MOTION(s):</b>	<b>I move to appoint Deputy County Administrator Eric Dahl to the Central Virginia Regional Jail Authority, Fluvanna County Alternate Position, replacing County Administrator Steve Nichols, effective September 1, 2016.</b>					
<b>TIED TO STRATEGIC INITIATIVES?</b>	Yes	No	<b>If yes, list initiative(s):</b>			
		X				
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other	
		XX				
<b>STAFF CONTACT(S):</b>	Steve Nichols, County Administrator					
<b>PRESENTER(S):</b>	Steve Nichols, County Administrator					
<b>RECOMMENDATION:</b>	Approval					
<b>TIMING:</b>	Current					
<b>DISCUSSION:</b>	<p>With the appointment of our Deputy County Administrator (DCA), some administrative roles are being realigned to the DCA from the County Administrator.</p> <p>While the appointment of an alternate is not mandatory (currently Mr. Nichols), it is important that we have two representatives available for each Authority Meeting. The alternate serves as back-up for current regular members – Sheriff Hess, and Supervisor Weaver.</p>					
<b>FISCAL IMPACT:</b>	N/A					
<b>POLICY IMPACT:</b>	N/A					
<b>LEGISLATIVE HISTORY:</b>	N/A					
<b>ENCLOSURES:</b>	N/A					
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other	



## FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

<b>MEETING DATE:</b>	August 17, 2016				
<b>AGENDA TITLE:</b>	Fluvanna Rescue Update				
<b>MOTION(s):</b>	N/A				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
<b>STAFF CONTACT(S):</b>	Eric Dahl, Deputy County Administrator/Finance Director				
<b>PRESENTER(S):</b>	Eric Dahl, Deputy County Administrator/Finance Director and Jamie Stafford, Fluvanna County Rescue President				
<b>RECOMMENDATION:</b>	N/A				
<b>TIMING:</b>	N/A				
<b>DISCUSSION:</b>	<p>This presentation will provide an update and options for the board's consideration to provide a safe, habitable working environment for the County's rescue volunteers and Contract Crew:</p> <ul style="list-style-type: none"> <li>• Current Fluvanna Rescue status</li> <li>• Existing facilities plan</li> <li>• Costs associated with facility repairs</li> <li>• Existing vehicle management and maintenance</li> <li>• Costs associated with a new ambulance and an ambulance rechassis</li> </ul>				
<b>FISCAL IMPACT:</b>	\$100,000-\$140,000				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	none				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		XX			XX





# **FLUVANNA RESCUE UPDATE**

**August 17, 2016**



# Current Fluvanna Rescue Status

- **Corporate status and EMS License intact**
- **Continuing 24/7 EMS coverage (Volunteers and contract crews)**
- **Continuing to manage operations (licensure, training, ordering of supplies, etc.), with assistance from UVa Contract Crews**
- **Continuing Volunteer oversight, management, and recruitment**



# Facility Plan Approved by Fluvanna Rescue

- **Sell Fork Union Station**
- **Maintain Kents Store Station**
- **Deed/Gift Palmyra Rescue Station to the County**
  - Create/execute formal legal documents
  - County creates MOU for ongoing facility maintenance (like existing agreements with Fluvanna Fire)
  - Volunteers continue focus on operations, training and EMS services
  - Medic 5 Contract Crews continue support:
    - Operations in conjunction with the Fluvanna Rescue Captain
    - Fleet maintenance in conjunction with Fluvanna Rescue Captain and Public Works



# Palmyra Rescue Building Repairs

- **Over \$100,000 in needed repairs**
- **Phasing**
  - Immediate Needs
    - \$38,669
  - FY18 CIP
    - \$25,096
  - FY19 CIP
    - \$36,255

**Building  
Maintenance/  
Repairs List**



# Vehicle Management and Maintenance

- Vehicle maintenance deficiencies exist
- County assisting with establishing maintenance contracts and formal maintenance scheduling plan

Action	Amount
#45 - Chassis Damaged	\$ -
#46 - Sold	\$ 9,546
#47 - Trade-in Value	\$ 25,000
#48 - Trade-in Value	\$ 25,000
#49 - Keep	\$ -
FY17 CIP Funding	\$ 245,000
<b>Total Funding Available</b>	<b>\$ 304,546</b>
Rechassis Ambulance	\$ 130,538
New Ambulance	\$ 208,701
<b>Balance</b>	<b>(\$34,693)</b>

Will end up with 3 fully functioning ambulances

**45 - Rechassis**

**47/48 – Replace with one new ambulance**

**49 - Retain**



## Next Steps

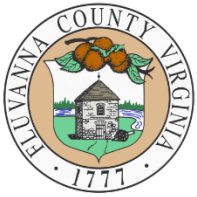
- **BOS formal action at September 7, 2016 Meeting:**

- A. Palmyra Rescue Building (if ready)

1. Legal documents for transfer of ownership to the County (deed/gift)
2. MOU between Fluvanna Rescue and the County for facility use/maintenance (same as Fluvanna Fire)
3. *Appropriation of funds for Immediate Need repairs*

- B. Fluvanna County Ambulances

1. Purchase contract for new ambulance and ambulance rechassis
2. *Appropriation of funds for ambulances shortage*



# Questions??

<b>PALMYRA RESCUE BUILDING MAINTENANCE/REPAIR NEEDS</b>	Immediate	\$ 38,669
	FY18 CIP	\$ 25,096
	FY19 CIP	\$ 36,255
<b>NEEDS</b>	<b>COSTS</b>	
<b>TOTAL OF ALL NEEDS</b>		<b>\$ 100,020</b>
<b>1. ELECTRICAL</b>		<b>\$ 13,290</b>
A. Re-set/repair wall receptacles.	incl.	
B. Replace all exterior lights.	incl.	
C. Repair well pump connection.	incl.	
D. Replace vehicle bay lighting.	incl.	
E. Convert 8 receptacles to GFI.	incl.	
F. Replace 2 missing hardwired smoke detectors.	incl.	
G. Remove 2 heaters & t-stats in vehicle bay (in concert with 2.B.).	incl.	
H. Wiring for new heat pump & AHU (in concert with 2.B.).	\$ 4,840	
I. Remove vestigial antennas.	\$ 200	
J. Install automatic transfer switch.	\$ 3,500	
K. Replace training room f-lights with 2x2 lay-in LEDs.	\$ 2,000	
L. Replace flourescent lights in day room & 2 offices	\$ 2,750	
<b>2. HVAC</b>		<b>\$ 9,938</b>
A. Correct venting problems.	incl.	
B. Install heat pump system for vehicle bays.	incl.	
C. Install range hood.	\$ 9,938	
<b>3. ROOF</b>		<b>\$ 5,810</b>
A. Replace snow guards (3 rows of premium).	\$ 4,610	
B. Weatherize gables.	\$ 1,200	
<b>4. PLUMBING</b>		<b>\$ 15,240</b>
A. Re-affix 3 sinks.	incl.	
B. Install downspout drain piping west side, add grate, run to ravine.	incl.	
C. Adjust operation 3 commodes.	\$ 8,240	
D. Replace all quest piping.	\$ 2,000	
E. Wellwater purifier/conditioner.	\$ 5,000	
<b>5. CARPENTRY</b>		<b>\$ 4,990</b>
A. Replace sweeps on 4 pedestrian doors.	incl.	
B. Hang, finish, prime sheetrock 1 wall in vehicle bay.	incl.	
C. Replace 4 locksets with combination locks.	incl.	
D. Replace 1 pedestrian door.	\$ 3,590	
E. Repair kitchen drawers.	\$ 100	
F. Install upper kitchen cabinets.	\$ 600	
G. Replace vandalized bunkroom door.	\$ 200	
H. Miscellaneous hardware & repairs.	\$ 500	
<b>6. CEILINGS &amp; FLOORING</b>		<b>\$ 13,867</b>
A. Replace training/mtg room carpet with VCT and PVC shoe mold.	\$ 2,821	
B. Replace day room carpet with VCT and PVC shoe mold.	\$ 3,100	
C. Replace tile w/ sheet vinyl & PVC shoe mold 3 bath + laund.	\$ 2,000	
D. Replace ceiling in training/mtg room w/ 2x2 grid ceiling.	\$ 2,446	
E. Replace carpet in 2 bunk rms & 2 ofcs w/ tile & PVC shoe mold.	\$ 3,500	
<b>7. INSULATION</b>		<b>\$ 500</b>
A. Repair vehicle bay insulation.	\$ 500	
<b>8. PAINTING</b>		<b>\$ 3,500</b>
A. Prep & painting throughout.	\$ 3,500	
<b>9. OTHER/MISC</b>		<b>\$ 32,885</b>
A. Repair 1 fire extinguisher, mount 2, inspect 2.	\$ 125	
B. Furnish 1 yellow flammables cabinet for vehicle bays.	\$ 300	
C. Furnish compressed gas bottle storage cage for vehicle bays.	\$ 400	
D. Install ~30x50 concrete pad at vehicle bay.	\$ 15,000	
E. Repave (grind, base, pave) all asphalt except future concrete pad.	\$ 14,555	
F. Remove overhanging & surplus trees, leaves near bldg.	\$ 1,005	
G. Install rolling vehicle barrier posts at ravine.	\$ 1,000	
H. Replace flagpole.	\$ 500	

## FLUVANNA COUNTY BOARD OF SUPERVISORS

### AGENDA ITEM STAFF REPORT

<b>MEETING DATE:</b>	August 17, 2016				
<b>AGENDA TITLE:</b>	VDOT Quarterly Report				
<b>MOTION(s):</b>					
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			<b>XX</b>		
<b>STAFF CONTACT(S):</b>	Jason Stewart, Planning and Zoning Administrator				
<b>PRESENTER(S):</b>	Alan Saunders, PE, VDOT Louisa Residency				
<b>RECOMMENDATION:</b>					
<b>TIMING:</b>					
<b>DISCUSSION:</b>					
<b>FISCAL IMPACT:</b>					
<b>POLICY IMPACT:</b>					
<b>LEGISLATIVE HISTORY:</b>					
<b>ENCLOSURES:</b>	VDOT June 2016 Fluvanna Report				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other





## Culpeper District Fluvanna County Monthly Report July 2016

### Preliminary Engineering

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Route 53 Safety Improvements HSIP Project Rumble Strips	Right of Way	Advertisement	TBD
Route 53 Safety improvements at Route 618	Right of Way	Scope	TBD*
Roundabout at US 15 and Route 53	Right of Way NTP	Advertisement	June 2016
Route 600 North Boston Road	Authorize PE	On hold pending decision by County	TBD
Route 633 North Boston Road – Reconstruction	--	Project Scoping	2023
Route 629 Deep Creek Road– Bridge Replacement	--	Project Scoping	January 2018

\* Pending funding from HB-2

### Construction Activities

#### Bridge Projects

- **Route 6 Rivanna River Bridge**—Bridge is currently closed. Continue work on Phase 2 Structure (Deck Placement, rails, etc...). Anticipate Completion July 31, 2016
- **Bridge Deck Cleaning and Washing** – In process of renewing contract; awaiting next list of structures. Contract is renewable.
- **SF – 652 (Str. 6030) Superstructure Replacement** – July 2016 anticipated start
- **SF – 0629 (Str. 6021) Superstructure Replacement** – November 2016 anticipated start

#### Resurfacing Projects

- **Plant Mix**—Work is underway. See attached route listing.
- **Surface Treatment**—To begin in July. See attached route listing.

## Traffic Engineering

### Completed studies:

- **Route 6**  
Speed study; complete. A secondary review is underway VDOT Study Number— 065-0006-20160304-011
- **Route 250 at Better Living Drive**  
Turn lane review; installation pending VDOT Study Number— 003-0250-20160520-010

### Studies under review:

- **Route 652 Academy Road**  
Speed study; pending VDOT Study Number— 003-0652-20160609-011

## Maintenance Activities

VDOT Area Headquarter crews completed the following activities during the past month. For specific route activities, please contact the Charlottesville Residency Office.

- Drainage repairs made on 3 primary routes and 13 secondary routes
- Machining operations on 28 NHS secondary routes
- Mowing operations on all primary routes and 26 secondary routes
- Patching operations performed on 13 secondary routes
- Shoulders repaired on 1 secondary route
- Trimming on 2 primary routes and 3 secondary routes

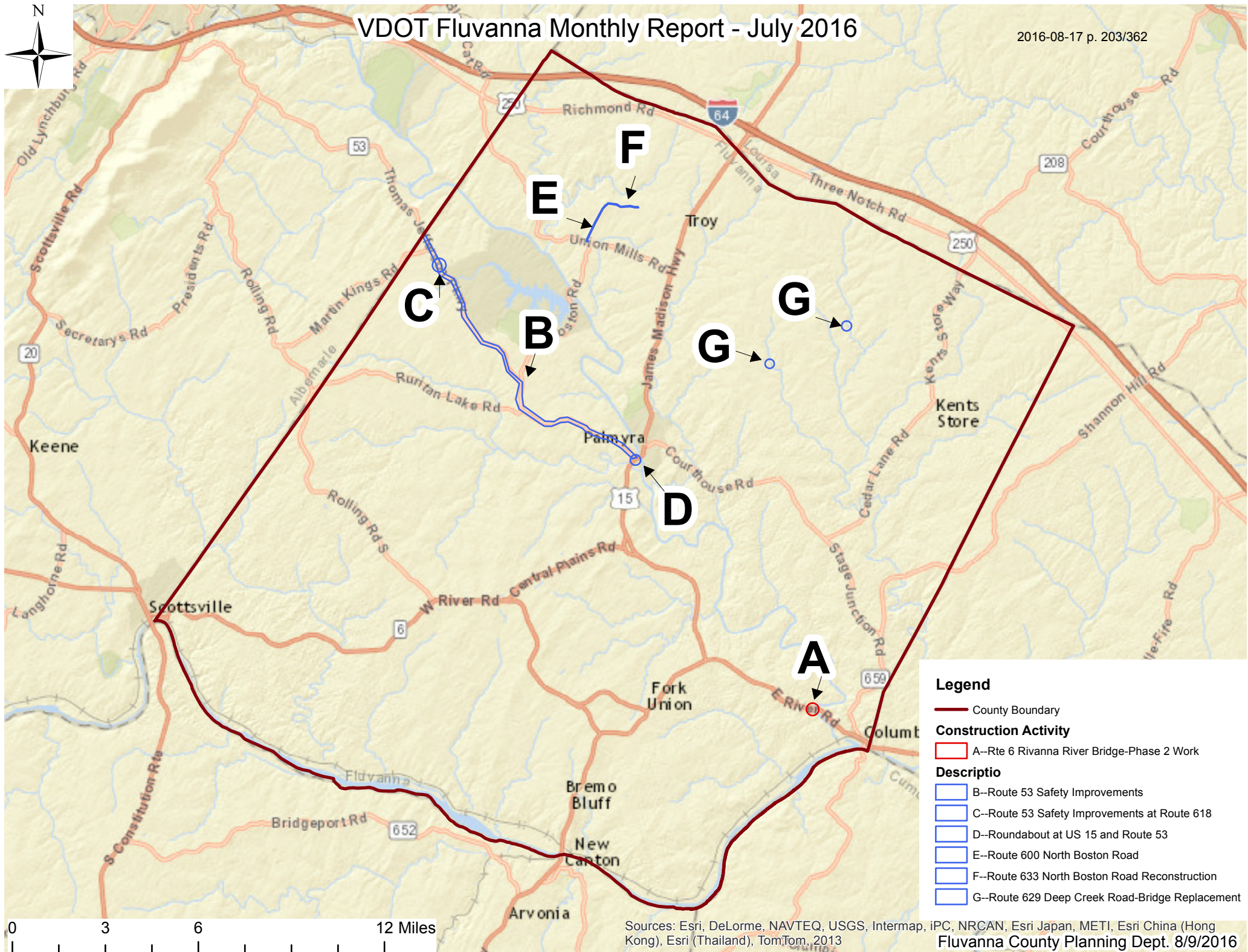
### BOS Manual Link:

[http://www.virginiadot.org/business/resources/local\\_assistance/BOSManual-2015.pdf](http://www.virginiadot.org/business/resources/local_assistance/BOSManual-2015.pdf)

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

# VDOT Fluvanna Monthly Report - July 2016

2016-08-17 p. 203/362



**Surface Treatment - 2016****Fluvanna County**

Route	From MP	To MP	Length	From Desc	To Desc
601 Venable Road	9.44	13.17	3.73	Rte. 659	Rte. 653
605 Shannon Hill Road	0	3.19	3.19	Rte. 659	Goochland County Line
606 Rose Hill Road	0.24	1.15	0.91	Rte. 659	End State Maintenance
643 Transco Road	0	1.9	1.9	Rte. 637	Rte. 620
650 Mountain Hill Road	0	4.12	4.12	Rte. 640	Rte. 6
653 Three Chopt Road	0	2.4	2.4	Louisa CL	Rte. 250
663 Georges Mill Road	0	2.8	2.8	Rte. 601	Rte. 608
669 Kidds Dairy Road	0	4.84	4.84	Rte. 620	Rte. 637
675 Drivers Hill Road	0	0.55	0.55	Rte. 6	End State Maintenance
689 Edgecomb Road	0	0.3	0.3	Rte. 250	Rte. 615
706 Aldridge Lane	0	0.75	0.75	Rte. 669	End State Maintenance
1020 Fair Oaks Drive	0	0.56	0.56	Rte. 619	End State Maintenance

**Plant Mix - 2016****Fluvanna County**

Route	From MP	To MP	Length	From Desc	To Desc
15 James Madison Hwy	2.4	3.86	1.46	Rt. 695	Rt. 655
600 N. Boston Road	4.7	5.7	1	Rte. 616	Rte. 633

# FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

**Meeting Date:** August 17, 2016

<b>AGENDA TITLE:</b>	Adoption of the Fluvanna County Board of Supervisors Regular Meeting Minutes.				
<b>MOTION(s):</b>	<b>I move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, August 3, 2016 Regular Meeting, be adopted.</b>				
<b>CATEGORY</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>XX</b>	
<b>STAFF CONTACT(S):</b>	Kelly Belanger Harris, Clerk to the Board				
<b>PRESENTER(S):</b>	Steven M. Nichols, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	None				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	None				
<b>ENCLOSURES:</b>	Draft minutes for August 3, 2016				
<b>REVIEWS</b>	Legal	Finance	Purchasing	HR	Other



**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**ORGANIZATIONAL MEETING AND REGULAR MEETING MINUTES**  
**Circuit Court Room**  
**August 03, 2016**  
**Regular Meeting 4:00 pm**

**MEMBERS PRESENT:** Mike Sheridan, Columbia District, Chair  
Mozell Booker, Fork Union District, Vice Chair  
Patricia Eager, Palmyra District  
Donald W. Weaver, Cunningham District

**MEMBERS ABSENT:** Tony O'Brien, Rivanna District

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

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

Chair Sheridan called to order the Regular Meeting of Wednesday August 3, 2016, at 4:00pm, in the Circuit Courtroom in Palmyra, Virginia. After the Pledge of Allegiance was recited, Chair Sheridan called for a moment of silence.

**ADOPTION OF AGENDA**

Noting that Tab T: Palmyra Rescue Building Facility Requirements has been deferred and VDOT SMART SCALE Program Overview has been added to Presentations,

**MOTION**

Mrs. Booker moved to accept the Agenda, as amended, for the August 3, 2016, Regular Meeting of the Board of Supervisors. Mr. Weaver seconded and the Agenda was adopted with a vote of 4-0. AYE: Sheridan, Booker, Eager, and Weaver. NAY: None. ABSENT: O'Brien.

**COUNTY ADMINISTRATOR'S REPORT**

Mr. Nichols reported on the following topics:

- New Employees:
  - New Administrative Program Specialist in the Public Works Department—Shannon Race, began work Wednesday, July 13th
  - New Facilities Maintenance Specialist in the Public Works—Peter Welch, began work Thursday, July 14th
  - New Senior Planner in the Planning/Zoning Dept.—Brad Robinson, began work Thursday, July 21st
  - New Senior Program Support Assistant in the Planning/Zoning Dept.—Stephanie Keuther, began work Monday, August 1st
- Historical Society working on a upcoming publication on Rosenwald Schools in Fluvanna
- The Fluvanna County Master Gardeners donated an owl weathervane to the Community Garden—Jan Pavlacka, a Community Garden member, volunteered his time to attach the weathervane to the existing picnic shelter in the Garden area
- Kudos for Planning/Zoning Department from Charlottesville-area realtor
- Kudos for VDOT—Assisted with opening up the site lines off the Route 15 bridge at the Route 53 intersection for one of our local businesses.
- Cunningham Creek Winery—Ribbon Cutting and Grand Opening held July 20<sup>th</sup>, Fluvanna's second winery
- QUAD-COUNTY BUSINESS SUMMIT: October 5th, 7:30 am – 1:00 pm, The Pavilion on Lakeland Farm, located in Orange, VA—Hosted by Fluvanna County, Greene County, Orange County, and Louisa County Offices of Economic Development, along with the Orange Downtown Alliance, Central Virginia Small Business Development Center and Orange County Chamber of Commerce.
- Proposed Community Meeting: "Land Management Along Utility Easements"
  - Likely in October at Library or Community Center. Would involve interested community members, VCE, Master Gardeners, P&R, other related organizations/agencies. **Board Direction:** Proceed with coordinating Community Meeting.
- Citizen Concern - Leash/Barking Dog Laws Leash laws for animals at large in Lake Monticello.
  - Would like to see a similar exception to the leash laws in neighborhoods like Sycamore Square or other neighborhoods of similar population densities. Requests that regulations against EXCESSIVE barking be put in place, at least in the more densely populated areas.
- EMS Cost Recovery: YTD Net Collections (as of 8/1/16) = \$336,092
- Virginia Initiative for Growth & Opportunity (GO Virginia): Draft RESOLUTION OF SUPPORT? For August 17th Agenda? **Board Direction:** add GO Virginia Support Resolution to the Aug 17, 2016, Consent Agenda.
- Next Meetings:
  - Wed, Aug 17, 4:00 PM, Land Use Work Session, Courtroom; 7:00 PM, Regular Meeting, Courtroom
  - Wed, Sep 7, 4:00 PM, Regular Meeting Courtroom
  - Wed, Sep 21, 7:00 PM, Regular Meeting, Courtroom

**BOARD OF SUPERVISORS UPDATE**

Booker—Fluvanna County Extension Leadership Council, Mayors and Chairs, VACO New Supervisors Forum at the Fluvanna County Library, Fluvanna Louisa Housing, Community Management, National Night Out,  
 Eager—Social Services Board, Planning Commission, National Night Out.  
 Sheridan—July Finance Board.  
 Weaver—July Jail Board.

**PUBLIC COMMENTS #1**

At 4:46pm, Chair Sheridan opened the first round of Public Comment.

Perry Johnson, 5039 James Madison Highway, School Board offered the Board a resource for the Rosenwald Schools. Karen Lindermuth has written a thesis on these schools.

There being no one else wishing to speak, Chair Sheridan closed the first round of Public Comments at 4:46pm.

**PUBLIC HEARINGS**

None.

**ACTION MATTERS**

*Ambulance Restocking Agreement for Cost Recovery (Revised)*—Cheryl Elliott, Emergency Services Coordinator, presented an updated agreement with Rector and Visitors of the University of Virginia Medical Center to maintain appropriate supplies in the ambulance used by the contract rescue crew in support of Fluvanna County's public safety efforts.

After general discussion,

**MOTION**

Mrs. Booker moved the Board of Supervisors approve the Ambulance Restocking Agreement between the Rector and Visitors of the University of Virginia on behalf of its Medical Center, and the County of Fluvanna, documenting the relationship among the Medical Center, the Rescue Squads and the County with regard to restocking of ambulance pharmaceutical and medical supplies, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney. Mr. Weaver seconded and the motion passed 4-0. AYE: Sheridan, Booker, Eager, & Weaver. NAY: None. ABSENT: O'Brien.

*E911 Radio Project: Project Management Addendum (Black & Veatch)*—Cheryl Elliott, Emergency Services Coordinator, brought forward an addendum to the contract with Black and Veatch, regarding project management of the E911 Radio Project. This addendum specifies that current changes will have a \$0 price adjustment to the contract.

With no discussion,

**MOTION**

Mrs. Eager moved the Board of Supervisors approve the "Second Addendum to Agreement for Emergency Communication Radio System Project Management and System Implementation Support Services" with Black & Veatch, with \$0 price adjustment for this modification, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney. Mrs. Booker seconded and the motion passed 4-0. AYE: Sheridan, Booker, Eager, & Weaver. NAY: None. ABSENT: O'Brien.

*Ground Survey Services for Zion Crossroads Water and Sewer System*—Cyndi Toler, Purchasing Officer, came before the Board with a request to approve a supplemental appropriation to be used to complete preliminary design phase of the project.

After clarification of total budget and funding options,

**MOTION**

Mrs. Booker moved the Board of Supervisors approve a supplemental appropriation for \$30,000 from Uncommitted Fund Balance to the Zion Crossroads Water and Sewer System project budget with the funds necessary to complete the 65% preliminary design phase of the project. Mrs. Eager offered second and the motion passed 4-0. AYE: Sheridan, Booker, Eager, & Weaver. NAY: None. ABSENT: O'Brien.

And,

Mrs. Booker moved the Board of Supervisors to approve Task Order #3 between Fluvanna County and Bowman Consulting Group LTD to complete the ground surveying services for the Zion Crossroads Water & Sewer System totaling \$92,000.00, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney. Mrs. Eager offered second and the motion passed 4-0. AYE: Sheridan, Booker, Eager, & Weaver. NAY: None. ABSENT: O'Brien.

**PRESENTATIONS**

*Crofton Park Master Plan Proposal* — Steven M. Nichols, County Administrator, invited Mr. Marvin Moss, President of the Heritage Trails Foundation, to provide an overview of a proposal for "Crofton Park." Mr. Moss sought permission for Land Planning and Design Associates, Inc., (LPDA) to access County-owned property in order to create a trail Master Plan for the proposed "Crofton Park." ***Board concurred with the proposal.***

*Palmyra Rescue Building Facility Requirements* — Cheryl Elliott, Emergency Services Coordinator--**DEFERRED**

*VDOT SMART SCALE Program Overview* — Jason Stewart, Planning/Zoning Administrator, briefed the Board on the VDOT SMART SCALE Program, formerly known as HB2. Virginia's SMART SCALE is focused on matching transportation projects with funding and ensuring the best use of limited tax dollars. Transportation projects are scored based on an objective, outcome-based process that is transparent to the public and allows decision-makers to be held accountable to taxpayers. Once

projects are scored and prioritized, the Commonwealth Transportation Board (CTB) has the best information possible to select the right projects for funding. The County must submit “Notice of Intent to Apply” by August 15, 2016, with final deadline for applications on September 30, 2016.

Potential projects discussed included:

Palmyra Streetscape	Ruritan Lake Rd (619) and Route 53 (roundabout)
Fork Union Streetscape (add'l phases)	Accommodations on Route 53 (bike lanes)
Route 250 Widening - Route 15 west to Troy Rd (631)	Possible pedestrian/bike bridge connecting Palmyra and Pleasant Grove Park (Sheridan)
Lake Monticello Rd (618) / South Boston Rd (600)	North Boston Rd (633) – from Paynes Mill Rd (600) going east toward Troy Rd (631) (Eager)
Lake Monticello Rd Improvements (618) due to high amount of accidents	

The Board prioritized the following projects for submission to VDOT:

Potential SMART SCALE Projects	BOS Ranking
1. Ruritan Lake Rd (619) and Route 53 ( roundabout)	A
2. North Boston Rd (633) – from Paynes Mill Rd (600) going east toward Troy Rd (631)	A
3. Palmyra Streetscape	A
4. Lake Monticello Rd (618) / South Boston Rd (600)	B
5. Accommodations on Route 53 (bike lanes)	B
6. Route 603 - One Lane Bridges (Tabscot Road)	B
7. Route 250 Widening - Route 15 west to Troy Rd (631)	C
8. Fork Union Streetscape (add'l phases)	C

CONSENT AGENDA

The following items were discussed before approval:

AP Report, June 2016—Eric Dahl, Deputy County Administrator & Finance Director

The following items were approved under the Consent Agenda:

- Minutes of the July 6, 2016—Kelly Belanger Harris, Clerk to the Board
- AP Report, June 2016—Eric Dahl, Deputy County Administrator & Finance Director
- FY17 Supplemental Appropriation Request for Families Learning Together (FLT) Program — Ed Breslauer, FCPS Finance Director
- FY16 Aid to Localities Funding – Fire Department—Martin Brookhart, Management Analyst
- FY17 Schools Cafeteria Fund Supplemental Appropriation — Ed Breslauer, FCPS Finance Director
- CRM - FCHS Equipment Shed — Martin Brookhart, Management Analyst
- CRM – FCPS Floor Scrubber — Martin Brookhart, Management Analyst
- FY16 Department of Social Services Share of the Cost Allocation Funds — Martin Brookhart, Management Analyst
- FY17 Library State Aid Budget Supplement — Martin Brookhart, Management Analyst
- Replacement of Thermal Imaging Cameras for Fire and Rescue—Cyndi Toler, Purchasing Officer
- Closed Landfill Gas Monitoring—Cyndi Toler, Purchasing Officer
- Closed Landfill Groundwater Monitoring Program—Cyndi Toler, Purchasing Officer
- Closed Landfill Quarterly Site Inspection—Cyndi Toler, Purchasing Officer
- FY16 Voluntary Contributions—Martin Brookhart, Management Analyst

MOTION

Mr. Weaver moved to approve the items on the Consent Agenda, including Accounts Payable in the amount of \$2,160,691.35, for August 3, 2016. Mrs. Booker seconded and the motion passed 4-0. AYE: Sheridan, Booker, & Eager, and Weaver. NAY: None. ABSENT: O’Brien.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Mrs. Eager asked for a review of expenses. Mr. Nichols indicated that Staff would present a list of possible expense reductions at the August 17, 2016.

PUBLIC COMMENTS #2

At 5:55pm, Chair Sheridan opened the floor for the second round of public comments. With no one else wishing to speak, Chair Sheridan closed the second round of public comments at 5:55pm.

CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING

At 5:54pm, Mr. Weaver moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.3, and A.7, & A.19, of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Real Estate, Legal Matters, and Public Safety. Mrs. Booker seconded and the motion carried, with a vote of 4-0. AYE: Sheridan, Booker, Eager, and Weaver. NAY: None. ABSENT: O’Brien.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 9:55pm, Mr. Weaver moved that the Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED to the best of my knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as

amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting.” Mrs. Booker seconded. The motion carried, with a roll call vote of 4-0. AYE: Sheridan, Booker, Eager, and Weaver. NAY: None. ABSENT: O’Brien.

**MOTION TO EXTEND**

Mrs. Eager moved to extend the August 3, 2016 Board of Supervisors meeting until 11:00pm. Mrs. Booker seconded and the motion passed 4-0. AYE: Sheridan, Booker, Eager, & Weaver. NAY: None. ABSENT: O’Brien.

**MOTION**

Mrs. Eager moved the Fluvanna County Board of Supervisors adopt the resolution entitled “Community Service “Community Service Award Resolution Recognizing Rudy Garcia”. Mr. Weaver seconded and the motion passed 4-0. AYE: Sheridan, Booker, Eager, & Weaver. NAY: None. ABSENT: O’Brien.

**ADJOURN**

**MOTION:**

At 9:57pm, Mr. Weaver moved to adjourn the meeting of Wednesday, August 3, 2016. Mrs. Booker seconded and the motion carried with a vote of 4-0. AYE: Sheridan, Booker, Eager, & Weaver. NAY: None. ABSENT: O’Brien.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Kelly Belanger Harris  
Clerk to the Board

\_\_\_\_\_  
John M. Sheridan  
Chair

DRAFT

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# COUNTY OF FLUVANNA

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*"Responsive & Responsible Government"*

2016-08-17 p. 211/362  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
[www.fluvannacounty.org](http://www.fluvannacounty.org)

## MEMORANDUM

**Date:** August 17, 2016  
**From:** Finance Department  
**To:** Board of Supervisors  
**Subject:** **Accounts Payable Report for July 2016**

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

CATEGORY	AMOUNT
General	\$1,753,939.45
Capital Improvements	\$1,322,731.96
Debt Service	\$3,316,984.17
Sewer	\$2,234.69
Fork Union Sanitary District	\$19,267.03
<b>TOTAL AP EXPENDITURES</b>	<b>\$6,415,157.30</b>
Payroll	\$1,079,431.23
<b>TOTAL</b>	<b>\$7,494,588.53</b>


## **MOTION**


I move the Accounts Payable and Payroll be ratified for **July 2016** in the amount of **\$7,494,588.53**


Encl:  
AP Report


	A	B	C	D	F	G	H	I	J	
1										
2	County of Fluvanna			From Date: 7/1/2016						
3	Accounts Payable List			To Date: 7/31/2016						
4										
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
7	Fund # - 100 GENERAL FUND									
8	GENERAL FUND									
9	HERBERT L BESKIN, TRUSTEE	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 070116	000000044281	6/30/2016	7/29/2016	395.00			
10	HERBERT L BESKIN, TRUSTEE	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 071516	000000044599	7/14/2016	7/29/2016	395.00			
11	HERBERT L BESKIN, TRUSTEE	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 072916	000000045103	7/28/2016	7/29/2016	395.00			
12	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 070116	000000044282	6/30/2016	7/29/2016	131.52			
13	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 071516	000000044600	7/14/2016	7/29/2016	133.43			
14	ST PETERS & PAUL CATHOLIC CHURCH	PLANNING ESCROW	BOND REDUCTION	070716	7/8/2016	7/8/2016	5,352.00			
15	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 070116	000000044283	6/30/2016	7/29/2016	304.12			
16	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 071516	000000044601	7/14/2016	7/29/2016	370.05			
17							Total:	\$7,476.12		
18										
19	REAL ESTATE TAXES									
20	CREASY, MARK & TASHA	R E 2013 - 1ST	RE 2013 38-A-40B CORRECTED CODE TO D/W	44357	7/1/2016	7/1/2016	107.78			
21	CREASY, MARK & TASHA	R E 2013 - 2ND	RE 2013 38-A-40B CORRECTED CODE TO D/W	44357	7/1/2016	7/1/2016	107.78			
22	CREASY, MARK & TASHA	R E 2014 - 1ST	RE 2014 38-A-40B CORRECTED CODE TO D/W	44359	7/1/2016	7/1/2016	119.30			
23	CREASY, MARK & TASHA	R E 2014 - 2ND	RE 2014 38-A-40B CORRECTED CODE TO D/W	44359	7/1/2016	7/1/2016	119.31			
24	CREASY, MARK & TASHA	R E 2015 - 1ST	RE 2015 38-A-40B CORRECTED CODE TO D/W	44361	7/1/2016	7/1/2016	161.37			
25	CREASY, MARK & TASHA	R E 2015 - 2ND	RE 2015 38-A-40B CORRECTED CODE TO D/W	44361	7/1/2016	7/1/2016	161.37			
26	MOORE, RICHARD E. & JOANN B.	R E 2013 - 1ST	RE 2013 58-2-1G - VETERANS RELIEF REFUND	44358	7/1/2016	7/1/2016	539.81			
27	MOORE, RICHARD E. & JOANN B.	R E 2013 - 2ND	RE 2013 58-2-1G - VETERANS RELIEF REFUND	44358	7/1/2016	7/1/2016	539.80			
28	MOORE, RICHARD E. & JOANN B.	R E 2014 - 1ST	RE 2014 58-2-1G VETERANS RELIEF REFUND	44360	7/1/2016	7/1/2016	597.52			
29	MOORE, RICHARD E. & JOANN B.	R E 2014 - 2ND	RE 2014 58-2-1G VETERANS RELIEF REFUND	44360	7/1/2016	7/1/2016	597.52			
30	MOORE, RICHARD E. & JOANN B.	R E 2015 - 1ST	RE 2015 58-2-1G VETERANS RELIEF REFUND	44362	7/1/2016	7/1/2016	632.44			
31	MOORE, RICHARD E. & JOANN B.	R E 2015 - 2ND	RE 2015 58-2-1G VETERANS RELIEF REFUND	44362	7/1/2016	7/1/2016	632.45			
32	PARASKI, FILOFTEIA	R E 2014 - 1ST	RE 2014 9-9-2 - adjust finished sq feet	44971	7/26/2016	7/28/2016	104.72			
33	PARASKI, FILOFTEIA	R E 2014 - 2ND	RE 2014 9-9-2 - adjust finished sq feet	44971	7/26/2016	7/28/2016	104.72			
34	PARASKI, FILOFTEIA	R E 2015 - 1ST	RE 2015 9-9-2 adjust finished sq feet	44972	7/26/2016	7/28/2016	68.77			
35	PARASKI, FILOFTEIA	R E 2015 - 2ND	RE 2015 9-9-2 adjust finished sq feet	44972	7/26/2016	7/28/2016	68.78			
36	PARKER, ROBERT E.	R E 2015 - 1ST	RE 2015 18A-5-499	44525	7/11/2016	7/15/2016	702.57			
37	WALTON, FRANK & EVELYN	R E 2016 - 1ST	RE 2016 22-2-19 - VETERANS RELIEF	44973	7/26/2016	7/28/2016	505.73			
38							Total:	\$5,871.74		
39										
40	REAL & PERSONAL PUBLIC SERV									
41	T-MOBILE LICENSE LLC	PS CORP 2015 - 1ST	RE 2015 6691-OVERPAYMENT	44363	7/1/2016	7/1/2016	257.02			
42	T-MOBILE LICENSE LLC	PS CORP 2015 - 2ND	RE 2015 6691-OVERPAYMENT	44363	7/1/2016	7/1/2016	14.90			
43							Total:	\$271.92		
44										
45	PERSONAL PROPERTY TAXES									
46	CADY, KENNETH LAWRENCE	P P 2016 - 1ST	PP 2016 3741-PAID IN ERROR, SOLD IN 2015	44366	7/1/2016	7/1/2016	2.18			
47	CCAP AUTO LEASE LTD	P P 2016 - 1ST	PP 2016 471- PPTR ON 2015 DODGE (9096)	44977	7/26/2016	7/28/2016	184.87			
48	COBB, JANE DAVIS	P P 2016 - 1ST	PP 2016 200698	44527	7/11/2016	7/15/2016	7.34			


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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>		
49	DENSON, PAMELA JEAN	P P 2016 - 1ST	PP 2016 230245-PAID IN ERROR	44367	7/1/2016	7/1/2016	46.59		
50	EGNOR, STEPHANIE NICOLE	P P 2014 - 1ST	PP 2014 217671 - refund 2014	44974	7/26/2016	7/28/2016	80.30		
51	EGNOR, STEPHANIE NICOLE	P P 2014 - 2ND	PP 2014 217671 - refund 2014	44974	7/26/2016	7/28/2016	80.29		
52	HVT INC AS TRUSTEE FOR HONDA LEASE	P P 2015 - 1ST	PP 2015 198041 VIN 6361 REFUND FOR PPTRA	44364	7/1/2016	7/1/2016	146.82		
53	HVT INC AS TRUSTEE FOR HONDA LEASE	P P 2015 - 2ND	PP 2015 198041 VIN 6361 REFUND FOR PPTRA	44364	7/1/2016	7/1/2016	146.83		
54	LICKS, DOUGLAS FREDERICK	P P 2015 - 1ST	PP 2015 223233 - 2010 Acura	44975	7/26/2016	7/28/2016	198.49		
55	OTTO, KIRK WILLIAM	P P 2015 - 1ST	PP 2015 2030-PAID IN ERROR	44365	7/1/2016	7/1/2016	762.12		
56	OTTO, KIRK WILLIAM	P P 2015 - 2ND	PP 2015 2030-PAID IN ERROR	44365	7/1/2016	7/1/2016	762.12		
57	PEEBLES, EDNA LEE	P P 2016 - 1ST	PP 2016 208895	44529	7/12/2016	7/15/2016	28.77		
58	SEFTNER, KRISTINA MARIE	P P 2015 - 1ST	PP 2015 2169 2008 Ford	44976	7/26/2016	7/28/2016	86.62		
59	TIGER FUEL COMPANY	P P 2016 - 1ST	PP 2016 227067 - corrected BPP	44978	7/26/2016	7/28/2016	6,554.14		
60							<b>Total:</b>	<b>\$9,087.48</b>	
61									
62	<b>OTHER LOCAL TAXES</b>								
63	CALLAHAN, PATRICIA MARIE	ADMIN FEE VEHICLE LICENSE	PP 2016 217410	44526	7/11/2016	7/15/2016	398.03		
64	DENSON, PAMELA JEAN	ADMIN FEE VEHICLE LICENSE	PP 2016 230245-PAID IN ERROR	44367	7/1/2016	7/1/2016	33.00		
65	EGNOR, STEPHANIE NICOLE	ADMIN FEE VEHICLE LICENSE	PP 2014 217671 - refund 2014	44974	7/26/2016	7/28/2016	33.00		
66	OTTO, KIRK WILLIAM	ADMIN FEE VEHICLE LICENSE	PP 2015 2030-PAID IN ERROR	44365	7/1/2016	7/1/2016	33.00		
67	PEEBLES, EDNA LEE	ADMIN FEE VEHICLE LICENSE	PP 2016 208895	44529	7/12/2016	7/15/2016	33.00		
68	SEFTNER, KRISTINA MARIE	ADMIN FEE VEHICLE LICENSE	PP 2015 2169 2008 Ford	44976	7/26/2016	7/28/2016	33.00		
69							<b>Total:</b>	<b>\$563.03</b>	
70									
71	<b>PERMITS/FEES/LICENSES</b>								
72	NANCY T. BOWLES	SUBDIVISION & PLAT REVIEW	SUB 16:0009 OVER PAYMENT (REFUND)	061716	6/30/2016	7/28/2016	200.00		
73							<b>Total:</b>	<b>\$200.00</b>	
74									
75	<b>CHARGES FOR SERVICES</b>								
76	TOBY MARKHAM	LANDFILL RECEIPTS	REFUND (INACCURATE WEIGH/SCALES)	072116	7/16/2016	7/28/2016	13.40		
77							<b>Total:</b>	<b>\$13.40</b>	
78									
79	<b>MISCELLANEOUS</b>								
80	BANK OF AMERICA	OTHER	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	33.15		
81	BANK OF AMERICA	OTHER	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	100.00		
82	BANK OF AMERICA	OTHER	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	402.17		
83							<b>Total:</b>	<b>\$535.32</b>	
84									
85	<b>BOARD OF SUPERVISORS</b>								
86	ACCELA INC	CONTRACT SERVICES	LEGISLATIVE MGMT BOARDS & COMMISSIONS	ACC21127	6/30/2016	7/21/2016	4,896.00		
87	BANK OF AMERICA	ADVERTISING	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	149.95		
88	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	34.47		
89	BANK OF AMERICA	OTHER OPERATING	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	(\$62.58)		
90	BANK OF AMERICA	OTHER OPERATING	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	17.88		

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2									
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
91	BANK OF AMERICA	OTHER OPERATING	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	62.58		
92	MATTHEW BENDER & CO INC	BOOKS/PUBLICATIONS	LEGAL ETHICS	62695330 65863114	6/30/2016	7/21/2016	306.21		
93	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	061916	6/30/2016	7/21/2016	421.16		
94	RECTOR & VISITORS OF THE UNIVERSITY	DUES OR ASSOCIATION	ANNUAL MEMBERSHIP	MVIG2598	7/5/2016	7/21/2016	1,000.00		
95	ROBINSON FARMER & COX	PROFESSIONAL SERVICES	COST ALLOCATION PLAN	065102 0616	6/29/2016	7/1/2016	3,500.00		
96	SCARLETT'S FLOWERS & GIFT	OTHER OPERATING	PEACE LILY-VEST	4037	7/5/2016	7/21/2016	75.00		
97	VERIZON	TELECOMMUNICATIONS	WIRELESS	9767325566	6/29/2016	7/1/2016	219.87		
98	VIRGINIA ASSOCIATION OF COUNTIES	DUES OR ASSOCIATION	COUNTY DUES	IVC0604595	7/1/2016	7/1/2016	5,494.00		
99									
100									
101	COUNTY ADMINISTRATOR								
102	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	20.00		
103	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	(\$14.24)		
104	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	15.00		
105	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 0616	6/29/2016	7/1/2016	10.99		
106	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 071616	7/16/2016	7/28/2016	11.36		
107	FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING	2016F25-10	6/30/2016	7/21/2016	51.00		
108	FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING	2016F26-11	6/30/2016	7/21/2016	229.00		
109	KODIAK, LLC.	LEASE/RENT	SHRED	57457	6/30/2016	7/21/2016	35.00		
110	KODIAK, LLC.	LEASE/RENT	SHREDDING	57905	7/19/2016	7/21/2016	35.00		
111	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	061916	6/30/2016	7/21/2016	1.35		
112	PITNEY BOWES	LEASE/RENT	LEASE CHARGES	3300674874	6/30/2016	7/21/2016	595.68		
113	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	G3464300-16	6/30/2016	7/15/2016	118.60		
114	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	14.00		
115	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	26.53		
116	STEVEN NICHOLS	MILEAGE ALLOWANCES	MILEAGE	062816	6/29/2016	7/1/2016	157.44		
117	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T300402	6/29/2016	7/1/2016	47.33		
118	VACORP	PROFESSIONAL SERVICES	INSURANCE	8114	7/7/2016	7/8/2016	221.00		
119	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	18935700	6/29/2016	7/1/2016	215.20		
120	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	STAPLER FINISHER	18996098	7/7/2016	7/8/2016	47.59		
121	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19095781	7/27/2016	7/28/2016	239.75		
122	VLGMA	DUES OR ASSOCIATION	MEMBERSHIP	070116	7/1/2016	7/21/2016	296.76		
123									
124									
125	COUNTY ATTORNEY								
126	PAYNE & HODOUS, LLP.	PROFESSIONAL SERVICES	LEGAL FEES	117800	6/30/2016	7/21/2016	14,556.11		
127									
128									
129	COMMISSIONER OF THE REVENUE								
130	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	125.00		
131	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	300.00		
132	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	395.80		


	A	B	C	D	F	G	H	I	J
1	<div> <div>County of Fluvanna</div> <div>Accounts Payable List</div> </div> <div> <div>From Date: 7/1/2016</div> <div>To Date: 7/31/2016</div> </div> <div>  </div>								
2									
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
133	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	439.98		
134	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	94.73		
135	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	421.19		
136	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1502-2016	6/30/2016	7/15/2016	225.00		
137	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 0616	6/29/2016	7/1/2016	18.31		
138	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 071616	7/16/2016	7/28/2016	18.93		
139	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	063016	6/30/2016	7/15/2016	23.79		
140	KODIAK, LLC.	LEASE/RENT	SHRED	57457	6/30/2016	7/21/2016	15.00		
141	KODIAK, LLC.	LEASE/RENT	SHREDDING	57905	7/19/2016	7/21/2016	15.00		
142	PITNEY BOWES	LEASE/RENT	LEASE CHARGES	3300714898	6/30/2016	7/15/2016	458.88		
143	PRICE DIGEST	OFFICE SUPPLIES	ABOS MARINE	268407 0717	7/15/2016	7/15/2016	264.25		
144	SHENANDOAH VALLEY WATER	OFFICE SUPPLIES	WATER	G4232210-16	6/30/2016	7/15/2016	74.56		
145	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	15.52		
146	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	144.56		
147	STONEWALL TECHNOLOGIES	PROFESSIONAL SERVICES	CONSULTING	8646	7/15/2016	7/15/2016	5,200.00		
148	STONEWALL TECHNOLOGIES	PROFESSIONAL SERVICES	MEMBERSHIP FEE	8664	6/30/2016	7/21/2016	300.00		
149	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T300402	6/29/2016	7/1/2016	56.05		
150	VERIZON	TELECOMMUNICATIONS	WIRELESS	9767325566	6/29/2016	7/1/2016	49.92		
151									
152									
153	<b>TREASURER</b>						<b>Total:</b>		<b>\$8,656.47</b>
154	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1499-2016	6/29/2016	7/1/2016	225.00		
155	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1503-2016	6/29/2016	7/1/2016	375.00		
156	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONF CALL WITH MUNIS/REAL ESTATE	1514-2016	7/6/2016	7/21/2016	200.00		
157	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 0616	6/29/2016	7/1/2016	21.98		
158	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 071616	7/16/2016	7/28/2016	22.72		
159	CHARLOTTESVILLE OFFICE MACHINE	MAINTENANCE CONTRACTS	MAINTENANCE	671195	6/30/2016	7/15/2016	90.00		
160	KODIAK, LLC.	LEASE/RENT	SHRED	57457	6/30/2016	7/21/2016	35.00		
161	KODIAK, LLC.	LEASE/RENT	SHREDDING	57905	7/19/2016	7/21/2016	35.00		
162	MECHUMS RIVER SECURITY	LEASE/RENT	QUARTERLY MONITORING	1441	7/15/2016	7/15/2016	60.00		
163	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	G3464500-16	6/30/2016	7/21/2016	65.05		
164	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T300402	6/29/2016	7/1/2016	31.18		
165	VERIZON	TELECOMMUNICATIONS	WIRELESS	9767325566	6/29/2016	7/1/2016	49.92		
166	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	18990127	6/30/2016	7/15/2016	158.20		
167	VIRGINIA DEPT. OF MOTOR VEHICLES	DMV-ONLINE	ACCT 546001282025	062416	6/29/2016	7/1/2016	80.00		
168	VIRGINIA DEPT. OF MOTOR VEHICLES	DMV-ONLINE	ACCT 546001282025	070616	7/7/2016	7/8/2016	100.00		
169									
170									
171	<b>INFORMATION TECHNOLOGY</b>						<b>Total:</b>		<b>\$1,549.05</b>
172	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	8.00		
173	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	14.99		
174	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	19.99		


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4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
175	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	40.00		
176	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	115.00		
177	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	157.81		
178	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	209.97		
179	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	239.88		
180	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	447.00		
181	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	16.62		
182	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	19.49		
183	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	26.42		
184	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	34.85		
185	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	44.12		
186	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	47.98		
187	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	48.99		
188	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	66.63		
189	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	127.52		
190	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	144.95		
191	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	237.98		
192	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	240.27		
193	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	475.96		
194	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	42.99		
195	CDW GOVERNMENT, INC.	EDP EQUIPMENT	WEB FILTER	DRB0148	7/14/2016	7/28/2016	5,352.00		
196	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 0616	6/29/2016	7/1/2016	7.33		
197	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 071616	7/16/2016	7/28/2016	7.57		
198	DELL MARKETING, L.P.	EDP EQUIPMENT	EQUIPMENT	XJXT32246	6/29/2016	7/1/2016	6,845.30		
199	DELL MARKETING, L.P.	EDP EQUIPMENT	EQUIPMENT	XJXT9P5M7	6/29/2016	7/1/2016	7,921.91		
200	DELL MARKETING, L.P.	EDP EQUIPMENT	SUPPLIES	XJTX31633	6/30/2016	7/21/2016	935.15		
201	DISYS SOLUTIONS, INC.	EDP EQUIPMENT	SUPPLIES	IN04202	6/30/2016	7/15/2016	1,888.89		
202	IBM CORPORATION	ADP SERVICES	BILLING	7605232	7/15/2016	7/15/2016	137.37		
203	TYLER TECHNOLOGIES	ADP SERVICES	APPLICATION SERVICES	045-159095	7/1/2016	7/1/2016	31,274.50		
204	VERIZON	TELECOMMUNICATIONS	WIRELESS	9767325566	6/29/2016	7/1/2016	151.79		
205						<b>Total:</b>	<b>\$57,349.22</b>		
206									
207	<b>FINANCE</b>								
208	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 0616	6/29/2016	7/1/2016	18.31		
209	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 071616	7/16/2016	7/28/2016	18.93		
210	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	061916	6/30/2016	7/21/2016	248.51		
211	PRINCE WILLIAM COUNTY	PRINTING AND BINDING	BUSINESS CARDS (MARTY)	30	7/8/2016	7/8/2016	36.74		
212	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	155.47		
213	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T300402	6/29/2016	7/1/2016	35.56		
214	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	18935702	6/29/2016	7/1/2016	169.45		
215	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19095782	7/27/2016	7/28/2016	169.45		
216						<b>Total:</b>	<b>\$852.42</b>		

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6	Vendor Name	Charge To	Description		Invoice Number	Invoice Date	Check Date		Check Amount
217									
218	<b>REGISTRAR/ELECTORAL BOARD</b>								
219	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	MONTHLY CHARGE		072734	7/7/2016	7/8/2016		155.00
220	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES		063016	6/30/2016	7/21/2016		16.40
221	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES		063016	6/30/2016	7/21/2016		24.01
222	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES		063016	6/30/2016	7/21/2016		67.87
223	CDW GOVERNMENT, INC.	MACHINERY AND EQUIPMENT	EQUIPMENT		DLN9359	7/7/2016	7/8/2016		2,192.00
224	DANIEL D. GRAFF	MILEAGE ALLOWANCES	MILEAGE		062916	6/30/2016	7/15/2016		114.48
225	HAROLD BOYD	PROFESSIONAL SERVICES	BASKETBALL CAMP		1	6/30/2016	7/15/2016		280.00
226	INTAB, LLC	OFFICE SUPPLIES	VOTING BOOTHS		146219A	7/7/2016	7/8/2016		199.90
227	JOYCE PACE	MILEAGE ALLOWANCES	MILEAGE		042716	7/7/2016	7/8/2016		100.71
228	PATRICIA HASTINGS	LEASE/RENT	MILEAGE		062816	6/30/2016	7/21/2016		136.08
229	SHENANDOAH VALLEY WATER	LEASE/RENT	SPRING WATER		G4031010-16	7/7/2016	7/8/2016		37.56
230	STAPLES CONTRACT & COMMERCIAL,	FURNITURE & FIXTURES	SUPPLIES		8039943980	6/30/2016	7/15/2016		199.99
231	STAPLES CONTRACT & COMMERCIAL,	FURNITURE & FIXTURES	SUPPLIES		8039943980	6/30/2016	7/15/2016		259.98
232	STAPLES CONTRACT & COMMERCIAL,	FURNITURE & FIXTURES	SUPPLIES		8039943980	6/30/2016	7/15/2016		325.00
233	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES		T300402	6/29/2016	7/1/2016		30.75
234	VERIZON	TELECOMMUNICATIONS	WIRELESS		9767325566	6/29/2016	7/1/2016		49.92
235	<b>Total:</b>								<b>\$4,189.65</b>
236									
237	<b>HUMAN RESOURCES</b>								
238	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL		309762613 0616	6/29/2016	7/1/2016		3.66
239	CENTURYLINK	TELECOMMUNICATIONS	FINANCE		309762613 071616	7/16/2016	7/28/2016		3.79
240	FLUVANNA REVIEW	RECRUITMENT	JOB POSTING		2016F26-10	7/7/2016	7/8/2016		63.00
241	FLUVANNA REVIEW	RECRUITMENT	AD - P & R SPECIALIST		2016F28-9	7/14/2016	7/21/2016		63.00
242	PIERCE GROUP BENEFITS	PROFESSIONAL SERVICES	HEALTH INSURANCE BROKER FEE		1 FLUVANNA	7/16/2016	7/28/2016		1,242.00
243	PROTECT YOUTH SPORTS	RECRUITMENT	BACKGROUND CHECK		440822	7/7/2016	7/8/2016		22.00
244	RECTOR & VISITORS OF THE UNIVERSITY	DUES OR ASSOCIATION	ANNUAL MEMBERSHIP		28612	7/16/2016	7/28/2016		270.00
245	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER		18958240	6/29/2016	7/1/2016		44.80
246	VIRGINIA MUNICIPAL LEAGUE	RECRUITMENT	CLASSIFIED JOB AD		062416	6/29/2016	7/1/2016		25.00
247	<b>Total:</b>								<b>\$1,737.25</b>
248									
249	<b>GENERAL DISTRICT COURT</b>								
250	CENTURYLINK	TELECOMMUNICATIONS	PHONE		309871364 61616	6/29/2016	7/1/2016		232.70
251	CENTURYLINK	TELECOMMUNICATIONS	FLUVANNA COURT		309871364 071616	7/16/2016	7/28/2016		230.59
252	PITNEY BOWES	MAINTENANCE CONTRACTS	LEASING CHARGES		3300719943	6/30/2016	7/8/2016		180.00
253	SHENANDOAH VALLEY WATER	MAINTENANCE CONTRACTS	SPRING WATER		G70017350-16	6/30/2016	7/8/2016		27.50
254	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES		8039943980	6/30/2016	7/15/2016		247.74
255	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES		T300402	6/29/2016	7/1/2016		35.04
256	VIRGINIA BUSINESS SYSTEMS	MAINTENANCE CONTRACTS	COPIER		18969485	6/30/2016	7/8/2016		161.51
257	<b>Total:</b>								<b>\$1,115.08</b>
258									


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1	<div>County of Fluvanna</div> <div>Accounts Payable List</div> <div>From Date: 7/1/2016</div> <div>To Date: 7/31/2016</div> <div>  </div>								
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
259	<b>COURT SERVICE UNIT</b>								
260	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 0616	6/29/2016	7/1/2016	14.65		
261	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 071616	7/16/2016	7/28/2016	15.15		
262	QUILL	OFFICE SUPPLIES	SUPPLIES	7062091 7078524	6/30/2016	7/15/2016	254.83		
263	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	G5790520-16	6/30/2016	7/15/2016	26.75		
264	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T300402	6/29/2016	7/1/2016	38.59		
265									
266									
267	<b>CLERK OF THE CIRCUIT COURT</b>								
268	ABC CHECK PRINTING	CONTRACT SERVICES	CHECK ORDER	61068	6/29/2016	7/1/2016	223.30		
269	CASKIE GRAPHICS, INC.	PRINTING AND BINDING	BINDER FOR DEED BOOKS	32153	6/29/2016	7/1/2016	294.62		
270	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 0616	6/29/2016	7/1/2016	29.30		
271	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 071616	7/16/2016	7/28/2016	30.29		
272	CHARLOTTESVILLE OFFICE MACHINE	OFFICE SUPPLIES	TONER CARTRIDGE	671239	7/16/2016	7/28/2016	75.00		
273	FLUVANNA CO CIRCUIT COURT	CONTRACT SERVICES	BANK SERVICE FEES	063016	6/30/2016	7/21/2016	150.51		
274	KODIAK, LLC.	LEASE/RENT	SHRED	57457	6/30/2016	7/21/2016	15.00		
275	KODIAK, LLC.	LEASE/RENT	SHREDDING	57905	7/19/2016	7/21/2016	15.00		
276	LOGAN SYSTEMS, INC.	PROFESSIONAL SERVICES	PROFESSIONAL SERVICE	48397	7/15/2016	7/21/2016	2,541.67		
277	NANCY G. PACE	CONTRACT SERVICES	MILEAGE	063016	6/29/2016	7/1/2016	59.94		
278	SHENANDOAH VALLEY WATER	OFFICE SUPPLIES	SPRING WATER	G24843500-16	7/7/2016	7/8/2016	88.95		
279	STAPLES CONTRACT & COMMERCIAL,	FURNITURE & FIXTURES	SUPPLIES	8039943980	6/30/2016	7/15/2016	759.00		
280	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	(\$5.92)		
281	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	5.92		
282	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	6.76		
283	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	22.56		
284	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	36.75		
285	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	46.49		
286	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	710.05		
287	U.S. POSTAL SERVICE	POSTAL SERVICES	POSTAGE	062416	6/29/2016	7/1/2016	750.00		
288	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T300402	6/29/2016	7/1/2016	43.78		
289	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	BUSINESS MACHINE	19062133	7/14/2016	7/21/2016	198.08		
290	VIRGINIA EMPLOYMENT COMMISSION	UNEMPLOYMENT	UNEMPLOYMENT	1890042 0616	6/30/2016	7/21/2016	756.00		
291									
292									
293	<b>CIRCUIT COURT JUDGE</b>								
294	AMERICAN OFFICE OF	FURNITURE & FIXTURES	OFFICE CHAIR	070516	7/7/2016	7/8/2016	399.38		
295	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	14.47		
296	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 0616	6/29/2016	7/1/2016	10.99		
297	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 071616	7/16/2016	7/28/2016	11.36		
298	BARBARA BATES GAINES	COMPENSATION-GRAND	GRAND JURY 6/27/16	GJ062016-2	6/29/2016	7/1/2016	30.00		
299	BRENDA LEE NICHOLS	COMPENSATION-GRAND	GRAND JURY 06/27/16	GJ062016-5	6/29/2016	7/1/2016	30.00		
300	CHRISTOPHER PAUL CULOTTA	COMPENSATION-GRAND	GRAND JURY 6/27/16	GJ062016-1	6/29/2016	7/1/2016	30.00		


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2	County of Fluvanna			From Date: 7/1/2016						
3	Accounts Payable List			To Date: 7/31/2016						
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
301	CYNTHIA JEAN SILVERMAN	COMPENSATION-GRAND	GRAND JURY 06/27/16	GJ062016-6	6/29/2016	7/1/2016	30.00			
302	LINDSAY LEE SPRADLIN	COMPENSATION-GRAND	GRAND JURY 06/27/16	GJ062016-7	6/29/2016	7/1/2016	30.00			
303	PATRICIA HUGHES LINKOUS	COMPENSATION-GRAND	GRAND JURY 06/27/16	GJ062016-3	6/29/2016	7/1/2016	30.00			
304	STEVEN ALLAN MCMILLIAN	COMPENSATION-GRAND	GRAND JURY 06/27/16	GJ062016-4	6/29/2016	7/1/2016	30.00			
305	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T300402	6/29/2016	7/1/2016	24.73			
306							Total:	\$670.93		
307										
308	COMMONWEALTH ATTY									
309	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	10.10			
310	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	59.70			
311	BANK OF AMERICA	OTHER OPERATING	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	183.00			
312	BANK OF AMERICA	POSTAL SERVICES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	94.00			
313	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 0616	6/29/2016	7/1/2016	18.31			
314	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 071616	7/16/2016	7/28/2016	18.93			
315	MATTHEW BENDER & CO INC	BOOKS/PUBLICATIONS	SUBSCRIPTION	84232293	6/29/2016	7/1/2016	75.68			
316	SHENANDOAH VALLEY WATER	LEASE/RENT	SPRING WATER	G3547800-16	7/7/2016	7/8/2016	47.20			
317	SHERRI STADER CAREW	OTHER OPERATING	MILEAGE	063016	6/29/2016	7/1/2016	37.80			
318	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	123.15			
319	STAPLES CONTRACT & COMMERCIAL,	OTHER OPERATING	SUPPLIES	8039943980	6/30/2016	7/15/2016	95.54			
320	THE DAILY PROGRESS	BOOKS/PUBLICATIONS	SUBSCRIPTION	071316	7/16/2016	7/28/2016	135.20			
321	TREASURER OF VIRGINIA	DUES OR ASSOCIATION	ANNUAL DUES	062416	7/1/2016	7/1/2016	275.00			
322	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T300402	6/29/2016	7/1/2016	38.39			
323	VACA	DUES OR ASSOCIATION	VACA ANNUAL DUES	062416	7/1/2016	7/1/2016	700.00			
324	VERIZON	TELECOMMUNICATIONS	WIRELESS	9767325566	6/29/2016	7/1/2016	49.92			
325							Total:	\$1,961.92		
326										
327	SHERIFF									
328	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	OIL FILTER	7306617968583	6/29/2016	7/1/2016	9.19			
329	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	BRAKE PADS	7306617568447	6/29/2016	7/1/2016	47.59			
330	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	BRAKE ROTOR	7306617735018	6/29/2016	7/1/2016	68.58			
331	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	BRAKE PADS AND ROTOR	7306617621480	6/29/2016	7/1/2016	87.77			
332	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	SUPPLIES	063016	6/30/2016	7/15/2016	152.22			
333	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	OIL FILTER	7306620169323	7/19/2016	7/28/2016	7.35			
334	ALBEMARLE LOCK & SAFE, INC.	POLICE SUPPLIES	SERVICE CALL	58903	6/28/2016	7/8/2016	138.00			
335	AT&T 286-3642	TELECOMMUNICATIONS	PHONE BILL	060116	6/29/2016	7/1/2016	76.75			
336	BANK OF AMERICA	POLICE SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	48.44			
337	BANK OF AMERICA	POLICE SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	115.94			
338	BANK OF AMERICA	POLICE SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	129.90			
339	BANK OF AMERICA	POLICE SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	210.44			
340	BANK OF AMERICA	POLICE SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	332.98			
341	BANK OF AMERICA	POLICE SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	425.50			
342	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	43.98			


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1	<div>County of Fluvanna</div> <div>Accounts Payable List</div> <div>From Date: 7/1/2016</div> <div>To Date: 7/31/2016</div> 								
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
343	BANK OF AMERICA	TELECOMMUNICATIONS	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	25.00		
344	BANK OF AMERICA	UNIFORM/WEARING	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	24.94		
345	BATTERIES PLUS, LLC.	OFFICE SUPPLIES	BATTERIES	196-401329	6/29/2016	7/1/2016	184.44		
346	BROWN HONDA-DODGE	VEHICLES REP & MAINT	CAR MAINTENANCE	425832	7/14/2016	7/28/2016	404.69		
347	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	MOUNT AND BALANCE	062116	6/29/2016	7/1/2016	80.00		
348	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	MOUNT AND BALANCE	062116 1	6/29/2016	7/1/2016	84.00		
349	CENTURYLINK 21072700	TELECOMMUNICATIONS	LABOR CHARGE	Q070101379	7/15/2016	7/15/2016	1,012.50		
350	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 0616	6/29/2016	7/1/2016	29.30		
351	CENTURYLINK	TELECOMMUNICATIONS	SHERIFFS OFFICE	309797542 61616	6/29/2016	7/1/2016	168.34		
352	CENTURYLINK	TELECOMMUNICATIONS	SHERIFFS OFFICE	310191749 061616	6/29/2016	7/1/2016	980.23		
353	CENTURYLINK	TELECOMMUNICATIONS	PHONE SHERIFF	070716	7/7/2016	7/21/2016	150.12		
354	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 071616	7/16/2016	7/28/2016	30.29		
355	CENTURYLINK	TELECOMMUNICATIONS	SHERIFFS OFFICE	309797542 071616	7/16/2016	7/28/2016	160.05		
356	CLEAR COMMUNICATIONS AND	VEHICLES REP & MAINT	TUNING CERTIFICATIONS	109256	7/15/2016	7/15/2016	12.00		
357	CLEAR COMMUNICATIONS AND	VEHICLES REP & MAINT	CERTIFICATION	109316	7/16/2016	7/28/2016	72.00		
358	CLEAR COMMUNICATIONS AND	VEHICLES REP & MAINT	CERTIFICATION	109315	7/16/2016	7/28/2016	108.00		
359	COMPUTECH INTERNATIONAL (CTI)	VEHICLES REP & MAINT	SUPPLIES	CV077105	6/29/2016	7/1/2016	5,370.00		
360	DONNA'S NEEDLEWORK & CRAFT	CLOTHING ALLOWANCE	PATCHES	062016	6/29/2016	7/1/2016	8.00		
361	DONNA'S NEEDLEWORK & CRAFT	UNIFORM/WEARING	PANTS HEM	072016	7/16/2016	7/28/2016	16.00		
362	DUNKIN DONUTS	SUBSISTENCE & LODGING	DOUNT ORDER	0060	6/29/2016	7/1/2016	139.80		
363	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	WHEEL BEARING	015-298734	6/29/2016	7/1/2016	305.68		
364	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	PARTS	015-299327	7/15/2016	7/15/2016	21.47		
365	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	AIR FILTER	015-299265	7/15/2016	7/15/2016	53.64		
366	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	PART	015-299237	7/15/2016	7/15/2016	87.23		
367	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	WIPERS	015-299399	7/16/2016	7/28/2016	12.90		
368	FLUVANNA ACE HARDWARE	OFFICE SUPPLIES	WOOD SHIMS, WEDGES, DOOR STOP	53980	7/13/2016	7/21/2016	9.77		
369	FLUVANNA ACE HARDWARE	POLICE SUPPLIES	REARVIEW MIRROR	072116	7/16/2016	7/28/2016	5.98		
370	GALLS, LLC.	POLICE SUPPLIES	UNIFORMS	6276971	6/29/2016	7/1/2016	210.00		
371	GALLS, LLC.	POLICE SUPPLIES	UNIFORMS	6251735	6/29/2016	7/1/2016	357.50		
372	GALLS, LLC.	POLICE SUPPLIES	UNIFORM	005586488	6/29/2016	7/1/2016	514.74		
373	GALLS, LLC.	POLICE SUPPLIES	UNIFORM	005579622	6/29/2016	7/1/2016	586.80		
374	GALLS, LLC.	POLICE SUPPLIES	UNIFORM	005585661	6/29/2016	7/1/2016	789.59		
375	GALLS, LLC.	POLICE SUPPLIES	UNIFORM	005632481	6/30/2016	7/8/2016	195.63		
376	GALLS, LLC.	POLICE SUPPLIES	UNIFORM	005625016	6/30/2016	7/8/2016	391.20		
377	GALLS, LLC.	POLICE SUPPLIES	UNIFORM	005617084	6/30/2016	7/8/2016	586.80		
378	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	005572653	6/29/2016	7/1/2016	63.21		
379	GALLS, LLC.	UNIFORM/WEARING	SUPPLIES	005556479	6/29/2016	7/1/2016	88.50		
380	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	005640480	6/30/2016	7/8/2016	13.00		
381	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	005645254	6/30/2016	7/8/2016	63.44		
382	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	005640190	6/30/2016	7/8/2016	146.96		
383	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	005615475	6/30/2016	7/8/2016	324.66		
384	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	005630472	6/30/2016	7/8/2016	715.31		

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385	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	005709677	7/16/2016	7/28/2016	19.50		
386	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	005685210	7/16/2016	7/28/2016	71.90		
387	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	005723781	7/16/2016	7/28/2016	129.50		
388	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	005728680	7/16/2016	7/28/2016	650.00		
389	GALLS, LLC.	VEHICLES REP & MAINT	UNIFORMS	6231329	6/29/2016	7/1/2016	3,492.00		
390	IDNETWORKS	MAINTENANCE CONTRACTS	ANNUAL SERVICE	270855	7/1/2016	7/1/2016	5,875.00		
391	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	063016	6/30/2016	7/15/2016	3,774.83		
392	KEVIN TAYLOR	UNIFORM/WEARING	UNIFORM	KT1	7/15/2016	7/15/2016	85.28		
393	KODIAK, LLC.	LEASE/RENT	SHRED	57457	6/30/2016	7/21/2016	35.00		
394	KODIAK, LLC.	LEASE/RENT	SHREDDING	57905	7/19/2016	7/21/2016	35.00		
395	KUSTOM SIGNALS, INC.	VEHICLE/POWER EQUIP	VEHICLE SUPPLIES	329558	6/29/2016	7/1/2016	2,369.00		
396	KUSTOM SIGNALS, INC.	VEHICLE/POWER EQUIP	VEHICLE SUPPLIES	329559	6/29/2016	7/1/2016	2,640.00		
397	LASER LABS INC	POLICE SUPPLIES	POLICE SUPPLIES	20770	6/29/2016	7/1/2016	155.00		
398	LEGACY SIGNS & GRAPHICS	BLDGS EQUIP REP & MAINT	CUSTOM SIGNS	2014-212	7/7/2016	7/8/2016	1,815.00		
399	MEDEXPRESS URGENT CARE	PROFESSIONAL SERVICES	PHYSICALS	578558C3908	6/30/2016	7/15/2016	160.00		
400	MIDATLANTIC MAILBOX INC	POLICE SUPPLIES	POLICE SUPPLIES	21668	6/29/2016	7/1/2016	834.00		
401	PATRICK WOOD	BLDGS EQUIP REP & MAINT	WEAPON REPAIR CLEANING	PW1	6/29/2016	7/1/2016	125.00		
402	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	062016	6/29/2016	7/1/2016	722.79		
403	PITNEY BOWES	LEASE/RENT	LEASING CHARGES	3300682966	7/7/2016	7/8/2016	192.00		
404	PORTER LEE CORPORATION	MAINTENANCE CONTRACTS	SERVER MIGRATION	17499	6/29/2016	7/1/2016	675.00		
405	PSYCHOLOGICAL HEALTH ROANOKE PC	PROFESSIONAL SERVICES	PSYCH TESTING	062916	6/30/2016	7/21/2016	85.00		
406	QUALITY UNIFORMS	POLICE SUPPLIES	UNIFORMS	4350	6/29/2016	7/1/2016	3,388.00		
407	SHENANDOAH VALLEY WATER	LEASE/RENT	SPRING WATER	G3822710-16	7/1/2016	7/8/2016	272.65		
408	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	OIL CHANGE	1001618	6/29/2016	7/1/2016	14.00		
409	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	INSPECTION	1001621	6/29/2016	7/1/2016	16.00		
410	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	1001620	6/29/2016	7/1/2016	30.00		
411	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	1001619	6/29/2016	7/1/2016	90.00		
412	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	OIL CHANGE/STATE INSPECTION	1001624	7/7/2016	7/8/2016	30.00		
413	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	1001622	7/7/2016	7/8/2016	46.00		
414	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	1001623	7/7/2016	7/8/2016	74.00		
415	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	STATE INSPECTION	1001625	7/15/2016	7/15/2016	16.00		
416	SOUTHERN POLICE EQUIPMENT	POLICE SUPPLIES	SUPPLIES	186076	7/15/2016	7/15/2016	245.78		
417	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	77.24		
418	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	139.99		
419	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	149.16		
420	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	279.98		
421	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	284.50		
422	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	343.98		
423	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	768.79		
424	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	881.93		
425	TASER INTERNATIONAL	POLICE SUPPLIES	CARTRIDGE	SI1441786	6/29/2016	7/1/2016	652.50		
426	TOWN GUN SHOP, INC.	UNIFORM/WEARING	POLICE SUPPLIES	R80071	6/29/2016	7/1/2016	679.70		


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427	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T300402	6/29/2016	7/1/2016	473.96		
428	VALLEY OFFICE MACHINES, INC.	MAINTENANCE CONTRACTS	METER	160706-0047	6/30/2016	7/21/2016	105.26		
429	VERIZON BUSINESS/MCI COMM SERVICE	TELECOMMUNICATIONS	LONG DISTANCE	09654835	6/29/2016	7/1/2016	18.73		
430	VERIZON	TELECOMMUNICATIONS	PHONE BILL	9768360606	7/8/2016	7/21/2016	2,013.27		
431	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19006561	6/30/2016	7/15/2016	77.72		
432	VIRGINIA DEPT. OF MOTOR VEHICLES	DUES OR ASSOCIATION	SPECIAL ID	16182685	6/30/2016	7/15/2016	30.00		
433	VIRGINIA WHOLESALE TIRE	VEHICLE/POWER EQUIP	PARTS	365027	7/7/2016	7/8/2016	526.84		
434	WELLS FARGO VENDOR FIN SERV	LEASE/RENT	COPIER	65067405	6/29/2016	7/1/2016	77.73		
435	WELLS FARGO VENDOR FIN SERV	LEASE/RENT	COPIER	65240134	7/16/2016	7/28/2016	77.73		
436	WELLS FARGO VENDOR FIN SERV	OTHER OPERATING	PROPERTY TAX	65070599	6/29/2016	7/1/2016	22.08		
437	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR MAINTENANCE	32278	5/2/2016	7/8/2016	15.70		
438	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR MAINTENANCE	32379	5/2/2016	7/8/2016	15.70		
439	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR MAINTENANCE	32337	5/2/2016	7/8/2016	17.65		
440	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR MAINTENANCE	32458	5/2/2016	7/8/2016	32.72		
441	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR MAINTENANCE	32421	6/1/2016	7/8/2016	50.22		
442	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR MAINTENANCE	32380	5/25/2016	7/8/2016	60.10		
443	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR MAINTENANCE	32467	6/14/2016	7/8/2016	77.79		
444	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR MAINTENANCE	32290	5/4/2016	7/8/2016	78.15		
445	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR MAINTENANCE	32377	5/24/2016	7/8/2016	90.60		
446	WEST RIVER AUTO	VEHICLES REP & MAINT	MAINTENANCE	32575	7/15/2016	7/15/2016	39.22		
447							<b>Total:</b>	<b>\$52,820.51</b>	
448									
449	<b>E911</b>								
450	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	204.52		
451	BANK OF AMERICA	TELECOMMUNICATIONS	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	250.00		
452	BRIGHT IDEAS, LLC	UNIFORM/WEARING	NAME BADGE	24027-1	7/11/2016	7/28/2016	50.00		
453	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 0616	6/29/2016	7/1/2016	3.66		
454	CENTURYLINK	TELECOMMUNICATIONS	E911	310214091 061916	6/29/2016	7/1/2016	960.80		
455	CENTURYLINK	TELECOMMUNICATIONS	WIRELINE	310042302 061016	6/29/2016	7/1/2016	1,837.72		
456	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 071616	7/16/2016	7/28/2016	3.79		
457	CENTURYLINK	TELECOMMUNICATIONS	WIRELINE BILLING	310042302 071016	7/16/2016	7/28/2016	1,837.72		
458	CLEAR COMMUNICATIONS AND	MAINTENANCE CONTRACTS	CONTRACT RENEWAL	108895	7/15/2016	7/15/2016	16,613.90		
459	ER COMMUNICATIONS LLC	TELECOMMUNICATIONS	PROGRAMMED EXTENSIONS	10261	6/29/2016	7/1/2016	285.46		
460	ESRI INC	MAINTENANCE CONTRACTS	MAINTENANCE	93141537	7/15/2016	7/15/2016	900.00		
461	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	003524325	6/29/2016	7/1/2016	464.95		
462	IDNETWORKS	MAINTENANCE CONTRACTS	MAINTENANCE FEE	270702	7/1/2016	7/1/2016	775.00		
463	IDNETWORKS	MAINTENANCE CONTRACTS	HARDWARE MAINTENANCE FEE	270761	7/1/2016	7/1/2016	2,363.00		
464	IDNETWORKS	MAINTENANCE CONTRACTS	ANNUAL SERVICE	270855	7/1/2016	7/1/2016	5,875.00		
465	INTERACT	MAINTENANCE CONTRACTS	ANNUAL MAINTENANCE	MN0000005714	7/15/2016	7/15/2016	5,383.80		
466	NWG SOLUTIONS, LLC.	BLDGS EQUIP REP & MAINT	CAT6 CABLE	38409	7/14/2016	7/21/2016	72.00		
467	NWG SOLUTIONS, LLC.	CONTRACT SERVICES	POWER SUPPLY	38009	6/29/2016	7/1/2016	48.72		
468	NWG SOLUTIONS, LLC.	CONTRACT SERVICES	MANAGED SERVER	38203	7/7/2016	7/8/2016	975.00		


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469	NWG SOLUTIONS, LLC.	CONTRACT SERVICES	BLOCK TIME	38186	7/7/2016	7/8/2016	2,500.00		
470	NWG SOLUTIONS, LLC.	CONTRACT SERVICES	REMOTE SVC HOURS	38396	7/15/2016	7/15/2016	2,300.00		
471	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	(\$284.50)		
472	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	284.50		
473	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T300402	6/29/2016	7/1/2016	23.76		
474	VEMA	DUES OR ASSOCIATION	MEMBERSHIP RENEWAL	224	7/15/2016	7/15/2016	75.00		
475	VERIZON	TELECOMMUNICATIONS	PHONE BILL	9768360606	7/8/2016	7/21/2016	149.85		
476	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19006561	6/30/2016	7/15/2016	77.73		
477									
478									
479	<b>FIRE AND RESCUE SQUAD</b>						<b>Total:</b>	<b>\$44,031.38</b>	
480	CNA INSURANCE COMPANIES	F&R WORKERS	POLICY 5B485297	050916	7/14/2016	7/14/2016	5,264.00		
481	FLUVANNA COUNTY RESCUE SQUAD	FIRE & RESCUE ASSN	QUARTERLY	FR1 FY17	7/15/2016	7/15/2016	23,250.00		
482	FLUVANNA COUNTY RESCUE SQUAD	FOUR FOR LIFE FUNDS	FOUR FOR LIFE (ANNUAL PASS THROUGH)	63016	6/30/2016	7/28/2016	14,667.80		
483	FLUVANNA COUNTY VOLUNTEER FIRE	F&R WORKERS	FCVFD	FF1 FY17	7/15/2016	7/15/2016	9,906.00		
484	FLUVANNA COUNTY VOLUNTEER FIRE	FIRE & RESCUE ASSN	FCVFD	FF1 FY17	7/15/2016	7/15/2016	54,680.75		
485	FLUVANNA COUNTY VOLUNTEER FIRE	STATE FIRE FUNDS	FY16 STATE FIRE FUNDS	063016	6/30/2016	7/21/2016	81,425.00		
486	IDACO RISK ADVISORS	VOLUNTEER ACCIDENT &	POLICY ESO7785944	071516	7/8/2016	7/8/2016	12,855.00		
487	IDACO RISK ADVISORS	VOLUNTEER ACCIDENT &	PAYMENT CORRECTION	4430	7/15/2016	7/15/2016	30.00		
488	LAKE MONTICELLO FIRE & RESCUE	BUILDING	EXPANSION PROJECT	63016	6/30/2016	7/15/2016	65,000.00		
489	LAKE MONTICELLO FIRE & RESCUE	F&R WORKERS	FY17	LM1 FY17	7/15/2016	7/15/2016	30,647.00		
490	LAKE MONTICELLO FIRE & RESCUE	FIRE & RESCUE ASSN	FY17	LM1 FY17	7/15/2016	7/15/2016	51,884.75		
491	LAKE MONTICELLO FIRE & RESCUE	FOUR FOR LIFE FUNDS	FOUR FOR LIFE ANNUAL PASS THROUGH	063016	6/30/2016	7/28/2016	12,000.92		
492	SCOTTSVILLE VOLUNTEER	SCOTTSVILLE VOL. RESCUE	FY17 ANNUAL ALLOCATION	SVR1	7/15/2016	7/15/2016	25,000.00		
493	SCOTTSVILLE VOLUNTEER	SCOTTSVILLE VOLUNTEER	ANNUAL ALLCOATION FY17	SVF1	7/15/2016	7/15/2016	10,000.00		
494	VFIS	GENERAL LIABILITY	POLICY PREMIUM	164179110	7/1/2016	7/1/2016	4,691.00		
495	VFIS	GENERAL LIABILITY	POLICY PREMIUM	164156110	7/1/2016	7/1/2016	6,249.00		
496	VFIS	VEHICLE INSURANCE	POLICY PREMIUM	164138110	7/1/2016	7/1/2016	7,895.00		
497	VFIS	VEHICLE INSURANCE	POLICY PREMIUM	163606110	7/1/2016	7/1/2016	20,541.00		
498									
499									
500	<b>CORRECTION AND DETENTION</b>						<b>Total:</b>	<b>\$435,987.22</b>	
501	CENTRAL VIRGINIA REGIONAL JAIL	CVRJ COST OF PRISONERS	OPERATING RESERVE FY17/17	FY16/17 TRUE UP	7/8/2016	7/8/2016	36,768.00		
502	CENTRAL VIRGINIA REGIONAL JAIL	CVRJ COST OF PRISONERS	OPERATIONAL COSTS FY16/17 1ST QUARTER	07116F	7/8/2016	7/8/2016	246,793.50		
503	RAPPAHANNOCK JUVENILE CENTER	CONFINEMENT - BRJDC	PER DIEM MAY 2016	122620	6/30/2016	7/21/2016	525.00		
504									
505									
506	<b>BUILDING INSPECTIONS</b>						<b>Total:</b>	<b>\$284,086.50</b>	
507	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	484.45		
508	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	966.21		
509	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	15.74		
510	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	99.51		


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511	BANK OF AMERICA	TELECOMMUNICATIONS	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	42.11		
512	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 0616	6/29/2016	7/1/2016	14.65		
513	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 071616	7/16/2016	7/28/2016	15.15		
514	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	063016	6/30/2016	7/15/2016	150.44		
515	JOHN VAUGHAN	OFFICE SUPPLIES	SUPPLIES/REIMBURSEMENT	071716	7/16/2016	7/28/2016	26.49		
516	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	061916	6/30/2016	7/21/2016	6.27		
517	PRINCE WILLIAM COUNTY	OFFICE SUPPLIES	BUSINESS CARDS (VAUGHAN)	29	7/7/2016	7/8/2016	36.74		
518	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	18.14		
519	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	55.78		
520	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	87.89		
521	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	235.12		
522	TREASURER OF VIRGINIA	SURCHARGE	LEVY ON PERMIT FEES	LV201604	6/30/2016	7/28/2016	546.81		
523	TREASURER OF VIRGINIA	SURCHARGE	LEVY ON PERMIT FEES	LV201604 2	6/30/2016	7/28/2016	920.00		
524	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T300402	6/29/2016	7/1/2016	28.40		
525	VERIZON	TELECOMMUNICATIONS	WIRELESS	9767325566	6/29/2016	7/1/2016	149.76		
526	WINDOWWARE, INC.	CONTRACT SERVICES	RENEWAL	2016-265	7/15/2016	7/15/2016	1,100.00		
527							Total:	\$4,999.66	
528									
529	EMERGENCY MANAGEMENT								
530	ANDREW PULLEN	CONVENTION AND	INSTRUCTOR FEES	061616	6/30/2016	7/21/2016	825.00		
531	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 0616	6/29/2016	7/1/2016	3.66		
532	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 071616	7/16/2016	7/28/2016	3.79		
533	DALE DEAN	CONVENTION AND	INSTRUCTOR FEE	071616	6/30/2016	7/21/2016	600.00		
534	DAVID JEWELL	CONVENTION AND	INSTRUCTOR FEES	061616	6/30/2016	7/21/2016	775.00		
535	EMS MANAGEMENT & CONSULTANTS, INC	CONTRACT SERVICES	NPP LETTERS	027963	6/30/2016	7/21/2016	745.95		
536	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	063016	6/30/2016	7/15/2016	35.48		
537	RECTOR & VISITORS OF THE UNIVERSITY	PROFESSIONAL SERVICES	MAY 2016 INVOICE	061016	6/29/2016	7/1/2016	50,329.67		
538	RECTOR & VISITORS OF THE UNIVERSITY	PROFESSIONAL SERVICES	JUNE COVERAGE	063016	6/30/2016	7/15/2016	47,421.14		
539							Total:	\$100,739.69	
540									
541	ANIMAL CONTROL								
542	BLANCHE THOMPSON	CLAIMS AND BOUNTIES	GOATS	MT1	6/30/2016	7/15/2016	900.00		
543	FLUVANNA SPCA	CONTRACT SERVICES	POUND SERVICES FOR JULY	062416	7/1/2016	7/1/2016	10,708.33		
544	FLUVANNA SPCA	CONTRACT SERVICES	POUND SERVICES	072516	7/16/2016	7/28/2016	10,708.33		
545	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	063016	6/30/2016	7/15/2016	436.84		
546	RAPPAHANNOCK REGIONAL CJA	CONVENTION AND	ANIMAL CONTROL BASIC	1516TU34	6/30/2016	7/15/2016	1,275.00		
547	VERIZON	TELECOMMUNICATIONS	PHONE BILL	9768360606	7/8/2016	7/21/2016	99.90		
548							Total:	\$24,128.40	
549									
550	FACILITIES								
551	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	48.74		
552	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	235.87		


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553	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	739.83		
554	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	99.99		
555	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	198.00		
556	BANK OF AMERICA	JANITORIAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	172.80		
557	CAMPBELL EQUIPMENT, INC.	BLDGS EQUIP REP & MAINT	TRACTOR TIRE REPAIR & DISPOSAL	071416	7/14/2016	7/21/2016	79.12		
558	CAMPBELL EQUIPMENT, INC.	BLDGS EQUIP REP & MAINT	TPMS SENSORS	072016	7/20/2016	7/28/2016	270.00		
559	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	TIRE DISPOSAL	062016	6/29/2016	7/1/2016	132.00		
560	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	TIRE DSPOSAL	062816	7/7/2016	7/8/2016	33.00		
561	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	TIRE DISPOSAL	062816 1	6/30/2016	7/21/2016	33.00		
562	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	TRACTOR TIRE REPAIR & DISPOSAL	071416	7/14/2016	7/21/2016	81.00		
563	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 0616	6/29/2016	7/1/2016	14.65		
564	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 071616	7/16/2016	7/28/2016	15.15		
565	CHARLOTTESVILLE GLASS AND MIRROR	BLDGS EQUIP REP & MAINT	REPLACE GLASS WINDOW	F130565	7/12/2016	7/21/2016	473.58		
566	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 2591	9490	7/7/2016	7/8/2016	222.08		
567	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 2590	9489	7/7/2016	7/8/2016	471.36		
568	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 2549	D-6303	6/30/2016	7/28/2016	711.68		
569	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 2550	D-6304	6/30/2016	7/28/2016	748.32		
570	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 2547	D-6302	6/30/2016	7/28/2016	1,245.60		
571	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 2592	D-6305	6/30/2016	7/28/2016	2,071.84		
572	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 5476	D-6306	6/30/2016	7/28/2016	8,062.00		
573	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 2627	9675	7/16/2016	7/28/2016	907.07		
574	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 2625	9674	7/16/2016	7/28/2016	2,141.71		
575	CINTAS	LAUNDRY AND DRY	DRY CLEANERS	394769181	6/29/2016	7/1/2016	140.33		
576	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394771135	7/15/2016	7/15/2016	129.17		
577	CINTAS	LAUNDRY AND DRY	UNIFORMS	394773122	7/14/2016	7/21/2016	154.81		
578	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394775069	7/16/2016	7/28/2016	158.63		
579	COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	SUPPLIES	55516	6/30/2016	7/21/2016	1,121.63		
580	COMMUNITY INTERFACE	AGRICULTURAL SUPPLIES	MULCH	041716	6/30/2016	7/21/2016	440.00		
581	COMMUNITY INTERFACE	AGRICULTURAL SUPPLIES	MULCH	071516	7/15/2016	7/21/2016	880.00		
582	DAVID W. GOURLEY	CONTRACT SERVICES	BLINDS IN WEAVER BLDGE	10590	7/5/2016	7/21/2016	636.00		
583	FLUVANNA ACE HARDWARE	CONTRACT SERVICES	SUPPLIES	063016	6/30/2016	7/15/2016	88.73		
584	FLUVANNA ACE HARDWARE	GENERAL MATERIALS AND	SUPPLIES	063016	6/30/2016	7/15/2016	114.68		
585	GARDENKEEPERS OF VIRGINIA, LLC.	CONTRACT SERVICES	YARD WORK	6987	6/30/2016	7/15/2016	780.00		
586	GARY OSTEEN PLUMBING	CONTRACT SERVICES	WALL HYDRANT/GROUND LEAK	071716	7/14/2016	7/21/2016	140.00		
587	GARY OSTEEN PLUMBING	CONTRACT SERVICES	REPLACE LEAKING WATER HEATER	071516	7/15/2016	7/21/2016	900.00		
588	GARY OSTEEN PLUMBING	CONTRACT SERVICES	WALL HYDRANT/GROUND LEAK	071716	7/14/2016	7/21/2016	1,340.00		
589	GARY OSTEEN PLUMBING	CONTRACT SERVICES	WALL HYDRANT/GROUND LEAK	071716	7/14/2016	7/21/2016	1,825.50		
590	GEORGE A. DANSEY INC	BLDGS EQUIP REP & MAINT	MAINTENANCE	8697-340581	7/16/2016	7/28/2016	374.00		
591	GILLIAM MOTORS, INC.	VEHICLES REP & MAINT	TAILGATE	8900	7/1/2016	7/21/2016	485.37		
592	GILLIAM MOTORS, INC.	VEHICLES REP & MAINT	MAINTENANCE	69208	7/16/2016	7/28/2016	223.06		
593	INBODEN ENVIRONMENTAL SERVICES,	CONTRACT SERVICES	WASTE WATER MONITORING	59709	7/11/2016	7/21/2016	247.00		
594	INBODEN ENVIRONMENTAL SERVICES,	CONTRACT SERVICES	WASTEWATER MONITORING	59710	7/11/2016	7/21/2016	277.00		


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595	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL		063016	6/30/2016	7/15/2016		1,175.75
596	JONES AUTOMOTIVE/ALL STAR AUTO	BLDGS EQUIP REP & MAINT	SUPPLIES		550749	6/30/2016	7/15/2016		202.87
597	JONES AUTOMOTIVE/ALL STAR AUTO	GENERAL MATERIALS AND	SUPPLIES		550749	6/30/2016	7/15/2016		31.93
598	JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLES REP & MAINT	SUPPLIES		550749	6/30/2016	7/15/2016		1,449.33
599	KEVIN L. BOWMAN	BLDGS EQUIP REP & MAINT	REPLACE GUTTER		072016	7/16/2016	7/28/2016		3,000.00
600	LOWE'S	BLDGS EQUIP REP & MAINT	SUPPLIES		062516	6/30/2016	7/15/2016		18.56
601	LOWE'S	GENERAL MATERIALS AND	SUPPLIES		062516	6/30/2016	7/15/2016		273.89
602	MAC'S SERVICE CENTER	VEHICLES REP & MAINT	INSPECTION		26158	7/7/2016	7/21/2016		16.00
603	OFFICE OF DRINKING WATER	CONTRACT SERVICES	WASTEWATER TECH ASSISTANT FUND		070516	7/5/2016	7/21/2016		90.00
604	RAFALY ELECTRICAL CONTRACTORS,	CONTRACT SERVICES	LABOR AND MATERIALS		6839	6/30/2016	7/15/2016		312.95
605	RAFALY ELECTRICAL CONTRACTORS,	CONTRACT SERVICES	LABOR AND MATERIALS		6847	6/30/2016	7/15/2016		3,295.52
606	RAFALY ELECTRICAL CONTRACTORS,	CONTRACT SERVICES	REPAIR LIGHTING		6862	7/15/2016	7/21/2016		120.00
607	RAFALY ELECTRICAL CONTRACTORS,	GENERAL MATERIALS AND	FLAG POLE LIGHT FIXTURE SHERIFF		6861	7/15/2016	7/21/2016		758.52
608	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES		8039943980	6/30/2016	7/15/2016		9.99
609	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES		8039943980	6/30/2016	7/15/2016		64.89
610	T.G.'S LOCK & SAFE SERVICE	BLDGS EQUIP REP & MAINT	HEAVY DUTY LEVERS WITH CYLINDERS		062716	6/29/2016	7/1/2016		545.00
611	TRACTOR HILL EQUIPMENT, LLC.	BLDGS EQUIP REP & MAINT	WIRING		26810	6/30/2016	7/21/2016		53.36
612	TRACTOR HILL EQUIPMENT, LLC.	BLDGS EQUIP REP & MAINT	PUMP PRIMER REP		27673	7/14/2016	7/21/2016		3.82
613	TRACTOR HILL EQUIPMENT, LLC.	VEHICLES REP & MAINT	3 LBS .095		27192	7/6/2016	7/21/2016		53.18
614	TRACTOR HILL EQUIPMENT, LLC.	VEHICLES REP & MAINT	CHECK TURF TIGER		27682	7/14/2016	7/21/2016		56.25
615	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES		T300402	6/29/2016	7/1/2016		26.18
616	VERIZON	TELECOMMUNICATIONS	WIRELESS		9767325566	6/29/2016	7/1/2016		402.42
617	W & H RESOURCES, INC	CONTRACT SERVICES	ELEVATOR MAINTENANCE		6070	7/1/2016	7/21/2016		1,725.00
618	<b>Total:</b>								<b>\$43,349.71</b>
619									
620	<b>GENERAL SERVICES</b>								
621	AQUA VIRGINIA, INC.	WATER SERVICES	WATER BILL		7929310552932 0616	6/30/2016	7/21/2016		22.11
622	AQUA VIRGINIA, INC.	WATER SERVICES	WATER BILL		7970740556855 0616	6/30/2016	7/21/2016		22.86
623	AQUA VIRGINIA, INC.	WATER SERVICES	WATER BILL		15301850550900 0616	6/30/2016	7/21/2016		47.54
624	AQUA VIRGINIA, INC.	WATER SERVICES	WATER BILL		7929300552931 0616	6/30/2016	7/21/2016		65.49
625	AQUA VIRGINIA, INC.	WATER SERVICES	WATER BILL		7800100540828 0616	6/30/2016	7/21/2016		412.37
626	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	MAINTENANCE		1972187	7/7/2016	7/8/2016		190.00
627	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ACCT 2133-005		C124.5 62816	6/30/2016	7/15/2016		234.98
628	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ACCT 275906-001		C22UG2-2 062816	6/30/2016	7/15/2016		1,600.20
629	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ACCT 85473-002		C22UG-3 062816	6/30/2016	7/15/2016		1,810.24
630	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	563 WILMINGTON RD		275902-001 0616	6/30/2016	7/21/2016		469.35
631	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	51 KENTS STORE		275907-002 0628	6/30/2016	7/21/2016		479.82
632	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	479 CUNNINGHAM		2133-003 0716	7/27/2016	7/28/2016		15.98
633	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	W RIVER RD		275904-008 0716	7/27/2016	7/28/2016		25.23
634	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE		105221-006 0716	7/27/2016	7/28/2016		28.39
635	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFFERSON PKWY		203061-001 0716	6/30/2016	7/28/2016		28.80
636	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	718 THOMAS JEFF PKWY		85473-003 0716	6/30/2016	7/28/2016		28.80


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637	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	105221-002 0716	6/30/2016	7/28/2016	30.39		
638	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GROVE	105221-007 0716	6/30/2016	7/28/2016	30.39		
639	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFFERSON PKWY	105221-009 0716	6/30/2016	7/28/2016	30.39		
640	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GROVE	105221-008 0716	6/30/2016	7/28/2016	30.50		
641	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	POLE CA10-5	105221-003 0716	6/30/2016	7/28/2016	32.48		
642	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	COMPETITION PARK RD	105221-004 0716	6/30/2016	7/28/2016	45.53		
643	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GROVE DR	275904-006 0716	6/30/2016	7/28/2016	47.28		
644	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	11206 W RVER RD	275904-002 0716	6/30/2016	7/28/2016	113.02		
645	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	COMPETITION PARK RD	105221-001 0716	6/30/2016	7/28/2016	175.54		
646	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GROVE DR	275904-004 0716	6/30/2016	7/28/2016	298.47		
647	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	POLE # C22UG-1-1	85473-001 0716	6/30/2016	7/28/2016	149.97		
648	CENTURYLINK 589-8525	TELECOMMUNICATIONS	ACCT BTL00204	A358958	6/30/2016	7/15/2016	50.00		
649	CENTURYLINK	TELECOMMUNICATIONS	PUBLIC WORKS	309428096 061616	6/29/2016	7/1/2016	42.02		
650	CENTURYLINK	TELECOMMUNICATIONS	PUBLIC WORKS	309697981 061616	6/29/2016	7/1/2016	52.01		
651	CENTURYLINK	TELECOMMUNICATIONS	CIRCUIT COUNTY CLERK	310338742 061616	6/29/2016	7/1/2016	52.56		
652	CENTURYLINK	TELECOMMUNICATIONS	PERFORMING ARTS	309898636 061616	6/29/2016	7/1/2016	61.94		
653	CENTURYLINK	TELECOMMUNICATIONS	PUBLIC WORKS	309363296 061616	6/29/2016	7/1/2016	528.97		
654	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 0616	6/29/2016	7/1/2016	662.50		
655	CENTURYLINK	TELECOMMUNICATIONS	PUBLIC WORKS	309428096 071616	7/16/2016	7/28/2016	42.45		
656	CENTURYLINK	TELECOMMUNICATIONS	PUBLIC WORKS	309697981 071616	7/16/2016	7/28/2016	52.44		
657	CENTURYLINK	TELECOMMUNICATIONS	CIRCUIT COURT	310338742 071616	7/16/2016	7/28/2016	53.01		
658	CENTURYLINK	TELECOMMUNICATIONS	PERFORMING ARTS	309898636 071616	7/16/2016	7/28/2016	62.39		
659	CENTURYLINK	TELECOMMUNICATIONS	PUBLIC WORKS	309363296 071616	7/16/2016	7/28/2016	536.17		
660	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 071616	7/16/2016	7/28/2016	663.77		
661	CII SERVICE	MAINTENANCE CONTRACTS	WO# 2476	D-6301	6/30/2016	7/28/2016	782.32		
662	CINTAS	MAINTENANCE CONTRACTS	FIRST AID	5005138823	6/30/2016	7/21/2016	58.52		
663	CINTAS	MAINTENANCE CONTRACTS	FIRST AID	8402721907	6/30/2016	7/21/2016	77.46		
664	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OLD STORE JAIL	1424085007 0616	7/7/2016	7/8/2016	30.81		
665	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PUMP HOUSE	4501632147 0616	7/7/2016	7/8/2016	62.28		
666	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	LG BALL FIELD LIGHT	3023889169	7/7/2016	7/8/2016	82.53		
667	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	181 MAIN ST	6274752663 0616	7/7/2016	7/8/2016	204.55		
668	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	HISTORIC COURT HOUSE	1144090006 0616	7/7/2016	7/8/2016	250.40		
669	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	GYMNASIUM	0084297506 0616	7/7/2016	7/8/2016	283.38		
670	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	TREASURER OFFICE	1024205005 0616	7/7/2016	7/8/2016	537.64		
671	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	FIRE STATION #43	1005898992 0616	7/7/2016	7/8/2016	542.05		
672	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	72 MAIN ST	1404067504 0616	7/7/2016	7/8/2016	820.29		
673	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SOCIAL SERVICES	0074032509 0616	7/7/2016	7/8/2016	1,314.90		
674	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	132 MAIN ST	8895892548 0616	7/7/2016	7/8/2016	2,888.12		
675	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	222 MAIN ST	1134080009 062816	6/30/2016	7/15/2016	11.54		
676	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	BUS GARAGE	9974215007 062816	6/30/2016	7/15/2016	12.46		
677	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	196 MAIN ST	1124090000 062816	6/30/2016	7/15/2016	33.00		
678	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	CELL TOWER	5699030132 062816	6/30/2016	7/15/2016	34.69		

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679	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	51 COURT SQ	1114097502 062816	6/30/2016	7/15/2016	62.98		
680	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	LG BALL FIELD/CONCESSION	0692200942 062816	6/30/2016	7/15/2016	79.66		
681	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SM BALL FIELD	0274195007 062816	6/30/2016	7/15/2016	106.85		
682	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	211 MAIN ST	1284152509 062816	6/30/2016	7/15/2016	110.92		
683	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	197 MAIN ST	1304130006 062816	6/30/2016	7/15/2016	171.70		
684	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PERFORMING ARTS	4144237502 062416	6/30/2016	7/15/2016	230.35		
685	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MAINT SHOP	2554330007 062816	6/30/2016	7/15/2016	375.91		
686	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	15704 W RIVER RD	8866300000 062816	6/30/2016	7/15/2016	403.71		
687	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	FORK UNION FIRE STATION	4834680458 062416	6/30/2016	7/15/2016	571.81		
688	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	COMMUNITY CENTER	4331888158 062416	6/30/2016	7/15/2016	642.72		
689	DOMINION VIRGINIA POWER	STREET LIGHTS	COLUMBIA ST LIGHTS	4210122349 0616	7/7/2016	7/8/2016	201.16		
690	DOMINION VIRGINIA POWER	STREET LIGHTS	BESIDE POST OFFICE	7080078962 062816	6/30/2016	7/15/2016	56.85		
691	DOMINION VIRGINIA POWER	STREET LIGHTS	NEAR MASONIC LODGE	9609027314 062816	6/30/2016	7/15/2016	60.78		
692	DOMINION VIRGINIA POWER	STREET LIGHTS	PALMYRA VILLAGE	3595578927 062816	6/30/2016	7/15/2016	471.00		
693	INTRASTATE PEST	MAINTENANCE CONTRACTS	RENEWAL	070916	7/15/2016	7/15/2016	300.00		
694	INTRASTATE PEST	MAINTENANCE CONTRACTS	MONTHLY SERVICE	10105788 FY16	6/30/2016	7/21/2016	28.00		
695	INTRASTATE PEST	MAINTENANCE CONTRACTS	PLEASANT GROVE	10105790 FY16	6/30/2016	7/21/2016	32.00		
696	INTRASTATE PEST	MAINTENANCE CONTRACTS	BASEBALL FIELD	10181544 FY16	6/30/2016	7/21/2016	80.00		
697	INTRASTATE PEST	MAINTENANCE CONTRACTS	SOCCER FIELD	10181545 FY16	6/30/2016	7/21/2016	80.00		
698	INTRASTATE PEST	MAINTENANCE CONTRACTS	90 RESCUE LANE	10193987 FY16	6/30/2016	7/21/2016	102.00		
699	INTRASTATE PEST	MAINTENANCE CONTRACTS	160 COMMONS	10105783 FY16	6/30/2016	7/21/2016	148.00		
700	INTRASTATE PEST	MAINTENANCE CONTRACTS	197 MAIN ST	10105771 FY16	6/30/2016	7/21/2016	590.00		
701	INTRASTATE PEST	MAINTENANCE CONTRACTS	MONTHLY SERVICE	865992	7/4/2016	7/21/2016	28.00		
702	INTRASTATE PEST	MAINTENANCE CONTRACTS	MONTHLY SERVICE	866010	7/4/2016	7/21/2016	32.00		
703	INTRASTATE PEST	MAINTENANCE CONTRACTS	MONTHLY SERCIE	865987	7/4/2016	7/21/2016	58.00		
704	INTRASTATE PEST	MAINTENANCE CONTRACTS	MONTHLY SERVICE	865995	7/4/2016	7/21/2016	109.00		
705	REPUBLIC SERVICES #410	MAINTENANCE CONTRACTS	TRASH SERVICE	0410-00608952	7/15/2016	7/21/2016	1,446.23		
706	SHENANDOAH VALLEY WATER	WATER SERVICES	WATER	G24842500-16	6/30/2016	7/15/2016	32.65		
707	SHENANDOAH VALLEY WATER	WATER SERVICES	WATER	G3807110-16	6/30/2016	7/15/2016	41.25		
708	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	308832	7/6/2016	7/21/2016	217.71		
709	TIGER FUEL COMPANY	HEATING SERVICES	OFFROAD DIESEL	933833	6/30/2016	7/15/2016	160.01		
710	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	977235	7/16/2016	7/28/2016	425.34		
711	TREASURER, FLUVANNA CO	SEWER SERVICES	ACCT 201100-575	26792	6/29/2016	7/1/2016	10.00		
712	TREASURER, FLUVANNA CO	SEWER SERVICES	201300-577	26794	6/29/2016	7/1/2016	10.00		
713	TREASURER, FLUVANNA CO	SEWER SERVICES	ACCT 200200-565	26783	6/29/2016	7/1/2016	23.77		
714	TREASURER, FLUVANNA CO	SEWER SERVICES	ACCT 20600-592	26804	6/29/2016	7/1/2016	40.60		
715	TREASURER, FLUVANNA CO	SEWER SERVICES	ACCT 206100-593	26805	6/29/2016	7/1/2016	40.60		
716	TREASURER, FLUVANNA CO	SEWER SERVICES	ACCT 201000-574	26791	6/29/2016	7/1/2016	42.90		
717	TREASURER, FLUVANNA CO	SEWER SERVICES	ACCT 200300-567	26784	6/29/2016	7/1/2016	176.01		
718	TREASURER, FLUVANNA CO	SEWER SERVICES	ACCT 201300-577	27255	6/30/2016	7/28/2016	13.83		
719	TREASURER, FLUVANNA CO	SEWER SERVICES	ACCT 201100-575	27253	6/30/2016	7/28/2016	14.59		
720	TREASURER, FLUVANNA CO	SEWER SERVICES	ACCT 201000-574	27252	6/30/2016	7/28/2016	26.83		

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721	TREASURER, FLUVANNA CO	SEWER SERVICES	ACCT 206000-592	27265	6/30/2016	7/28/2016	48.25		
722	TREASURER, FLUVANNA CO	SEWER SERVICES	ACCT 206100-593	27266	6/30/2016	7/28/2016	48.25		
723	TREASURER, FLUVANNA CO	SEWER SERVICES	ACCT 200200-565	27244	6/30/2016	7/28/2016	91.09		
724	TREASURER, FLUVANNA CO	SEWER SERVICES	ACCT 200300-567	27245	6/30/2016	7/28/2016	225.73		
725	TREASURER, FLUVANNA CO	WATER SERVICES	11266-3955	26743	6/29/2016	7/1/2016	21.00		
726	TREASURER, FLUVANNA CO	WATER SERVICES	11259-3956	26744	6/29/2016	7/1/2016	21.00		
727	TREASURER, FLUVANNA CO	WATER SERVICES	ACCT 11120-134	26675	6/29/2016	7/1/2016	40.80		
728	TREASURER, FLUVANNA CO	WATER SERVICES	ACCT 11121-139	26745	6/29/2016	7/1/2016	51.80		
729	TREASURER, FLUVANNA CO	WATER SERVICES	ACCT 11260-143	26529	6/29/2016	7/1/2016	202.50		
730	TREASURER, FLUVANNA CO	WATER SERVICES	ACCT 11265-131	26530	6/29/2016	7/1/2016	418.10		
731	TREASURER, FLUVANNA CO	WATER SERVICES	ACCT 11120-134	27133	6/30/2016	7/28/2016	21.00		
732	TREASURER, FLUVANNA CO	WATER SERVICES	ACCT 11259-3956	27199	6/30/2016	7/28/2016	21.00		
733	TREASURER, FLUVANNA CO	WATER SERVICES	ACCT 11266-3955	27198	6/30/2016	7/28/2016	28.70		
734	TREASURER, FLUVANNA CO	WATER SERVICES	ACCT 11121-139	27200	6/30/2016	7/28/2016	44.10		
735	TREASURER, FLUVANNA CO	WATER SERVICES	ACCT 11260-143	26989	6/30/2016	7/28/2016	244.30		
736	TREASURER, FLUVANNA CO	WATER SERVICES	ACCT 26990	26990	6/30/2016	7/28/2016	392.80		
737									
738									
739	<b>PUBLIC WORKS</b>						<b>Total:</b>	<b>\$27,129.43</b>	
740	BANK OF AMERICA	VEHICLE	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	5.00		
741	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 0616	6/29/2016	7/1/2016	14.65		
742	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 071616	7/16/2016	7/28/2016	15.15		
743	DLT SOLUTIONS, LLC.	SOFTWARE SUPPORT FEES	SUBSCRIPTION	1172907	7/1/2016	7/1/2016	1,193.29		
744	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	063016	6/30/2016	7/15/2016	54.62		
745	VERIZON	TELECOMMUNICATIONS	WIRELESS	9767325566	6/29/2016	7/1/2016	99.84		
746	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	18996099	6/30/2016	7/15/2016	238.54		
747	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19041115	7/16/2016	7/28/2016	93.04		
748									
749									
750	<b>CONVENIENCE CENTER</b>						<b>Total:</b>	<b>\$1,714.13</b>	
751	BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH	4347-000005829	6/30/2016	7/15/2016	2,577.55		
752	BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH	4347-000005840	6/30/2016	7/21/2016	2,025.72		
753	CAROLINA SOFTWARE	BLDGS EQUIP REP & MAINT	SOFTWARE SUPPORT	61547	7/15/2016	7/15/2016	250.00		
754	CENTURYLINK	TELECOMMUNICATIONS	LANDFILL SCALES	310392717 061616	6/29/2016	7/1/2016	68.11		
755	CENTURYLINK	TELECOMMUNICATIONS	LANDFILL SCALES	310392717 071616	7/16/2016	7/28/2016	69.28		
756	FAIRBANKS SCALES, INC.	BLDGS EQUIP REP & MAINT	MAINTENANCE	1284084	6/30/2016	7/15/2016	3,003.12		
757	GARDENKEEPERS OF VIRGINIA, LLC.	CONTRACT SERVICES	YARD WORK	6987	6/30/2016	7/15/2016	1,016.00		
758	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	063016	6/30/2016	7/15/2016	129.18		
759	MO-JOHNS, INC.	LEASE/RENT	PORTABLE TOILET	91767	6/30/2016	7/21/2016	60.00		
760	VERIZON	TELECOMMUNICATIONS	WIRELESS	9767325566	6/29/2016	7/1/2016	31.75		
761	WINCHESTER EQUIPMENT COMPANY	BLDGS EQUIP REP & MAINT	MAINTENANCE	S01491 S01424	6/30/2016	7/21/2016	2,198.81		
762									
							<b>Total:</b>	<b>\$11,429.52</b>	


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763									
764	<b>LANDFILL POST CLOSURE</b>								
765	DRAPER ADEN ASSOCIATES	PROFESSIONAL SERVICES	GROUNDWATER MONITORING		2016050443	6/29/2016	7/1/2016		8,500.00
766	<b>Total:</b>								<b>\$8,500.00</b>
767									
768	<b>HEALTH</b>								
769	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL		309762613 0616	6/29/2016	7/1/2016		158.46
770	CENTURYLINK	TELECOMMUNICATIONS	FINANCE		309762613 071616	7/16/2016	7/28/2016		160.17
771	THOMAS JEFFERSON HEALTH DISTRICT	CONTRACT SERVICES	FY17 1ST QTR ALLOCATION		70116	7/1/2016	7/1/2016		66,265.00
772	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES		T300402	6/29/2016	7/1/2016		29.89
773	<b>Total:</b>								<b>\$66,613.52</b>
774									
775	<b>VJCCCA</b>								
776	FAMILY PRESERVATION SERV.	PROFESSIONAL SERVICES	ELECTRONIC MONITORING		PASN071298	6/30/2016	7/15/2016		273.00
777	REGION 10 CSB	PROFESSIONAL SERVICES	COUNSELING		682632	7/7/2016	7/8/2016		140.00
778	<b>Total:</b>								<b>\$413.00</b>
779									
780	<b>CSA</b>								
781	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES		063016	6/30/2016	7/21/2016		33.69
782	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES		063016	6/30/2016	7/21/2016		68.92
783	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL		309762613 0616	6/29/2016	7/1/2016		7.33
784	CENTURYLINK	TELECOMMUNICATIONS	FINANCE		309762613 071616	7/16/2016	7/28/2016		7.57
785	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE		061916	6/30/2016	7/21/2016		7.90
786	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER		18935701	6/29/2016	7/1/2016		57.22
787	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER		19087317	7/27/2016	7/28/2016		49.86
788	<b>Total:</b>								<b>\$232.49</b>
789									
790	<b>CSA PURCHASE OF SERVICES</b>								
791	ADDICTION RECOVERY SYSTEMS, LLC.	COMM SVCS			P06919153619	6/30/2016	7/15/2016		420.00
792	ADDICTION RECOVERY SYSTEMS, LLC.	COMM SVCS			P05919153737	5/31/2016	7/15/2016		434.00
793	ADDICTION RECOVERY SYSTEMS, LLC.	COMM SVCS			P06919153766	6/30/2016	7/21/2016		392.00
794	ALLIED INSTRUCTIONAL SERVICES	POS MANDATED SPED-			P06000785101	6/30/2016	7/15/2016		150.00
795	BARRETT EARLY LEARNING CENTER, INC.	COMM SVCS			P06919139901	6/30/2016	7/28/2016		726.00
796	BEAUTIFUL GATE MINISTRY, INC	COMM SVCS			P06919137434	6/30/2016	7/15/2016		420.00
797	CENTRA HEALTH, INC.	EDUC SVCS CONG CARE			P12000797247	12/31/2015	7/15/2016		350.00
798	CHILD CONNECTION DEVELOPMENT	COMM SVCS			P06919140120	6/30/2016	7/15/2016		770.00
799	CHILD CONNECTION DEVELOPMENT	COMM SVCS			P06919139421	6/30/2016	7/15/2016		792.00
800	CHILD CONNECTION DEVELOPMENT	COMM SVCS			P05919139418	5/31/2016	7/28/2016		792.00
801	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS			P05919146904	5/31/2016	7/1/2016		275.00
802	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS			P05919138703	5/31/2016	7/1/2016		1,020.00
803	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS			P06000798805	6/30/2016	7/28/2016		137.50
804	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS			P06000798906	6/30/2016	7/28/2016		315.00


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805	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P06000805504	6/30/2016	7/28/2016	420.00		
806	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P06919146903	6/30/2016	7/28/2016	508.75		
807	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P06919138702	6/30/2016	7/28/2016	780.00		
808	DETOUR MENTORING	COMM SVCS		P06000791828	6/30/2016	7/15/2016	100.00		
809	DETOUR MENTORING	COMM SVCS		P06000793823	6/30/2016	7/15/2016	200.00		
810	DETOUR MENTORING	COMM SVCS		P06000791726	6/30/2016	7/15/2016	500.00		
811	DETOUR MENTORING	COMM SVCS		P06919144429	6/30/2016	7/15/2016	500.00		
812	DETOUR MENTORING	COMM SVCS		P06000797522	6/30/2016	7/15/2016	550.00		
813	DETOUR MENTORING	COMM SVCS		P05919154238	5/31/2016	7/15/2016	600.00		
814	DETOUR MENTORING	COMM SVCS		P06919146031	6/30/2016	7/15/2016	1,000.00		
815	DETOUR MENTORING	COMM SVCS		P06919154230	6/30/2016	7/15/2016	1,000.00		
816	DETOUR MENTORING	COMM SVCS		P06000792924	6/30/2016	7/15/2016	1,250.00		
817	DETOUR MENTORING	COMM SVCS		P06000781127	6/30/2016	7/15/2016	1,500.00		
818	DETOUR MENTORING	COMM SVCS		P06000791625	6/30/2016	7/15/2016	1,500.00		
819		POS MANDATED FFOP		P06919138154	6/30/2016	7/15/2016	448.00		
820		POS MANDATED FFOP		P06919126853	6/30/2016	7/15/2016	541.00		
821		POS MANDATED FFOP		P06919138052	6/30/2016	7/15/2016	672.00		
822		POS MANDATED FFOP		P06919126655	6/30/2016	7/15/2016	686.00		
823	DISCOVERY SCHOOL	RES. CONG. CARE		P06000794159	6/30/2016	7/15/2016	5,700.00		
824	DISCOVERY SCHOOL	RES. CONG. CARE		P06919131557	6/30/2016	7/15/2016	5,700.00		
825	DISCOVERY SCHOOL	RES. CONG. CARE		P06000791076	6/30/2016	7/21/2016	5,100.00		
826	DISCOVERY SCHOOL	RES. CONG. CARE		P06000797621	6/30/2016	7/28/2016	5,400.00		
827	DISCOVERY SCHOOL	RES. CONG. CARE		P06000798322	6/30/2016	7/28/2016	5,400.00		
828	ELK HILL	COMM SVCS		P05919150905	5/31/2016	7/1/2016	725.00		
829	ELK HILL	POS MANDATED SPED-		P06000789108	6/30/2016	7/8/2016	2,340.00		
830	ELK HILL	POS MANDATED SPED-		P05000789010	5/31/2016	7/8/2016	2,550.00		
831	ELK HILL	POS MANDATED SPED-		P05000789109	5/31/2016	7/8/2016	4,095.00		
832	ELK HILL	POS MANDATED SPED-		P06919146402	6/30/2016	7/15/2016	3,570.00		
833	ELK HILL	RES. CONG. CARE		P06919145858	6/30/2016	7/15/2016	5,100.00		
834	FAMILY PRESERVATION SERV.	COMM SVCS		P05000799326	5/31/2016	7/8/2016	100.00		
835	FAMILY PRESERVATION SERV.	COMM SVCS		P05000799222	5/31/2016	7/8/2016	270.00		
836	FAMILY PRESERVATION SERV.	COMM SVCS		P05000795724	5/31/2016	7/8/2016	300.00		
837	FAMILY PRESERVATION SERV.	COMM SVCS		P04000790314	4/30/2016	7/8/2016	350.00		
838	FAMILY PRESERVATION SERV.	COMM SVCS		P05000799425	5/31/2016	7/8/2016	750.00		
839	FAMILY PRESERVATION SERV.	COMM SVCS		P05000797818	5/31/2016	7/8/2016	930.00		
840	FAMILY PRESERVATION SERV.	COMM SVCS		P05000796020	5/31/2016	7/8/2016	1,080.00		
841	FAMILY PRESERVATION SERV.	COMM SVCS		P04000796013	4/30/2016	7/8/2016	1,155.00		
842	FAMILY PRESERVATION SERV.	COMM SVCS		P04000796112	4/30/2016	7/8/2016	1,237.50		
843	FAMILY PRESERVATION SERV.	COMM SVCS		P05000799021	5/31/2016	7/8/2016	1,245.00		
844	FAMILY PRESERVATION SERV.	COMM SVCS		P05000796123	5/31/2016	7/8/2016	1,250.00		
845	FAMILY PRESERVATION SERV.	COMM SVCS		P05000796519	5/31/2016	7/8/2016	1,485.00		
846	FAMILY PRESERVATION SERV.	COMM SVCS		P04000796511	4/30/2016	7/8/2016	1,500.00		

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847	FAMILY PRESERVATION SERV.	COMM SVCS		P04919138917	4/30/2016	7/15/2016	240.00		
848	FAMILY PRESERVATION SERV.	COMM SVCS		P05919138842	5/31/2016	7/15/2016	270.00		
849	FAMILY PRESERVATION SERV.	COMM SVCS		P05000790341	5/31/2016	7/15/2016	300.00		
850	FAMILY PRESERVATION SERV.	COMM SVCS		P05919119639	5/31/2016	7/15/2016	315.00		
851	FAMILY PRESERVATION SERV.	COMM SVCS		P05919138944	5/31/2016	7/15/2016	375.00		
852	FAMILY PRESERVATION SERV.	COMM SVCS		P03919144636	3/31/2016	7/15/2016	480.00		
853	FAMILY PRESERVATION SERV.	COMM SVCS		P04919138515	4/30/2016	7/15/2016	500.00		
854	FAMILY PRESERVATION SERV.	COMM SVCS		P04919144613	4/30/2016	7/15/2016	540.00		
855	FAMILY PRESERVATION SERV.	COMM SVCS		P05919144640	5/31/2016	7/15/2016	705.00		
856	FAMILY PRESERVATION SERV.	COMM SVCS		P05919138545	5/31/2016	7/15/2016	837.50		
857	FAMILY PRESERVATION SERV.	COMM SVCS		P04919119612	4/30/2016	7/15/2016	900.00		
858	FAMILY PRESERVATION SERV.	COMM SVCS		P04919138814	4/30/2016	7/15/2016	1,065.00		
859	FAMILY PRESERVATION SERV.	COMM SVCS		P01919139318	1/31/2016	7/15/2016	1,200.00		
860	FAMILY PRESERVATION SERV.	COMM SVCS		P05919142843	5/31/2016	7/15/2016	1,350.00		
861	FAMILY PRESERVATION SERV.	COMM SVCS		P04919142816	4/30/2016	7/15/2016	1,500.00		
862	FAMILY PRESERVATION SERV.	COMM SVCS		P05000792774	5/31/2016	7/21/2016	60.00		
863	FAMILY PRESERVATION SERV.	COMM SVCS		P06000792767	6/30/2016	7/21/2016	435.00		
864	FAMILY PRESERVATION SERV.	COMM SVCS		P06000791368	6/30/2016	7/21/2016	555.00		
865	FAMILY PRESERVATION SERV.	COMM SVCS		P04000792761	4/30/2016	7/21/2016	630.00		
866	FAMILY PRESERVATION SERV.	COMM SVCS		P04000791362	4/30/2016	7/21/2016	690.00		
867	FAMILY PRESERVATION SERV.	COMM SVCS		P04000799265	4/30/2016	7/21/2016	840.00		
868	FAMILY PRESERVATION SERV.	COMM SVCS		P04000799064	4/30/2016	7/21/2016	870.00		
869	FAMILY PRESERVATION SERV.	COMM SVCS		P05000801273	5/31/2016	7/21/2016	897.50		
870	FAMILY PRESERVATION SERV.	COMM SVCS		P04000795363	4/30/2016	7/21/2016	1,332.50		
871	FAMILY PRESERVATION SERV.	COMM SVCS		P06000799411	6/30/2016	7/28/2016	420.00		
872	FAMILY PRESERVATION SERV.	COMM SVCS		P06000796008	6/30/2016	7/28/2016	450.00		
873	FAMILY PRESERVATION SERV.	COMM SVCS		P06000799310	6/30/2016	7/28/2016	650.00		
874	FAMILY PRESERVATION SERV.	COMM SVCS		P06000796115	6/30/2016	7/28/2016	875.00		
875	FAMILY PRESERVATION SERV.	COMM SVCS		P06000799212	6/30/2016	7/28/2016	900.00		
876	FAMILY PRESERVATION SERV.	COMM SVCS		P06000799009	6/30/2016	7/28/2016	915.00		
877	FAMILY PRESERVATION SERV.	COMM SVCS		P06000797814	6/30/2016	7/28/2016	1,395.00		
878	FAMILY PRESERVATION SERV.	COMM SVCS		P06000796513	6/30/2016	7/28/2016	1,500.00		
879	FLUVANNA CO PARKS & REC	COMM SVCS		P07000800960	7/31/2016	7/15/2016	50.00		
880	FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P04000795816	4/30/2016	7/8/2016	15.00		
881	FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P04000796615	4/30/2016	7/8/2016	30.00		
882	GPM INVESTMENTS LLC	COMM SVCS		P05000799527	5/31/2016	7/8/2016	500.00		
883	GRAFTON INTERGRATED HEALTH	EDUC SVCS CONG CARE		P05000782529	5/31/2016	7/8/2016	5,103.00		
884	GRAFTON INTERGRATED HEALTH	EDUC SVCS CONG CARE		P05000796928	5/31/2016	7/8/2016	5,255.25		
885	GRAFTON INTERGRATED HEALTH	RES. CONG. CARE		P05000782431	5/31/2016	7/8/2016	325.00		
886	GRAFTON INTERGRATED HEALTH	RES. CONG. CARE		P05000796733	5/31/2016	7/8/2016	585.00		
887	GRAFTON INTERGRATED HEALTH	RES. CONG. CARE		P05000796832	5/31/2016	7/8/2016	1,891.00		
888	INTERCEPT YOUTH SERVICE	POS MANDATED FFOP		P05919150756	5/31/2016	7/15/2016	644.00		


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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>		
889	INTERCEPT YOUTH SERVICE	POS MANDATED FFOP		P06919150720	6/30/2016	7/28/2016	644.00		
890		COMM SVCS		P06000787733	6/30/2016	7/15/2016	300.00		
891		COMM SVCS		P06919301135	6/30/2016	7/15/2016	500.00		
892	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P06000778807	6/30/2016	7/15/2016	4,420.00		
893	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P06000778908	6/30/2016	7/15/2016	4,420.00		
894	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P06000782105	6/30/2016	7/15/2016	4,420.00		
895	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P06000782204	6/30/2016	7/15/2016	4,420.00		
896	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P06000786909	6/30/2016	7/15/2016	4,420.00		
897	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P06000787006	6/30/2016	7/15/2016	4,420.00		
898	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P06000787103	6/30/2016	7/15/2016	4,420.00		
899	LINDY SWIMM, LCSW	COMM SVCS		P06919139507	6/30/2016	7/28/2016	1,250.00		
900	NATIONAL COUNSELING GROUP	COMM SVCS		P06000805269	6/30/2016	7/21/2016	551.25		
901	PEOPLE PLACES, INC.	COMM SVCS		P02919141202	2/29/2016	7/1/2016	52.50		
902	PEOPLE PLACES, INC.	COMM SVCS		P02919121801	2/29/2016	7/1/2016	761.25		
903	PEOPLE PLACES, INC.	COMM SVCS		P05919119746	5/31/2016	7/15/2016	301.88		
904	PEOPLE PLACES, INC.	COMM SVCS		P06919121871	6/30/2016	7/21/2016	800.63		
905	PEOPLE PLACES, INC.	COMM SVCS		P06919119770	6/30/2016	7/21/2016	826.88		
906	PRANA OT LLC	COMM SVCS		P06919152232	6/30/2016	7/15/2016	285.00		
907	REGION TEN	COMM SVCS		P06919301072	6/30/2016	7/21/2016	126.03		
908	RESCARE	POS MAND FC LIC RES CONG		P05919302019	5/31/2016	7/28/2016	1,961.79		
909		POS MANDATED FFOP		P06919146250	6/30/2016	7/15/2016	910.00		
910		POS MANDATED FFOP		P06919146351	6/30/2016	7/15/2016	910.00		
911		COMM SVCS		P05919138606	5/31/2016	7/1/2016	960.00		
912		COMM SVCS		P06919138616	6/30/2016	7/28/2016	840.00		
913	THE FAISON SCHOOL FOR AUTISM, INC.	POS MANDATED SPED-		P06000785311	6/30/2016	7/15/2016	5,390.00		
914	THE FAISON SCHOOL FOR AUTISM, INC.	POS MANDATED SPED-		P06000785410	6/30/2016	7/15/2016	6,970.00		
915	UNITED METHODIST FAMILY SERVICES,	COMM SVCS		P06919301417	6/20/2016	7/28/2016	1,883.20		
916	UNITED METHODIST FAMILY SERVICES,	TFC LIC. RES CONG CARE		P08919303679	8/31/2015	7/21/2016	541.92		
917	UNITED METHODIST FAMILY SERVICES,	TFC LIC. RES CONG CARE		P08919303780	8/31/2015	7/21/2016	542.08		
918	UNITED METHODIST FAMILY SERVICES,	TFC LIC. RES CONG CARE		P06919136783	6/30/2016	7/21/2016	1,120.00		
919	UNITED METHODIST FAMILY SERVICES,	TFC LIC. RES CONG CARE		P06919122281	6/30/2016	7/21/2016	3,102.00		
920	UNITED METHODIST FAMILY SERVICES,	TFC LIC. RES CONG CARE		P06919121682	6/30/2016	7/21/2016	3,300.30		
921	VA HOME FOR BOYS & GIRLS	COMM SVCS		P03000800017	3/31/2016	7/8/2016	450.00		
922	VA HOME FOR BOYS & GIRLS	EDUC SVCS CONG CARE		P05000787907	5/31/2016	7/1/2016	3,990.00		
923	VA HOME FOR BOYS & GIRLS	EDUC SVCS CONG CARE		P05000793430	5/31/2016	7/8/2016	3,990.00		
924	VA HOME FOR BOYS & GIRLS	EDUC SVCS CONG CARE		P06000787948	6/30/2016	7/15/2016	2,280.00		
925	VA HOME FOR BOYS & GIRLS	EDUC SVCS CONG CARE		P06000793449	6/30/2016	7/15/2016	2,280.00		
926	VA HOME FOR BOYS & GIRLS	EDUC SVCS CONG CARE		P06000801075	6/30/2016	7/21/2016	600.00		
927	VA HOME FOR BOYS & GIRLS	RES. CONG. CARE		P05000796435	5/31/2016	7/8/2016	899.00		
928	VA HOME FOR BOYS & GIRLS	RES. CONG. CARE		P05000793734	5/31/2016	7/8/2016	7,085.36		
929	VA HOME FOR BOYS & GIRLS	RES. CONG. CARE		P06000796478	6/30/2016	7/21/2016	174.00		
930	VA HOME FOR BOYS & GIRLS	RES. CONG. CARE		P06000793777	6/30/2016	7/21/2016	6,856.80		

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931								Total:	\$209,848.37
932									
933	PARKS & RECREATION								
934	ALINA ACKENBOM	PROFESSIONAL SERVICES	TENNIS	5	7/18/2016	7/21/2016	105.00		
935	ALYSON PIENO	RECREATIONAL SUPPLIES	PARKING FEE	072617	7/16/2016	7/28/2016	30.00		
936	ASHLEIGH MORRIS	PROFESSIONAL SERVICES	DOGGIE CLASS	4-2016	7/18/2016	7/21/2016	960.00		
937	ATWOOD REPROGRAPHICS, INC	PRINTING AND BINDING	MAP PRINTING	149321	7/11/2016	7/28/2016	474.30		
938	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	3.58		
939	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	3.69		
940	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	4.50		
941	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	4.58		
942	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	6.32		
943	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	7.10		
944	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	7.36		
945	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	13.29		
946	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	13.32		
947	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	15.80		
948	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	19.46		
949	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	27.69		
950	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	33.34		
951	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	33.96		
952	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	34.97		
953	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	50.70		
954	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	53.14		
955	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	57.93		
956	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	65.25		
957	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	67.20		
958	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	99.00		
959	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	106.02		
960	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	137.00		
961	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	216.00		
962	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	230.00		
963	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	809.99		
964	CAMP FRIENDSHIP	PROFESSIONAL SERVICES	CAMP	41	6/30/2016	7/15/2016	3,640.00		
965	CATHERINE R. GARCIA	PROFESSIONAL SERVICES	POTTERY	40	6/29/2016	7/1/2016	964.00		
966	CATHERINE R. GARCIA	PROFESSIONAL SERVICES	POTTERY CAMP	3	7/18/2016	7/21/2016	252.00		
967	CENTURYLINK	TELECOMMUNICATIONS	PARKS AND REC	309373828 0616	6/29/2016	7/1/2016	638.67		
968	CENTURYLINK	TELECOMMUNICATIONS	PARKS AND REC	309373828 071616	7/16/2016	7/28/2016	626.89		
969	FLUVANNA REVIEW	ADVERTISING	COUNTY FAIR AD	2016F28-11	7/14/2016	7/21/2016	250.00		
970	HEATHER ANTONACCI	PROFESSIONAL SERVICES	EQUUS CAMP	39 0616	6/29/2016	7/1/2016	798.00		
971	HEATHER ANTONACCI	PROFESSIONAL SERVICES	EQUUS SPRING CAMP	2-2016	7/18/2016	7/21/2016	210.00		
972	IMAGE DESIGNERS, INC.	UNIFORM/WEARING	SHIRTS	W063496	7/15/2016	7/21/2016	93.26		


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973	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	063016	6/30/2016	7/15/2016	168.65			
974	LAKE MONTICELLO OWNERS	PROFESSIONAL SERVICES	INTRO KAYAKING	38	6/29/2016	7/1/2016	60.00			
975	MICHAEL J MORRIS	CONTRACT SERVICES	ANNUAL SUBSCRIPTION	INV-9091	7/15/2016	7/15/2016	4,440.00			
976	MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILETS	071416	6/30/2016	7/15/2016	420.00			
977	NATIONAL RECREATION AND PARK	DUES OR ASSOCIATION	MEMBERSHIP	070516	7/15/2016	7/15/2016	600.00			
978	PRINCE WILLIAM COUNTY	PRINTING AND BINDING	BUSINESS CARDS (PIENO)	28	7/15/2016	7/15/2016	36.74			
979	PRINCE WILLIAM COUNTY	PRINTING AND BINDING	BUSINESS CARDS (SPITZER)	31	7/15/2016	7/15/2016	36.74			
980	S & S WORLDWIDE, INC.	RECREATIONAL SUPPLIES	SUPPLIES	9154142	7/15/2016	7/15/2016	54.99			
981	SAMS CLUB/GEMB	DUES OR ASSOCIATION	RENEWAL	072016	7/15/2016	7/15/2016	135.00			
982	SAM'S CLUB	RECREATIONAL SUPPLIES	SENIOR PICNIC SUPPLIES	072516	7/16/2016	7/28/2016	175.29			
983	SHENANDOAH VALLEY WATER	CONTRACT SERVICES	WATER	G3442800-16	6/30/2016	7/15/2016	9.00			
984	SHENANDOAH VALLEY WATER	CONTRACT SERVICES	WATER	G3445700-16	6/30/2016	7/15/2016	130.45			
985	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	11.79			
986	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	24.05			
987	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T300402	6/29/2016	7/1/2016	27.77			
988	VALLEY TIMBER SALES, INC.	SITE IMPROVEMENTS	SUPPLIES	63685	7/15/2016	7/15/2016	1,038.52			
989	VERIZON BUSINESS/MCI COMM SERVICE	TELECOMMUNICATIONS	LONG DISTANCE	09654835	6/29/2016	7/1/2016	18.73			
990	VERIZON	TELECOMMUNICATIONS	WIRELESS	9767325566	6/29/2016	7/1/2016	49.92			
991	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	18958241	6/29/2016	7/1/2016	34.66			
992	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	18958238	6/29/2016	7/1/2016	146.68			
993	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19013415	7/15/2016	7/15/2016	344.62			
994	VIRGINIA RECREATION & PARK SOCIETY	CONVENTION AND	ANNUAL CONFERENCE	7249290	7/18/2016	7/21/2016	410.00			
995	VIRGINIA RECREATION & PARK SOCIETY	CONVENTION AND	ANNUAL CONFERENCE	7249300	7/18/2016	7/21/2016	410.00			
996	VIRGINIA RECREATION & PARK SOCIETY	CONVENTION AND	ANNUAL CONFERENCE	7249310	7/18/2016	7/21/2016	410.00			
997	VIRGINIA RECREATION & PARK SOCIETY	CONVENTION AND	ANNUAL CONFERENCE	7249320	7/18/2016	7/21/2016	435.00			
998	VIRGINIA RECREATION & PARK SOCIETY	DUES OR ASSOCIATION	DUES	062916	6/30/2016	7/15/2016	352.00			
999	VIRGINIA RECREATION & PARK SOCIETY	RECREATIONAL SUPPLIES	KINGS DOMINION TICKETS	24045 0616	6/29/2016	7/1/2016	861.00			
1000	VIRGINIA RECREATION & PARK SOCIETY	RECREATIONAL SUPPLIES	KINGS DOMINION TICKETS	24046	6/29/2016	7/1/2016	1,296.00			
1001							Total:	\$23,300.91		
1002										
1003	LIBRARY									
1004	ADVANTAGE OFFICE SYSTEMS	OFFICE SUPPLIES	TONER	4465	6/29/2016	7/1/2016	119.00			
1005	ADVANTAGE OFFICE SYSTEMS	OFFICE SUPPLIES	INK CARTRIDGE	4543	7/14/2016	7/21/2016	250.00			
1006	AFFORDABLE ALTERNATIVES	OFFICE SUPPLIES	LABELER ASSISTS	6236	6/29/2016	7/1/2016	419.42			
1007	AMAZON.COM	BOOKS/PUBLICATIONS	ACCT 6045787810121901	071016	7/27/2016	7/28/2016	11,846.93			
1008	AMAZON.COM	BOOKS/PUBLICATIONS	BOOKS	071016 2	7/10/2016	7/28/2016	640.20			
1009	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	10.00			
1010	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	13.95			
1011	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	15.96			
1012	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	19.97			
1013	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	29.97			
1014	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	23.99			


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1015	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	24.01		
1016	CENTURYLINK	TELECOMMUNICATIONS	LIBRARY	30964741 061616	6/29/2016	7/1/2016	2,075.91		
1017	CENTURYLINK	TELECOMMUNICATIONS	LIBRARY	309647441 071616	7/16/2016	7/28/2016	2,081.94		
1018	DEMCO	OFFICE SUPPLIES	SUPPLIES	5897611	7/7/2016	7/8/2016	131.20		
1019	DEMCO	OFFICE SUPPLIES	BOOK RACK, TAPE, LABELS	5914310	7/14/2016	7/21/2016	203.29		
1020	DEMCO	OFFICE SUPPLIES	MAGAZINE COVERS	5908460	7/7/2016	7/21/2016	255.60		
1021	GALE	BOOKS/PUBLICATIONS	BOOK	58365606	7/16/2016	7/28/2016	24.64		
1022	GALE	BOOKS/PUBLICATIONS	BOOKS	58392537	7/16/2016	7/28/2016	135.10		
1023	GALE	BOOKS/PUBLICATIONS	BOOKS	58360822	7/16/2016	7/28/2016	302.52		
1024	KODIAK, LLC.	LEASE/RENT	SHRED	57457	6/30/2016	7/21/2016	133.75		
1025	OVERDRIVE	BOOKS/PUBLICATIONS	STORYBOOK	3100-000518797050316	7/7/2016	7/8/2016	6.99		
1026	OVERDRIVE	BOOKS/PUBLICATIONS	BOOKS	457197-062816	6/30/2016	7/15/2016	34.96		
1027	OVERDRIVE	BOOKS/PUBLICATIONS	VIDEO	164621273-062316	6/30/2016	7/15/2016	221.87		
1028	OVERDRIVE	BOOKS/PUBLICATIONS	EBOOKS	162441710-062316	6/30/2016	7/15/2016	263.12		
1029	OVERDRIVE	BOOKS/PUBLICATIONS	EBOOKS	141056880-063016	6/30/2016	7/15/2016	268.93		
1030	OVERDRIVE	BOOKS/PUBLICATIONS	VIDEOS	163642047-062316	6/30/2016	7/15/2016	280.57		
1031	OVERDRIVE	BOOKS/PUBLICATIONS	EBOOKS	161101800-062316	6/30/2016	7/15/2016	375.98		
1032	OVERDRIVE	BOOKS/PUBLICATIONS	EBOOKS	153055977-062316	6/30/2016	7/15/2016	415.52		
1033	OVERDRIVE	BOOKS/PUBLICATIONS	EBOOKS	113506820-062316	6/30/2016	7/15/2016	631.99		
1034	OVERDRIVE	BOOKS/PUBLICATIONS	EBOOKS	131139960-020816	6/30/2016	7/15/2016	641.66		
1035	OVERDRIVE	BOOKS/PUBLICATIONS	EBOOKS	141826213-063016	6/30/2016	7/15/2016	795.97		
1036	OVERDRIVE	BOOKS/PUBLICATIONS	EBOOKS	1472534287-040116	6/30/2016	7/15/2016	1,015.95		
1037	OVERDRIVE	BOOKS/PUBLICATIONS	EBOOKS	105215660-062316	6/30/2016	7/15/2016	1,200.73		
1038	OVERDRIVE	BOOKS/PUBLICATIONS	EBOOK	3100-000116887041316	6/30/2016	7/21/2016	4.99		
1039	OVERDRIVE	BOOKS/PUBLICATIONS	MAINTENANCE FEE	H-0036211	7/16/2016	7/28/2016	3,417.00		
1040	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	G5329010-16	6/30/2016	7/28/2016	10.00		
1041	SHENANDOAH VALLEY WATER	MAINTENANCE CONTRACTS	WATER	G5329010-16	6/30/2016	7/28/2016	78.85		
1042	SHOWCASES	OFFICE SUPPLIES	CD ALBUM	293942	7/6/2016	7/21/2016	364.10		
1043	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	ACCT 601110007680044	060416	6/29/2016	7/1/2016	1,001.29		
1044	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	8.70		
1045	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	22.68		
1046	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	46.55		
1047	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	51.34		
1048	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	54.26		
1049	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	60.59		
1050	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	77.97		
1051	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	91.05		
1052	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	115.58		
1053	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	485.34		
1054	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8039943980	6/30/2016	7/15/2016	674.11		
1055	THE LIBRARY CORPORATION	BOOKS/PUBLICATIONS	SOLUTION SOFTWARE	2016080090	7/16/2016	7/28/2016	8,341.00		
1056							<b>Total:</b>	<b>\$39,816.99</b>	

	A	B	C	D	F	G	H	I	J
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2	<b>County of Fluvanna Accounts Payable List</b>		<b>From Date: 7/1/2016 To Date: 7/31/2016</b>						
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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>
1057									
1058	<b>COUNTY PLANNER</b>								
1059	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL		309762613 0616	6/29/2016	7/1/2016		18.31
1060	CENTURYLINK	TELECOMMUNICATIONS	FINANCE		309762613 071616	7/16/2016	7/28/2016		18.93
1061	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL		063016	6/30/2016	7/15/2016		32.03
1062	DEIDRE CREASY	MILEAGE ALLOWANCES	MILEAGE		063016	7/7/2016	7/8/2016		11.34
1063	DEIDRE CREASY	MILEAGE ALLOWANCES	MILEAGE		052016	7/7/2016	7/8/2016		11.34
1064	ANTHONY AND MELISSA HUTCHERSON	REFUNDS	REIMBURSEMENT		063016 1	6/30/2016	7/15/2016		6,750.00
1065	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES		8039943980	6/30/2016	7/15/2016		21.01
1066	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES		8039943980	6/30/2016	7/15/2016		29.25
1067	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES		T300402	6/29/2016	7/1/2016		35.35
1068	VERIZON	TELECOMMUNICATIONS	WIRELESS		9767325566	6/29/2016	7/1/2016		99.84
1069	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER		18958239	6/29/2016	7/1/2016		335.61
1070	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER		19041114	7/11/2016	7/21/2016		93.04
1071								<b>Total:</b>	<b>\$7,456.05</b>
1072									
1073	<b>ECONOMIC DEVELOPMENT</b>								
1074	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES		063016	6/30/2016	7/21/2016		72.00
1075	BANK OF AMERICA	PRINTING AND BINDING	P-CARD PURCHASES		063016	6/30/2016	7/21/2016		33.97
1076	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL		309762613 0616	6/29/2016	7/1/2016		3.66
1077	CENTURYLINK	TELECOMMUNICATIONS	FINANCE		309762613 071616	7/16/2016	7/28/2016		3.79
1078	JASON SMITH	OTHER OPERATING	EDTAC		0212	7/15/2016	7/15/2016		35.83
1079	JASON SMITH	OTHER OPERATING	STAFF FAREWELL		070516	7/7/2016	7/8/2016		33.80
1080	VERIZON	TELECOMMUNICATIONS	WIRELESS		9767325566	6/29/2016	7/1/2016		149.91
1081								<b>Total:</b>	<b>\$332.96</b>
1082									
1083	<b>VA COOPERATIVE EXTENSION</b>								
1084	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL		309762613 0616	6/29/2016	7/1/2016		18.31
1085	CENTURYLINK	TELECOMMUNICATIONS	FINANCE		309762613 071616	7/16/2016	7/28/2016		18.93
1086	GLOBAL PROMOS	CONTRACT SERVICES	SHIRTS		062716	7/7/2016	7/8/2016		216.52
1087	JOHN THOMPSON	AGRICULTURAL SUPPLIES	REIMBURSEMENT		071916	7/16/2016	7/28/2016		76.13
1088	JOHN THOMPSON	CONTRACT SERVICES	SUPPLIES		063016	7/7/2016	7/8/2016		462.36
1089	JOHN THOMPSON	CONTRACT SERVICES	INTERVIEW LUNCH		070116	7/8/2016	7/8/2016		34.59
1090	JONES AUTOMOTIVE/ALL STAR AUTO	AGRICULTURAL SUPPLIES	MAINTENANCE		69964	7/16/2016	7/28/2016		30.00
1091	KIMBERLY MAYO	CONTRACT SERVICES	CLIPPERS AND FANS		063016	7/7/2016	7/8/2016		283.44
1092	KIMBERLY MAYO	OTHER OPERATING	CLIPPERS AND FANS		063016	7/7/2016	7/8/2016		413.99
1093	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES		T300402	6/29/2016	7/1/2016		37.23
1094								<b>Total:</b>	<b>\$1,591.50</b>
1095									
1096	<b>NON PROFITS</b>								
1097	CENTRAL VIRGINIA PARTNERS FOR	CV PARTNERSHIP ECO DEV	FY17 ANNUAL ALLOCATION		70116	7/1/2016	7/1/2016		12,985.00
1098	CENTRAL VIRGINIA SBDC	SMALL BUSINESS	FY17 ANNUAL ALLOCATION		70116	7/1/2016	7/1/2016		2,500.00

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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
1099	CHILDREN YOUTH & FAMILY SERVICES	CHILDREN, YOUTH & FAMILY	FY17 ANNUAL ALLOCATION	07116	7/1/2016	7/1/2016	2,100.00		
1100	FLUVANNA COUNTY CHAMBER OF	FLU CHAMBER OF COMM	FY17 ANNUAL ALLOCATION	70116	7/1/2016	7/1/2016	3,500.00		
1101	FLUVANNA COUNTY HISTORICAL SOCIETY	COUNTY MUSEUM	FY17 ANNUAL ALLOCATION	70116	7/1/2016	7/1/2016	525.00		
1102	FLUVANNA/LOUISA HOUSING	FLUVANNA HOUSING	FY17 ANNUAL ALLOCATION	70116	7/1/2016	7/1/2016	16,000.00		
1103	JAUNT, INC.	JAUNT	FY17 1ST QTR ALLOCATION	70116	7/1/2016	7/1/2016	19,851.00		
1104	JEFFERSON AREA BOARD FOR AGING	JEFFERSON AREA	FY17 1ST QTR ALLOCATION	70116	7/1/2016	7/1/2016	20,874.00		
1105	JEFFERSON AREA CHIP	JEFFERSON AREA CHIP	FY17 1ST QTR ALLOCATION	70116	7/1/2016	7/1/2016	12,750.00		
1106	LEADERSHIP DEVELOPMENT PROGRAM	LEADERSHIP DEVELOPMENT	FY17 ANNUAL ALLOCATION	70116	7/1/2016	7/1/2016	1,000.00		
1107	LEGAL AID JUSTICE CENTER	LEGAL AID	FY17 ANNUAL ALLOCATION	70116	7/1/2016	7/1/2016	4,000.00		
1108	MONTICELLO AREA COMMUNITY ACTION	MACAA	FY17 1ST QTR ALLOCATION	70116	7/1/2016	7/1/2016	12,478.25		
1109	OAR JEFFERSON AREA COMM.	OFFENDER AID &	FY17 ANNUAL ALLOCATION	70116	7/1/2016	7/1/2016	13,261.00		
1110	PIEDMONT HOUSING ALLIANCE	PIEDMONT HOUSING	FY17 ANNUAL ALLOCATION	70116	7/1/2016	7/1/2016	2,100.00		
1111	PIEDMONT VIRGINIA COMMUNITY	PIEDMONT VA. COMM.	FY17 ANNUAL ALLOCATION	70116	7/1/2016	7/1/2016	7,380.00		
1112	PIEDMONT WORKFORCE NETWORK	PIEDMONT WORKFORCE	FY17 ANNUAL ALLOCATION	70116	7/1/2016	7/1/2016	3,896.00		
1113	REGION TEN	REGION TEN COMMUNITY	FY17 1ST QTR ALLOCATION	70116	7/1/2016	7/1/2016	31,562.50		
1114	SEXUAL ASSAULT RESOURCE AGENCY	SEXUAL ASSAULT	FY17 ANNUAL ALLOCATION	70116	7/1/2016	7/1/2016	1,000.00		
1115	SHELTER FOR HELP IN EMERG	SHELTER FOR	FY17 ANNUAL ALLOCATION	70116	7/1/2016	7/1/2016	9,000.00		
1116	STREAMWATCH	STREAMWATCH	FY17 ANNUAL ALLOCATION	70116	7/1/2016	7/1/2016	1,750.00		
1117	THOMAS JEFFERSON EMS, INC.	T J EMS	FY17 ANNUAL ALLOCATION	70116	7/1/2016	7/1/2016	16,095.00		
1118	THOMAS JEFFERSON PLANNING DISTRICT	T J PLANNING DIST. COMM.	FY17 1ST QTR ALLOCATION	70116	7/1/2016	7/1/2016	8,460.75		
1119	THOMAS JEFFERSON SWCD	SOIL & WATER CONSER.	FY17 ANNUAL ALLOCATION	70116	7/1/2016	7/1/2016	20,000.00		
1120							Total:	\$223,068.50	
1121									
1122							100 GENERAL FUND	Fund Total:	\$1,753,939.45
1123	Fund # - 302 CAPITAL IMPROVEMENT								
1124	OTHER FINANCING SOURCES								
1125	NWG SOLUTIONS, LLC.	TRANSFER FROM GENERAL	REMOTE SVC	38371	6/30/2016	7/15/2016	22,171.88		
1126							Total:	\$22,171.88	
1127									
1128	PUBLIC SAFETY CAPITAL PROJ								
1129	GALLS, LLC.	VEHICLE	HIDE A BLAST	005649012	7/15/2016	7/15/2016	169.87		
1130	GALLS, LLC.	VEHICLE	GUNRACK	005653416	7/15/2016	7/15/2016	257.37		
1131	SHEEHY AUTO STORES	VEHICLE	2017 FORD TRUCK	117150	7/16/2016	7/28/2016	27,800.00		
1132							Total:	\$28,227.24	
1133									
1134	E911 CAPITAL PROJECT								
1135	BANK OF AMERICA	CONTRACT SERVICES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	7.63		
1136	BANK OF AMERICA	CONTRACT SERVICES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	19.11		
1137	CLEAR COMMUNICATIONS AND	CONTRACT SERVICES	ONSITE TECH LABOR	109157	7/15/2016	7/15/2016	1,832.50		
1138	NWG SOLUTIONS, LLC.	CONTRACT SERVICES	ON SITE SERVICE	38395	7/8/2016	7/21/2016	2,500.00		
1139							Total:	\$4,359.24	
1140									



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1183	<b>DEBT SERVICE - SCHOOLS</b>								
1184	BANK OF AMERICA	LITERARY LOAN 1999-	DEBT SERVICE 1999 LIT LOAN SCHOOL		071116	7/11/2016	7/11/2016		309,851.13
1185	BANK OF AMERICA	LITERARY LOAN 1999-	DEBT SERVICE 1999 LIT LOAN SCHOOL		071116	7/11/2016	7/11/2016		55,773.20
1186	REGIONS BANK	VPSA SERIES 2012A INT	VPSA SERIES 2012B AND SERIES 2012A		071116	7/11/2016	7/11/2016		65,212.50
1187	REGIONS BANK	VPSA SERIES 2012A PRIN	VPSA SERIES 2012B AND SERIES 2012A		071116	7/11/2016	7/11/2016		230,000.00
1188	REGIONS BANK	VPSA SERIES 2012B INT	VPSA SERIES 2012B AND SERIES 2012A		071116	7/11/2016	7/11/2016		1,170,571.25
1189	REGIONS BANK	VPSA SERIES 2012B PRIN	VPSA SERIES 2012B AND SERIES 2012A		071116	7/11/2016	7/11/2016		660,000.00
1190	U.S. BANK OPERATIONS CENTER	G O SCH BOND 2005A INT	DEBT SERVICE INT & PRIN 1996A,1999A,2005		071116	7/11/2016	7/11/2016		85,615.50
1191	U.S. BANK OPERATIONS CENTER	G O SCH BONDS 2005A PRIN	DEBT SERVICE INT & PRIN 1996A,1999A,2005		071116	7/11/2016	7/11/2016		318,773.00
1192	U.S. BANK OPERATIONS CENTER	MIDDLE SCH VPSA 1996A -	DEBT SERVICE INT & PRIN 1996A,1999A,2005		071116	7/11/2016	7/11/2016		49,458.00
1193	U.S. BANK OPERATIONS CENTER	MIDDLE SCHOOL VPSA 1996	DEBT SERVICE INT & PRIN 1996A,1999A,2005		071116	7/11/2016	7/11/2016		1,292.09
1194	U.S. BANK OPERATIONS CENTER	VPSA 1999 SERIES CENTRAL	DEBT SERVICE INT & PRIN 1996A,1999A,2005		071116	7/11/2016	7/11/2016		50,000.00
1195	U.S. BANK OPERATIONS CENTER	VPSA 1999 SERIES-CENTRAL	DEBT SERVICE INT & PRIN 1996A,1999A,2005		071116	7/11/2016	7/11/2016		5,162.50
1196	U.S. BANK OPERATIONS CENTER	VPSA SERIES 2014C INT	DEBT SERVICE PRIN BOND SERIES 2014 VPSA		JUL11WIRE	7/11/2016	7/11/2016		100,275.00
1197	U.S. BANK OPERATIONS CENTER	VPSA SERIES 2014C PRIN	DEBT SERVICE PRIN BOND SERIES 2014 VPSA		JUL11WIRE	7/11/2016	7/11/2016		215,000.00
1198									
1199									
1200									
1201	<b>Fund # - 502 SEWER</b>								
1202	<b>UTILITY OPERATIONAL EXPENSES</b>								
1203	CENTURYLINK	TELECOMMUNICATIONS	WASTEWATER		310089744 061916	6/29/2016	7/1/2016		46.09
1204	CENTURYLINK	TELECOMMUNICATIONS	WASTEWATER		309433290 061916	6/29/2016	7/1/2016		61.35
1205	CINTAS	LAUNDRY AND DRY	DRY CLEANERS		394769182	6/29/2016	7/1/2016		9.53
1206	CINTAS	LAUNDRY AND DRY	DRY CLEANING		394771136	7/15/2016	7/15/2016		11.19
1207	CINTAS	LAUNDRY AND DRY	UNIFORMS		394773123	7/14/2016	7/21/2016		11.19
1208	CINTAS	LAUNDRY AND DRY	DRY CLEANING		394775070	7/16/2016	7/28/2016		11.19
1209	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SW PUMP STATION		7712348080 0616	7/7/2016	7/8/2016		41.44
1210	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SEWER PLANT		7129524547 0616	7/7/2016	7/8/2016		629.70
1211	FERGUSON ENTERPRISES, INC	BLDGS EQUIP REP & MAINT	SUPPLIES		3769644	6/30/2016	7/21/2016		300.61
1212	INBODEN ENVIRONMENTAL SERVICES,	CONTRACT SERVICES	WASTEWATER MONITORING		59711	7/11/2016	7/21/2016		247.00
1213	LOWE'S	BLDGS EQUIP REP & MAINT	SUPPLIES		062516	6/30/2016	7/15/2016		405.32
1214	LOWE'S	GENERAL MATERIALS AND	SUPPLIES		062516	6/30/2016	7/15/2016		460.08
1215									
1216									
1217									
1218	<b>Fund # - 505 FORK UNION SANITARY DISTRICT</b>								
1219	<b>FORK UNION SANITARY DISTRICT</b>								
1220	USDA RURAL DEVELOPMENT	RDA BOND PAYABLE	MONTHLY DEBT PAYMENT		JUL-16	7/26/2016	7/26/2016		3,109.06
1221									
1222									
1223	<b>FUSD OPERATIONAL EXPENSES</b>								
1224	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD PURCHASES		063016	6/30/2016	7/21/2016		97.75

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1225	BANK OF AMERICA	PURCHASE OF SERVICES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	249.00		
1226	BANK OF AMERICA	PURCHASE OF SERVICES	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	517.00		
1227	BANK OF AMERICA	VEHICLE/POWER EQUIP	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	99.00		
1228	BANK OF AMERICA	VEHICLE/POWER EQUIP	P-CARD PURCHASES	063016	6/30/2016	7/21/2016	144.05		
1229	CENTURYLINK	TELECOMMUNICATIONS	SANITARY DISTRICT	309719161 061616	6/29/2016	7/1/2016	192.92		
1230	CENTURYLINK	TELECOMMUNICATIONS	SANITARY DISTRICT	309719161 071616	7/16/2016	7/28/2016	194.16		
1231	CINTAS	LAUNDRY AND DRY	DRY CLEANERS	394769182	6/29/2016	7/1/2016	36.75		
1232	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394771136	7/15/2016	7/15/2016	33.56		
1233	CINTAS	LAUNDRY AND DRY	UNIFORMS	394773123	7/14/2016	7/21/2016	33.56		
1234	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394775070	7/16/2016	7/28/2016	33.56		
1235	CONSOLIDATED PIPE & SUPPLY	GENERAL MATERIALS AND	SUPPLIES	6260570-000-000	6/29/2016	7/1/2016	756.85		
1236	CONTROL EQUIPMENT COMPANY, IC.	AGRICULTURAL SUPPLIES	30 GL DRUM AQUA	67727	7/6/2016	7/21/2016	1,770.56		
1237	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	WEST BOTTOM WELL	7224360003 062416	6/30/2016	7/15/2016	26.26		
1238	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MELTON WELL	9594215007 062416	6/30/2016	7/15/2016	42.30		
1239	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	BREMO WELL	8434345008 062416	6/30/2016	7/15/2016	113.04		
1240	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OWENS WELL	9004200003 062416	6/30/2016	7/15/2016	194.83		
1241	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	14349 W RIVER RD	9346182505 062416	6/30/2016	7/15/2016	938.23		
1242	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	41 EMERALD RD	9501772108 062416	6/30/2016	7/15/2016	1,135.52		
1243	E.W. OWEN	LEASE/RENT	WELLRENT	07012016	7/8/2016	7/8/2016	150.00		
1244	FERGUSON ENTERPRISES, INC	GENERAL MATERIALS AND	SUPPLIES	3779660	6/30/2016	7/21/2016	491.30		
1245	FERGUSON ENTERPRISES, INC	GENERAL MATERIALS AND	SUPPLIES	3747243	6/30/2016	7/21/2016	1,250.27		
1246	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	063016	6/30/2016	7/15/2016	329.06		
1247	JONES AUTOMOTIVE/ALL STAR AUTO	BLDGS EQUIP REP & MAINT	PARTS	547294	6/30/2016	7/15/2016	15.21		
1248	JONES AUTOMOTIVE/ALL STAR AUTO	BLDGS EQUIP REP & MAINT	PARTS	549320	6/30/2016	7/15/2016	287.72		
1249	JONES AUTOMOTIVE/ALL STAR AUTO	GENERAL MATERIALS AND	PARTS	549320	6/30/2016	7/15/2016	103.20		
1250	LOWE'S	BLDGS EQUIP REP & MAINT	SUPPLIES	062516	6/30/2016	7/15/2016	86.64		
1251	MO-JOHNS, INC.	PURCHASE OF SERVICES	PORTABLE TOILET	91768	6/30/2016	7/21/2016	60.00		
1252	OFFICE OF DRINKING WATER	PERMITS AND FEES	FUSD WASTEWATER TECH ASSISTANT FUND	0705161	7/5/2016	7/21/2016	1,292.10		
1253	SCHNEIDER LABRATORIES INC	PURCHASE OF SERVICES	SOLIDS	173362	6/30/2016	7/15/2016	30.00		
1254	TRUSTPOINT INSURANCE, LLC	PROPERTY INSURANCE	SURETY RENEWAL	13497	7/13/2016	7/21/2016	100.00		
1255	USABBLUEBOOK	AGRICULTURAL SUPPLIES	SUPPLIES	982845	6/29/2016	7/1/2016	62.85		
1256	USABBLUEBOOK	GENERAL MATERIALS AND	SUPPLIES	982792	6/29/2016	7/1/2016	384.30		
1257	USDA RURAL DEVELOPMENT	REDEMPTION OF INTEREST	MONTHLY DEBT PAYMENT	JUL-16	7/26/2016	7/26/2016	1,850.94		
1258	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T300402	6/29/2016	7/1/2016	84.71		
1259	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T300402	6/29/2016	7/1/2016	1,992.44		
1260	VERIZON BUSINESS/MCI COMM SERVICE	TELECOMMUNICATIONS	LONG DISTANCE	09654835	6/29/2016	7/1/2016	18.72		
1261	VERIZON	TELECOMMUNICATIONS	WIRELESS	9767325566	6/29/2016	7/1/2016	209.61		
1262	VIRGINIA DEPARTMENT OF	PERMITS AND FEES	VDOT LAND USE PERMIT # 018-796	018-796	7/15/2016	7/15/2016	750.00		
1263									
1264									
1265									
1266									
							<b>Total:</b>		<b>\$16,157.97</b>
							<b>505 FORK UNION SANITARY DISTRICT Fund Total:</b>		<b>\$19,267.03</b>
							<b>Total Expenditures by Fund:</b>		<b>\$6,415,157.30</b>



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

<b>MEETING DATE:</b>	8/17/16					
<b>AGENDA TITLE:</b>	Update Procurement Policies and Procedures Manual					
<b>MOTION(s):</b>	<b>I move for the Board of Supervisors to adopt the revised Fluvanna County Procurement Policies and Procedures Manual effective August 17, 2016.</b>					
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>			
		XX				
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other	
				XX		
<b>STAFF CONTACT(S):</b>	Cyndi Toler, Purchasing Officer					
<b>PRESENTER(S):</b>	Cyndi Toler, Purchasing Officer					
<b>RECOMMENDATION:</b>	Approve					
<b>TIMING:</b>	Routine					
<b>DISCUSSION:</b>	The County's current Design-Build procedures required updating in order to align with state mandated requirements, specifically the procedures adopted by the Virginia Secretary of Administration for utilizing design-build or construction management contracts. The current Design-Build procedures were adopted in May 2012; separately from the Procurement Policies and Procedures which were adopted in April 2013, and the General Terms and Conditions adopted in July 2014. In addition to the necessary updates, this will also combine the current Policies and Procedures with the Design Build procedures and the General Terms and Conditions into one document.					
<b>FISCAL IMPACT:</b>	None					
<b>POLICY IMPACT:</b>	Design-Build procedures need to be updated to reflect state policies.					
<b>LEGISLATIVE HISTORY:</b>						
<b>ENCLOSURES:</b>	Fluvanna County Procurement Policies and Procedures Manual					
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other	
	XX	XX	XX			





# PROCUREMENT POLICIES AND PROCEDURES MANUAL

## County of Fluvanna

Adopted by BOS - August 17, 2016

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## STATEMENT OF PURPOSE

1. Public purchasing embraces a fundamental obligation to the general public to ensure that procurements are accomplished in accordance with the intent of the laws enacted by the appropriate legislative body. The intent of the Virginia General Assembly is set forth in the Virginia Public Procurement Act (Code of Virginia Section 2.2-4300 *et seq.*):

"To the end that public bodies in the Commonwealth obtain high quality goods and services at reasonable cost, that all procurement procedures be conducted in a fair and impartial manner with avoidance of any impropriety or appearance of impropriety, that all qualified vendors have access to public business, and that no offeror be arbitrarily or capriciously excluded, it is the intent of the General Assembly that competition be sought to the maximum feasible degree, that procurement procedures involve openness and administrative efficiency, that individual public bodies enjoy broad flexibility in fashioning details of such competition, that the rules governing contract awards be made clear in advance of the competition, that specifications reflect the procurement needs of the purchasing body rather than being drawn to favor a particular vendor, and that purchaser and vendor freely exchange information concerning what is sought to be procured and what is offered."

2. Fluvanna County intends, through these Procurement Policies and Procedures, to assure fair and equitable treatment of all persons involved in the procurement process, the best quality and price for products and services and to protect the assets and funds of Fluvanna County while meeting the requirements of any applicable Federal, State and Local laws, rule, regulations and policies.

3. This policy, which includes the statement of purpose, Chapters 1 to 7 and Appendix I, may be cited as the County of Fluvanna Procurement Policies and Procedures, and is herein referred to as the "Policy".

## Chapter 1 GENERAL PROCUREMENT POLICY

### 1-1. GENERAL PROVISIONS

**1-1.1. Application:** The County of Fluvanna Procurement Policies and Procedures, which includes the statement of purpose, Chapters 1 to 7 and the Appendix I, (hereinafter referred to as the “**Policy**”) applies to all purchases, contracts, agreements and the like for the procurement of goods, professional and nonprofessional services, insurance, construction or otherwise entered into by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “**County**”). This Policy is established by official action of the Fluvanna County Board of Supervisors (hereinafter referred to as the “**Board**”). Bidders and Contractors or their authorized representatives are expected to inform themselves fully as to this Policy before submitting Bids to and/or entering into any Contract with the County.

**1-1.2. Definitions:** The definitions of Virginia Code Section 2.2-4301 are specifically incorporated herein by reference and as used in this Policy, whether capitalized or not, any of such defined terms have the same meaning as defined thereunder, such 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 this Policy, 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 this Policy 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 this Policy and where appropriate includes the term “Offeror” and/or “Vendor”.

c. Contract - Any contract or agreement for the procurement of services or goods 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.

- g. County Administrator - The Fluvanna County Administrator.
- h. County Attorney - The Fluvanna County Attorney.
- i. 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, see Chapter 4 of this Policy. 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.
- j. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the "General Conditions") – The General Terms, Conditions and Instructions to Bidders and Contractors included in this Policy as Appendix 1 which shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is a party.
- k. His - Any references to "his" shall include his, her, their, or its as appropriate.
- l. 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.
- m. Purchasing Officer - The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- n. 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.
- o. Small Purchasing Procedures - The County's Small Purchasing Procedures, being Chapter 4 of this Policy, 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.
- p. 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, 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.

q. State - The Commonwealth of Virginia.

**1-1.3. Effective Date:** Contracts entered into prior to passage of this Policy shall continue to be governed by procurement policy of the County and the County, State or Federal, laws, ordinances, rules and regulations in effect at the time those contracts were executed.

**1-1.4. References to Law:** This Policy adopts and incorporates by reference the Virginia Public Procurement Act ("VPPA"), Virginia Code Section 2.2-4300 *et seq.* Any reference to Virginia Code herein refers to and incorporates by reference the current adopted statute as such may be amended or replaced by any statute dealing with the same or similar subject. This Policy is meant to confirm and comply in every respect with the VPPA and with all other applicable laws, regulations, ordinances and rules and if this Policy conflicts in any way with the same, then this Policy shall be considered to be automatically amended, without action by the County, to conform to the VPPA or other applicable law, regulation, ordinance or rule.

When the procurement involves the expenditure of Federal assistance or contract funds, the procurement shall be conducted in accordance with any applicable mandatory federal law and regulation which is not reflected in this Policy.

Pursuant to Virginia Code Section 2.2-4343(B), where a procurement transaction involves the expenditure of federal assistance or contract funds, the receipt of which is conditioned upon compliance with mandatory requirements in federal laws or regulations not in conformance with the provisions of the VPPA or this Policy, the County may comply with such federal requirements, notwithstanding the provisions of the VPPA or this Policy, only upon the written determination of the Board that acceptance of the grant or contract funds under the applicable conditions is in the public interest. Such determination shall state the specific provision of the VPPA or this Policy in conflict with the conditions of the grant or contract.

**1-1.5. Severability:** If any provision of this Policy or any application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Policy which can be given effect without the invalid provision or application, and to this end the provisions of this Policy are declared to be severable.

## **1-2. AUTHORITY AND DELEGATION TO PURCHASING AGENT**

**1-2.1. Authority of the Board of Supervisors:** Except as specifically delegated to the Purchasing Agent herein, the Board shall be responsible for approving all purchases and contracts for the procurement of goods, services, insurance and construction.

**1-2.2. Delegation of Authority to Purchasing Agent:** 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 this Policy, as well as the management and disposal of items that are determined to be surplus property of the County. 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").

**1-2.3. Delegation of Authority Generally:** Except as specifically permitted under this Policy, unless specifically delegated by the Board in writing, 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.

**1-2.4. Communications to Purchasing Officer:** 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 only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

### **1-3. OFFICE OF THE PURCHASING AGENT**

**1-3.1. Establishment and Appointment:** The purchasing system shall operate under the direction and supervision of the Purchasing Agent, in accordance with the provisions in this Policy.

**1-3.2. Responsibilities of Purchasing Agent:** In accordance with this Policy the Purchasing Agent shall:

- a. Oversee and implement this Policy;
- b. Purchase or supervise the purchase of all goods, services, insurance and construction, needed by the County, consistent with his authority under Section 1-2 of this Chapter 1;
- c. Exercise direct supervision over the County's supplies, inventories, vehicles, surplus, goods and other items belonging to the County;
- d. Sell, trade, donate or otherwise dispose of goods belonging to the County consistent with the County's Surplus Policy, Chapter 3 of this Policy;
- e. Purchase or supervise the purchase of all goods, services, insurance and construction,

needed by the County, under the Small Purchasing Procedures; and

f. Establish and maintain programs for specification development, contract administration, inspection, and acceptance, in cooperation, with the department or agency of the County that has requested the goods, services, insurance or construction.

**1-3.3. Powers of the Purchasing Agent:** The Purchasing Agent shall have the power to:

a. Delegate any of his authorities, as limited by Section 2-1 *supra*, in writing, to other County employees, if such delegation is deemed necessary or efficient for the effective procurement of those items provided such delegation specifically identifies the scope of such employees authority;

b. Establish and promulgate procedures to carry out the provisions of this Policy;

c. Secure for the County the benefits of research done in the field of purchasing by other governmental jurisdictions, national societies, national trade associations, and private businesses and organizations; and

d. Maintain a current file of sources of goods, services, insurance and construction to be known as a “Bidder List” on which vendors can request to be included.

## **1-4. COOPERATIVE PROCUREMENT**

**1-4.1. Cooperative Procurement Generally:** Consistent with the authority granted by Virginia Code Section 2.2-4304, the County may participate in, sponsor, conduct, or administer cooperative procurement agreements on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. The County may purchase from another public body's contract even if it did not participate in the Solicitation, if the Solicitation specified that the procurement was being conducted on behalf of other public bodies, except for: (1) Contracts for architectural or engineering services; or (2) Construction in excess of \$200,000 by the County from the contract of another local public body that is more than a straight line distance of 75 miles from the territorial limits of the County. Nothing in this subdivision shall be construed to prohibit sole source or emergency procurements awarded pursuant to subsections E and F of Virginia Code Section 2.2-4303.

**1-4.2. Effect of Alternative Policies:** If the County enters into a cooperative procurement agreement with a county, city, or town whose governing body has adopted alternative policies and procedures pursuant to subdivisions A 9 and 10 of Virginia Code Section 2.2-4343 then the County shall comply with the alternative policies and procedures adopted by the governing body of such county, city, or town.

## **1-5. PREQUALIFICATION OF BIDDERS**

**1-5.1. Purchasing Agent Authorized to Prequalify Bidders:** Pursuant to Virginia Code Section 2.2-4317, the Purchasing Agent is authorized to prequalify prospective contractors for particular types of supplies, services, insurance or construction; and, if so determined to be in the County's best interests by the Purchasing Agent, the Purchasing Agent may limit the consideration of bids or proposals to prequalified contractors.

**1-5.2. Prequalification Process:** Prequalification of prospective contractors for construction by a the County shall be pursuant to the following prequalification process for construction projects:

a. The application form used in the Prequalification Process shall set forth the criteria upon which the qualifications of prospective contractors will be evaluated. The application form shall request of prospective contractors only such information as is appropriate for an objective evaluation of all prospective contractors pursuant to such criteria. The form shall allow the prospective contractor seeking prequalification to request, by checking the appropriate box, that all information voluntarily submitted by the contractor pursuant to this subsection shall be considered a trade secret or proprietary information subject to the provisions of subsection D of Virginia Code Section 2.2-4342.

b. In all instances in which the County requires prequalification of potential contractors for construction projects, advance notice shall be given of the deadline for the submission of prequalification applications. The deadline for submission shall be sufficiently in advance of the date set for the submission of bids for such construction so as to allow the procedures set forth in this subsection to be accomplished.

c. At least thirty (30) days prior to the date established for submission of bids or proposals under the procurement of the contract for which the prequalification applies, the County shall advise in writing each contractor who submitted an application whether that contractor has been prequalified. In the event that a contractor is denied prequalification, the written notification to the contractor shall state the reasons for the denial of prequalification and the factual basis of such reasons.

d. A decision by the County denying prequalification under the provisions of this subsection shall be final and conclusive unless the contractor appeals the decision as provided in Virginia Code Section 2.2-4357.

**1-5.3. Denial:** The County may deny prequalification to a contractor only if the County finds one or more of the following:

a. The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the County shall be sufficient to establish the financial ability of the contractor to perform the

contract resulting from such procurement;

b. The contractor does not have appropriate experience to perform the construction project in question;

c. The contractor or any officer, director or owner thereof has had judgments entered against him within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;

d. The contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with a public body without good cause. If the County has not contracted with a contractor in any prior construction contracts, the County may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable construction contracts with another public body without good cause. The County may not utilize this provision to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior construction project file and such information relating thereto given to the contractor at that time, with the opportunity to respond;

e. The contractor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting;

f. The contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; and/or

g. The contractor failed to provide to the County in a timely manner any information requested by the County relevant to Section 1-5.1 through f *supra*.

**1-5.4. Exemption:** The provisions of sections 1-5.2 and 3 shall not apply to prequalification for contracts let under Virginia Code Section 33.1-12.

## **1-6. THE PROCUREMENT PROCESS GENERALLY**

**1-6.1. Methods of Procurement:** Pursuant to Virginia Code Section 2.2-4303:

a. Generally: All contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance, or construction, shall be awarded after competitive sealed bidding, or competitive negotiation, as defined by the VPPA, unless otherwise authorized by law.

b. Competitive Negotiation of Professional Services: Professional services shall be procured by competitive negotiation.

c. Competitive Negotiation of Other Than Professional Services: Upon a determination made in advance by the County and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, goods, services, or insurance may be procured by competitive negotiation. The writing shall document the basis for this determination.

Upon a written determination made in advance by the County, that competitive negotiation is either not practicable or not fiscally advantageous, insurance may be procured through a licensed agent or broker selected in the manner provided for the procurement of things other than professional services by "competitive negotiation, see Section 1-6.1.b below. The basis for this determination shall be documented in writing.

d. Competitive Sealed Bidding of Construction: Construction may be procured only by competitive sealed bidding, except that competitive negotiation may be used where specifically allowed under subsection D of Virginia Code Section 2.2-4303 AND upon a determination made in advance by the County and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, which writing shall document the basis for this determination.

e. Sole Source Procurement: Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination. The County shall issue a written notice stating that only one source was determined to be practicably available, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted on the Department of General Services' central electronic procurement website or other appropriate websites, and in addition, the County may publish in a newspaper of general circulation on the day the County awards or announces its decision to award the contract, whichever occurs first.

f. Emergency Purchases: In case of emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. The County shall issue a written notice stating that the contract is being awarded on an emergency basis, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted on the Department of General Services' central electronic procurement website or other appropriate websites, and in addition, public bodies may publish in a newspaper of general circulation on the day the County awards or announces its decision to award the contract, whichever occurs first, or as soon thereafter as is practicable.

g. Small Purchasing Procedures: As authorized under Virginia Code Section 2.2-4303(G) and (H), the County has adopted Small Purchasing Procedures; see Chapter 4 of this

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h. Public Auction: Upon a determination made in advance by the County and set forth in writing that the purchase of goods, products or commodities from a public auction sale is in the best interests of the public, such items may be purchased at the auction, including online public auctions. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by online public auctions.

i. Reverse Auctioning: The purchase of goods or nonprofessional services, but not construction or professional services, may be made by reverse auctioning. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by reverse auctioning.

**1-6.2. Competitive Negotiation**: Any Competitive Negotiation of the County must meet the specific requirements of the VPPA, as such is term is specifically defined in Virginia Code Section 2.2-4301, and must include the following elements:

a. Issuance of a written Request for Proposal indicating in general terms that which is sought to be procured, specifying the factors that will be used in evaluating the proposal and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the contractor;

b. Public notice of an RFP at least ten (10) days prior to the date set for receipt of proposals by posting on the Department of General Services' central electronic procurement website or other appropriate websites. Additionally, the County shall publish in a newspaper of general circulation in the area in which the contract is to be performed so as to provide reasonable notice to the maximum number of offerors that can be reasonably anticipated to submit proposals in response to the particular request; and

c. As appropriate or required by law, either:

(1) For procurement of professional services: The County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the County in addition to the review of the professional competence of the offeror. The RFP shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the County may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the County shall select in the order

of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the RFP, the County may award contracts to more than one offeror.

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 and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

A contract for architectural or professional engineering services relating to construction projects may be negotiated by a County, for multiple projects provided (i) the projects require similar experience and expertise, (ii) the nature of the projects is clearly identified in the RFP, and (iii) the contract term is limited to one year or when the cumulative total project fees reach the maximum cost authorized in this paragraph, whichever occurs first. Such contract may be renewable for four (4) additional one-year terms at the option of the County. Under such contract, (a) the fair and reasonable prices, as negotiated, shall be used in determining the cost of each project performed, (b) the sum of all projects performed in one contract term shall not exceed \$500,000; and (c) the project fee of any single project shall not exceed \$100,000. Any unused amounts from the first contract term shall not be carried forward to the additional term. Competitive negotiations for such contracts may result in awards to more than one offeror provided (1) the RFP so states and (2) the County has established procedures for distributing multiple projects among the selected contractors during the contract term.

Multiphase professional services contracts satisfactory and advantageous to the County for environmental, location, design and inspection work regarding construction of infrastructure projects may be negotiated and awarded based on qualifications at a fair and reasonable price for the first phase only, when completion of the earlier phases is necessary to provide information critical to the negotiation of a fair and reasonable price for succeeding phases. Prior to the procurement of any such contract, the County shall state the anticipated intended total scope of the project and determine in writing that the nature of the work is such that the best interests of the County require awarding the contract; or

(2) For Procurement of other than professional services: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the RFP, including price if so stated in the RFP. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one offeror. 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.

**1-6.3. Competitive Sealed Bidding:** Any Competitive Sealed Bidding, a method of procurement for other than professional services, of the County must meet the specific requirements of the VPPA, as such is term is specifically defined in Virginia Code Section 2.2-4301, and must include the following elements:

a. Issuance of a written Invitation to Bid containing or incorporating by reference the specifications and contractual terms and conditions applicable to the procurement. Unless the County has provided for prequalification of bidders, the IFB shall include a statement of any requisite qualifications of potential contractors. When it is impractical to prepare initially a purchase description to support an award based on prices, an IFB may be issued requesting the submission of unpriced offers to be followed by an IFB limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation;

b. Public notice of the Invitation to Bid at least ten (10) days prior to the date set for receipt of bids by posting on the Department of General Services' central electronic procurement website or other appropriate websites. In addition, the County may publish in a newspaper of general circulation. In addition, bids may be solicited directly from potential contractors on the Bidder List maintained by the Purchasing Agent; AND any additional solicitations shall include businesses selected from a list made available by the Department of Minority Business Enterprise;

c. Public opening and announcement of all bids received;

d. Evaluation of bids based upon the requirements set forth in the invitation, which may include special qualifications of potential contractors, life-cycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability; and

e. Award to the lowest responsive and responsible bidder. When the terms and conditions of multiple awards are so provided in the IFB, awards may be made to more than one bidder.

**1-6.4. Competitive Bidding or Competitive Negotiation on State-Aid Projects:** Pursuant to Virginia Code Section 2.2-4305 and 2.2-4345(B), no contract for the construction of any building or for an addition to or improvement of an existing building by the County or agency thereof for which state funds of not more than \$50,000 in the aggregate or for the sum of all phases of a contract or project either by appropriation, grant-in-aid or loan, are used or are to be used for all or part of the cost of construction shall be let except after competitive sealed bidding or after competitive negotiation as provided under subsection D of Virginia Code Section 2.2-4303. The procedure for the advertising for bids or for proposals and for letting of the contract shall conform, mutatis mutandis, to the VPPA.

**1-6.5. Bulletin Board:** The Purchasing Agent shall post pending purchases or sales by notice in the appropriate public bulletin board and on the County's website.

**1-6.6. Exemptions from Competition for certain Transactions:**

a. Persons with Disabilities and Legal Services: Pursuant to Virginia Code Section 2.2-4344, the County may enter into contracts without competition for:

(1) The purchase of goods or services that are produced or performed by: (a) Persons, or in schools or workshops, under the supervision of the Virginia Department for the Blind and Vision Impaired; or (b) Employment services organizations that offer transitional or supported employment services serving individuals with disabilities; and

(2) The purchase of legal services, provided that the pertinent provisions of Virginia Code Section 2.2-500 *et seq.* remain applicable, or expert witnesses or other services associated with litigation or regulatory proceedings.

b. Election Materials: Pursuant to Virginia Code Section 2.2-4346, the County is exempt from the requirements of Articles 1, 2, and 5 of the VPPA (Virginia Code Sections 2.2-4300 to 4342 and 2.2-4357- to 4366) and the corresponding provisions of this Policy, in contracting for certain essential election materials and services pursuant to Virginia Code Section 24.2-602.

c. Utility Operators. Pursuant to Virginia Code Section 2.2-4343(A)(13), if the County is also a utility operator, then the County may purchase services through or participate in contracts awarded by one or more utility operators that are not public bodies for utility marking services as required by the Underground Utility Damage Prevention Act, Virginia Code Section 56-265.14 *et seq.* A purchase of services hereunder may deviate from the VPPA and this Policy only upon a determination made in advance by the County and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, and the contract is awarded based on competitive principles.

**1-6.7. Exemptions from Competitive Sealed Bidding and Competitive Negotiation for Certain Transactions:** Under the following circumstances the County may enter into contracts without competitive sealed bidding or competitive negotiation:

a. For insurance or electric utility services if purchased through an association of which the County is a member if the association was formed and is maintained for the purpose of promoting the interest and welfare of and developing close relationships with similar public bodies, provided such association has procured the insurance or electric utility services by use of competitive principles and provided that the County has made a determination in advance after reasonable notice to the public and set forth in writing that competitive sealed bidding and competitive negotiation are not fiscally advantageous to the public. The writing shall document the basis for this determination; and

b. In administering public assistance and social services programs as defined in Virginia Code Section 63.2-100, community services boards as defined in Virginia Code Section 37.2-100, or when purchasing services under the Comprehensive Services Act for At-Risk Youth and Families (Virginia Code Section 2.2-5200 *et seq.*) or the Virginia Juvenile Community Crime Control Act (Virginia Code Section 16.1-309.2 *et seq.*) for goods or personal services for direct use by the recipients of such programs if the procurement is made for an individual recipient. However, contracts for the bulk procurement of goods or services for the use of recipients shall not be exempted from the requirements of the VPPA and this Policy.

**1-6.8. Conditions of Bidding:** The General Terms, Conditions and Instructions to Bidders and Contractors, Appendix I to this Policy, is incorporated in its entirety into this Policy by reference and **MUST** be attached to and incorporated by reference into every Solicitation and Contract of the County.

**1-6.9. Contract Pricing Arrangement:** Pursuant to Virginia Code Section 2.2-4331, contracts may be awarded on a fixed price or cost reimbursement basis, or on any other basis not prohibited by law; however, except in case of emergency affecting the public health, safety or welfare, no contract shall be awarded on the basis of cost plus a percentage of cost. A Policy or contract of insurance or prepaid coverage having a premium computed on the basis of claims paid or incurred, plus the insurance carrier's administrative costs and retention stated in whole or part as a percentage of such claims, shall not be prohibited by this section.

**1-6.10. Multi-Term Contracts:** Unless otherwise provided by law, a contract for goods, services or insurance may be entered into for any period of time deemed to be in the best interest of the County provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled without liability to the County.

**1-6.11. Energy Forward Pricing Mechanisms:** Pursuant to Virginia Code Section 2.2-4329.1:

a. As used in this Section 1-6.11, unless the context requires a different meaning:

(1) "Energy" means natural gas, heating oil, propane, diesel fuel, unleaded fuel, and any other energy source except electricity; and

(2) "Forward pricing mechanism" means either: (i) a contract or financial instrument that obligates the County to buy or sell a specified quantity of energy at a future date at a set price or (ii) an option to buy or sell the contract or financial instrument.

b. Notwithstanding any other law to the contrary but subject to available appropriation, the County may use forward pricing mechanisms for budget risk reduction.

c. Forward pricing mechanism transactions shall be made only under the following conditions: (a) the quantity of energy affected by the forward pricing mechanism shall not exceed the estimated energy use for the County for the same period, which shall not exceed 48 months from the trade date of the transaction; and (b) a separate account shall be established for operational energy for the County.

d. Before exercising the authority under this subsection 1-6.11, the County shall develop written policies and procedures governing the use of forward pricing mechanisms and disclosure of the same to the public.

e. Before exercising authority under subsection 1-6.11.a, the County shall establish an oversight process that provides for review of the County's use of forward pricing mechanisms. The oversight process shall include internal or external audit reviews; annual reports to, and review by, an internal investment committee; and internal management control.

**1-6.12. Deposit of Certain Retained Funds on Certain Contracts:** Pursuant to Virginia Code Section 2.2-4334:

a. When contracting directly with contractors for contracts of \$200,000 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations where portions of the contract price are to be retained, the Bid Proposal shall include an option for the contractor to use an escrow account procedure for utilization of the County's retainage funds by so indicating in the space provided in the proposal documents. In the event the contractor elects to use the escrow account procedure, **the escrow agreement form included in the Bid Proposal and Contract** shall be executed and submitted to the County within fifteen (15) calendar days after notification. If the escrow agreement form is not submitted within the fifteen-day period, the contractor shall forfeit his rights to the use of the escrow account procedure.

b. In order to have retained funds paid to an escrow agent, the contractor, the escrow agent, and the surety shall execute an escrow agreement form. The contractor's escrow agent shall be a trust company, bank or savings institution with its principal office located in the State. The escrow agreement and all regulations adopted by the County entering into the contract shall be substantially the same as that used by the Virginia Department of Transportation.

c. This section 1-6.12 shall not apply to contracts for construction for railroads, public transit systems, runways, dams, foundations, installation or maintenance of power systems for the generation and primary and secondary distribution of electric current ahead of the customer's meter, the installation or maintenance of telephone, telegraph or signal systems for public utilities and the construction or maintenance of solid waste or recycling facilities and treatment plants.

d. Any such contract for construction with the County, which includes payment of interest on retained funds, may require a provision whereby the contractor, exclusive of

reasonable circumstances beyond the control of the contractor stated in the contract, shall pay a specified penalty for each day exceeding the completion date stated in the contract.

e. Any subcontract for such public project that provides for similar progress payments shall be subject to the provisions of this section; and any contract with the Contractor shall include language that any subcontracts shall be subject to the provisions of this Section 1-6.12.

**1-6.13. Bid Bonds:** Pursuant to Virginia Code Section 2.2-4336:

a. Except in cases of emergency, all bids or proposals for nontransportation-related construction contracts in excess of \$500,000 or transportation-related projects authorized under Virginia Code Section 33.1-12 that are in excess of \$250,000 and partially or wholly funded by the State shall be accompanied by a bid bond from a surety company selected by the bidder that is authorized to do business in the State, as a guarantee that if the contract is awarded to the bidder, he will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five percent (5%) of the amount bid.

b. For nontransportation-related construction contracts in excess of \$100,000 but less than \$500,000, where the bid bond requirements are waived, prospective contractors shall be prequalified for each individual project in accordance with subsection 1-5 of this Chapter *supra*.

c. No forfeiture under a bid bond shall exceed the lesser of (i) the difference between the bid for which the bond was written and the next low bid, or (ii) the face amount of the bid bond.

d. Nothing in this section shall preclude the County from requiring bid bonds to accompany bids or proposals for construction contracts anticipated to be less than \$500,000 for nontransportation-related projects or \$250,000 for transportation-related projects authorized under Virginia Code Section 33.1-12 and partially or wholly funded by the State.

**1-6.14. Performance and Payment Bonds:** Pursuant to Virginia Code Section 2.2-4337:

a. Except as provided in Section 1-6.14.h below, upon the award of any (i) construction contract exceeding \$500,000 awarded to any prime contractor; (ii) construction contract exceeding \$500,000 awarded to any prime contractor requiring the performance of labor or the furnishing of materials for buildings, structures or other improvements to real property owned or leased by the County; (iii) construction contract exceeding \$500,000 in which the performance of labor or the furnishing of materials will be paid with County funds; or (iv) transportation-related projects exceeding \$350,000 that are partially or wholly funded by the Commonwealth, the contractor shall furnish to the County the following bonds:

(1) A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract. For transportation-related projects authorized under Virginia Code Section 33.1-12, such bond shall be in a form and amount satisfactory to the County.

(2) A payment bond in the sum of the contract amount. The bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in furtherance of the work provided for in the contract, and shall be conditioned upon the prompt payment for all materials furnished or labor supplied or performed in the furtherance of the work. For transportation-related projects authorized under Virginia Code Section 33.1-12 and partially or wholly funded by the State, such bond shall be in a form and amount satisfactory to the County. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

b. For nontransportation-related construction contracts in excess of \$100,000 but less than \$500,000, where the bid bond requirements are waived, prospective contractors shall be prequalified for each individual project in accordance with Virginia Code Section 2.2-4317.

c. Each of the bonds shall be executed by one or more surety companies selected by the contractor that are authorized to do business in Virginia.

d. Bonds required for the contracts shall be payable to the County.

e. Each of the bonds shall be filed with the Purchasing Agent.

f. Nothing in this section shall preclude the County from requiring payment or performance bonds for construction contracts below \$500,000 for nontransportation-related projects or \$350,000 for transportation-related projects authorized under Virginia Code Section 33.1-12 and partially or wholly funded by the State.

g. Nothing in this section shall preclude the contractor from requiring each subcontractor to furnish a payment bond with surety thereon in the sum of the full amount of the contract with such subcontractor conditioned upon the payment to all persons who have and fulfill contracts that are directly with the subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.

h. The performance and payment bond requirements of Section 1-6.14.a.(1) *supra* for transportation-related projects that are valued in excess of \$250,000 but less than \$350,000 may be waived by the County if the bidder provides evidence, satisfactory to the County, that a surety company has declined an application from the contractor for a performance or payment bond.

**1-6.15. Alternative Forms of Security:** Pursuant to Virginia Code Section 2.2-4338, upon a determination that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond, a bidder may: (i) furnish a certified check or cash escrow in the face amount required for the bond in lieu of a bid, payment, or performance bond; or (ii) ,if approved by the County Attorney, furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond.

**1-6.16. Bonds for Other than Construction Contracts:** Pursuant to Virginia Code Section 2.2-4339, at the discretion of the Purchasing Agent, the County may require bid, payment or performance bonds for contracts for goods or services if provided in the IFB or RFP.

**1-6.17. Action on Performance Bonds:** Pursuant to Virginia Code Section 2.2-4340, no action against the surety on a performance bond shall be brought unless brought within one (1) year after (i) completion of the contract, including the expiration of all warranties and guarantees, or (ii) discovery of the defect or breach of warranty that gave rise to the action.

**1-6.18. Action on Payment Bonds:** Pursuant to Virginia Code Section 2.2-4341:

a. Any claimant who has a direct contractual relationship with the contractor and who has performed labor or furnished material in accordance with the contract documents in the furtherance of work provided in any contract for which a payment bond has been given, and who has not been paid in full before the expiration of ninety (90) days after the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, may bring an action on the payment bond to recover any amount due him for the labor or material. The obligee named in the bond need not be named a party to such action.

b. Any claimant who has a direct contractual relationship with any subcontractor but who has no contractual relationship, express or implied, with the contractor, may bring an action on the contractor's payment bond only if he has given written notice to the contractor within ninety (90) days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished, shall not be subject to the time limitations stated in this subsection 1-6.18.b.

c. Any action on a payment bond must be brought within one (1) year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

d. A person may waive the their right to sue on the payment bond required by this subsection 1-6.18, but such waiver shall be void UNLESS it is: (i) in writing; (ii) it is signed by the person whose right is waived; and (iii) it is executed after such person has performed labor or furnished material in accordance with the contract documents.

## **1-7. CONTRACTS GENERALLY**

**1-7.1. Required Contract Terms:** The General Terms, Conditions and Instructions to Bidders and Contractors, Appendix I to this Policy, is incorporated in its entirety into this Policy by reference and MUST be incorporated by reference into every contract to which

**the County is a party.**

**1-7.2. Contracts Approved by County Attorney:** All Contracts must be approved as to form by the County Attorney pursuant to Virginia Code Section 15.2-1237.

**1-7.3. Contracts to be Filed with County Treasurer:** A copy of each long-term contract shall be filed with the County Treasurer pursuant to Virginia Code Section 15.2-1237.

**1-7.4. Unauthorized Purchases & Contracts:**

a. Whenever any officer or employee of the County purchases or contracts for any supplies or services contrary to the provisions of this Policy, such purchases or contract shall be void and shall not be considered to be an obligation of the County.

b. Any County officer or employee making or approving a purchase contrary to the provision of this Policy shall be personally liable for the costs of such purchases or contract. If already paid out of the County funds, the amount thereof may in the name of the County, be recovered by deduction from that person's compensation or an appropriate legal action instituted.

c. **ONLY** the Board or County Purchasing Agent, and only consistent with the authority granted under Section 1-2 of this Chapter, or their designee shall have the authority to execute a contract. Any contract that has been signed by another officer of the County shall be nullified relinquishing the County of any obligations owed or implied to the Contractor.

**1-8. DISCRIMINATION PROHIBITED; PARTICIPATION OF SMALL, WOMEN-, MINORITY-, AND SERVICE DISABLED VETERAN-OWNED BUSINESSES**

**1-8.1. Definitions:** The words defined in Virginia Code Section 2.2-4310 shall have the meanings set forth therein throughout this Section 1-8 and incorporated herein by reference.

**1-8.2. Discrimination Prohibited:** In the solicitation or awarding of contracts, the County shall not discriminate against a Bidder or Offeror 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.

**1-8.3. Participation of Small, Women-, Minority- and Service Disabled Veteran-owned Business:** The County desires to facilitate the participation of small businesses and businesses owned by women, minorities, and service disabled veterans in procurement transactions and it is the policy of the County that the Purchasing Agent shall establish programs consistent with this Section 1-8 and further shall cooperate with state and federal agencies to facilitate the participation of small, women-, minority-, and service disabled veteran-owned businesses in the procurement transactions of County. The Purchasing Agent shall assist any such business in understanding any Solicitation or completing a Bid or Proposal.

**1-8.4. Contracts with Faith-Based Organizations:** Pursuant to Virginia Code § 2.2-4343.1:

a. In accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, the County is authorized to enter into contracts with faith-based organizations for the purposes described in this section 1-8.4 on the same basis as any other nongovernmental source without impairing the religious character of such organization, and without diminishing the religious freedom of the beneficiaries of assistance provided under this section.

b. 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 Opportunity Reconciliation Act of 1996, P.L. 104-193. In procuring goods or services, or in making disbursements pursuant to Virginia Code Section 2.2-4343.1, the County shall not (i) discriminate against a faith-based organization on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in section 1-8.4.a below, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

c. A faith-based organization contracting with the County (i) shall not discriminate against any recipient of goods, services, or disbursements made pursuant to a contract authorized by this section on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and (ii) shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the County. Nothing in section 1-8.4.c shall be construed to supersede or otherwise override any other applicable state law.

d. Consistent with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, funds provided for expenditure pursuant to contracts with the County shall not be spent for religious worship, instruction, or proselytizing; however, this prohibition shall not apply to expenditures pursuant to contracts, if any, for the services of chaplains.

e. Nothing in this section 1-8.4 shall be construed as barring or prohibiting a faith-based organization from any opportunity to make a bid or proposal or contract on the grounds that the faith-based organization has exercised the right, as expressed in 42 U.S.C. (§ 2000 e-1 *et seq.*), to employ persons of a particular religion.

f. If an individual, who applies for or receives goods, services, or disbursements provided pursuant to a contract between the County and a faith-based organization, objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the County shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or

disbursements from an alternative provider. The County shall provide to each individual who applies for or receives goods, services, or disbursements provided pursuant to a contract between the County and a faith-based organization a notice in bold face type that states: "Neither the County's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the appropriate person as indicated in this form.

## **1-9. APPEALS AND REMEDIES FOR BIDDERS**

**1-9.1. Ineligibility and Debarment of Bidder, Offeror or Contractor:** See Chapter 2 of this Policy.

**1-9.2. Appeal of Denial of Withdrawal of Bid:** Pursuant to Virginia Code Virginia Code Section 2.2-4358:

a. The County's decision to deny withdrawal of Bid shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in Virginia Code Section 2.2-4364.

b. If no Bid bond was posted, a Bidder refused withdrawal of a Bid under the provisions of this Policy (see General Conditions, paragraph 8), prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the Bid sought to be withdrawn and the next low Bid. Such security shall be released only upon a final determination that the Bidder was entitled to withdraw the Bid.

c. If, upon appeal, it is determined that the decision refusing withdrawal of the Bid was not (i) an honest exercise of discretion, but rather was arbitrary or capricious or (ii) in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the IFB, the sole relief shall be withdrawal of the bid.

**1-9.3. Determination of Non-Responsibility:** Pursuant to Virginia Code Section 2.2-4359:

a. Following public opening and announcement of bids received on an IFB, the County shall evaluate the bids in accordance with Section 1-6.3.d of this Chapter 1. At the same time, the County shall determine whether the apparent low bidder is responsible. If the County so determines, then it may proceed with an award in accordance with Section 1-6.3.e of this Chapter 1. If the County determines that the apparent low bidder is not responsible, it shall proceed as follows:

(1) Prior to the issuance of a written determination of nonresponsibility, the County shall (i) notify the apparent low bidder in writing of the results of the evaluation, (ii)

disclose the factual support for the determination, and (iii) allow the apparent low bidder an opportunity to inspect any documents that relate to the determination, if so requested by the bidder within five (5) business days after receipt of the notice.

(2) Within ten (10) business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The County shall issue its written determination of responsibility based on all information in the possession of the County, including any rebuttal information, within five (5) business days of the date the County received the rebuttal information. At the same time, the County shall notify, with return receipt requested, the bidder in writing of its determination.

(3) Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days after receipt of the notice by instituting legal action as provided in Virginia Code Section 2.2-4364.

b. The provisions of this subsection shall not apply to procurements involving the prequalification of bidders and the rights of any potential bidders under such prequalification to appeal a decision that such bidders are not responsible.

c. If, upon appeal pursuant to Virginia Code Section 2.2-4364, it is determined that the decision of the County was not (i) an honest exercise of discretion, but rather was arbitrary or capricious or (ii) in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the IFB, and the award of the contract in question has not been made, the sole relief shall be a finding that the bidder is a responsible bidder for the contract in question or directed award as provided in subsection A of Virginia Code Section 2.2-4364 or both.

If it is determined that the decision of the County was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the IFB, and an award of the contract has been made, the relief shall be as set forth in subsection B of Virginia Code Section 2.2-4360.

d. A bidder contesting a determination that he is not a responsible bidder for a particular contract shall proceed under this section, and may not protest the award or proposed award under the provisions of Virginia Code Section 2.2-4360.

e. Nothing contained in this section shall be construed to require the County, when procuring by competitive negotiation, to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

**1-9.4. Protest of Award or Decision to Award:** Pursuant to Virginia Code Section 2.2-4360-4362:

a. Any Bidder who desires to protest the award or decision to award a Contract by the

County, shall submit such protest in writing to the Board or the Purchasing Agent, no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. Public notice of the award or the announcement of the decision to award shall be given by the County in the manner prescribed in the terms or conditions of the Solicitation. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit the protest in the same manner no later than ten (10) days after posting or publication of the notice of such contract as provided in Virginia Code Section 2.2-4303. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under Virginia Code Section 2.2-4342, then the time within which the protest shall be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Virginia Code Section 2.2-4342, or at such later time as provided in this section. No protest shall lie for a claim that the selected Bidder is not a responsible Bidder. The written protest shall include the basis for the protest and the relief sought. The County shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the Bidder appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Virginia Code Section 2.2-4364. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the Solicitation.

b. If prior to actual award it is determined that the pending decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a Contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the Contract may be enjoined by the County. Where the award has been made and performance has begun, the County may declare the Contract void upon a finding that this action is in the best interest of the County. Where a Contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the Contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits or any other losses, compensation or other costs or fees not specifically noted herein.

c. When the County or the Purchasing Agent, or any appeals board created by the Board, after a hearing held following reasonable notice to all Bidders, that there is probable cause to believe that a decision to award was based on fraud or corruption or on an act in violation of Article 6 of the VPPA (Virginia Code Section 2.2-4367 *et seq.*) the County or Purchasing Agent, or any appeals board created by the Board, may enjoin the award of the contract to a particular Bidder.

d. Pending final determination of a protest or appeal, the validity of a Contract awarded and accepted in good faith in accordance with this Article shall not be affected by the fact that a protest or appeal has been filed.

e. An award need not be delayed for the period allowed a Bidder or Offeror to protest,

but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination by the County that proceeding without delay is necessary to protect the public interest or unless the Bid would expire.

## **1-10. ETHICS IN PUBLIC CONTRACTING**

**1-10.1. Purpose:** This Section 1-10 adopts the ethics provisions of Article 6 of the VPPA, Virginia Code Sections 2.2-4367 *et seq.*, as amended, and pursuant to Virginia Code Section 2.2-4367 the provisions of this Article supplement, but shall not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code Section 2.2-3100 *et seq.*), the Virginia Governmental Frauds Act (Virginia Code Section 18.2-498.1 *et seq.*), and Articles 2 (Virginia Code Section 18.2-438 *et seq.*) and 3 (Virginia Code Section 18.2-446 *et seq.*) of Chapter 10 of Title 18.2. The provisions of this Article shall apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

**1-10.2. Definitions:** Pursuant to Virginia Code Section 2.2-4368, the words defined in this section shall have the meanings set forth below throughout this Section 1-10:

a. "Immediate family" means a spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee.

b. "Official responsibility" means administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction, or any claim resulting therefrom.

c. "Pecuniary interest arising from the procurement" means a personal interest in a contract as defined in the State and Local Government Conflict of Interests Act (Virginia Code Section 2.2-3100 *et seq.*).

d. "Nominal Value" means five dollars (\$5.00) or less.

e. "Procurement transaction" means all functions that pertain to the obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

f. "Public employee" means any person employed by the County, including elected officials or appointed members of governing bodies.

**1-10.3. Proscribed Participation by Employees in Procurement Transactions:** Pursuant to Virginia Code Section 2.2-4369, except as may be specifically allowed by subdivisions A 2, 3 and 4 of Virginia Code Section 2.2-3112, no employee having official responsibility for a procurement transaction shall participate in that transaction of behalf of the County when the employee knows that:

- a. The employee is contemporaneously employed by a bidder, Offeror, or contractor involved in the procurement transaction;
- b. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, Offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent;
- c. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
- d. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with the bidder, Offeror or contractor.

**1-10.4. Prohibition on Solicitation or Acceptance of Gifts; Gifts by Bidders, Offerors, Contractor or Subcontractors Prohibited:** Pursuant Virginia Code Section 2.2-4371:

- a. No County employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The County may recover the value of anything conveyed in violation of this subsection.
- b. No bidder, offeror, contractor or subcontractor shall confer upon any County employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

**1-10.5. Disclosure of Subsequent Employment:** Pursuant to Virginia Code Section 2.2-43790, no County employee or former County employee having official responsibility for procurement transactions shall accept employment with any bidder, Offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by The County, unless the employee or former employee provides written notification to the Board or the Purchasing Agent, or both prior to commencement of employment by that bidder, Offeror or contractor.

**1-10.6. Kickbacks:** Pursuant to Virginia Code Section 2.2-4372:

- a. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

b. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

c. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a County contract.

d. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the County and shall be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

**1-10.7. Participation in bid preparation; limitation on submitting bid for same procurement:** Pursuant to Virginia Code section 2.2-4373, no person who, for compensation, prepares an IFB or RFP for or on behalf of the County shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the County may permit such person to submit a bid or proposal for that procurement or any portion thereof if the County determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the County.

**1-10.8. Purchase of Building Materials, etc., from Architect or Engineer Prohibited:** Pursuant to Virginia Code Section 2.2-4374:

a. No building materials, supplies or equipment for any building or structure constructed by or for a the County shall be sold by or purchased from any person employed as an independent contractor by the County to furnish architectural or engineering services, but not construction, for such building or structure or from any partnership, association or corporation in which such architect or engineer has a personal interest as defined in Virginia Code Section 2.2-3101.

b. No building materials, supplies or equipment for any building or structure constructed by or for a the County shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in the building or structure to the independent contractor employed by the County to furnish architectural or engineering services in which such person has a personal interest as defined in Virginia Code Section 2.2-3101.

c. The provisions of subsections 1-10.8.a and b *supra* shall not apply in cases of emergency.

**1-10.9. Misrepresentations Prohibited:** Pursuant to Virginia Code Section 2.2-4376, no County employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or

fraudulent statements or representations; or make or use any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry.

**1-10.10. Certification of Compliance Required; Penalty for False Statements:** Pursuant to Virginia Code Section 2.2-4375:

a. The County requires employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions, a written certification that they complied with the provisions of Virginia Code Section 2.2-4367-4377.

b. Any employee required to submit a certification as provided in section 1-10.10.b *supra* who knowingly makes a false statement in such certification shall be punished as provided in section 1-10.11 below.

**1-10.11. Penalty for Violation:** Pursuant to Virginia Code Section 2.2-4377, upon conviction of a willful violation of ethics in the public contracting provisions under the VPPA, any employee, in addition to any other fine or penalty provided by law, shall forfeit his/her employment.

## **Chapter 2**

### **DEBARMENT POLICY**

Pursuant to Virginia Code §§ 2.2-4357 and 2.2-4321 the County has adopted the following ineligibility and debarment procedure:

#### **2-1. INELIGIBILITY NOTICE**

Any Bidder, Offeror or Contractor suspended, refused permission to participate, or disqualified from participation, in any Solicitation or Contracts by the County (“disbarred”) for any cause including non-responsibility shall be notified in writing. Prior to the issuance of a written determination of disbarment, the County shall:

**2-1.1.** Notify the Bidder or Contractor in writing of the results of the evaluation;

**2-1.2.** Disclose the factual support for the determination; and

**2-1.3.** Allow the bidder an opportunity to inspect any documents that relate to the determination, if so requested by the bidder within five (5) business days after receipt of the notice.

#### **2-2. REBUTTAL**

Within ten (10) business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The County shall issue its written determination of disqualification or ineligibility based on all information in the possession of the County, including any rebuttal information, within five (5) business days of the date the County received such rebuttal information.

#### **2-3. DECISION**

If the evaluation reveals that the Bidder, Offeror or Contractor should be allowed permission to participate in the Contract, the County shall cancel the proposed disqualification action. If the evaluation reveals that the Bidder should be refused permission to participate, or disqualified from participation, in the Contract, the County shall so notify the Bidder, Offeror or Contractor. The notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days after receipt of the notice by invoking administrative procedures meeting the standards of Virginia Code § 2.2-4365, if available, or in the alternative by instituting legal action as provided in Virginia Code § 2.2-4364.

#### **2-4. DEBARMENT**

The County shall have the authority to suspend or debar a Bidder or Contractor from bidding on any Contract for the causes stated below:

**2-4.1.** Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

**2-4.2.** Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;

**2-4.3.** Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;

**2-4.4.** Violation of contract provisions, as set forth below, of a character which is regarded by the County to be so serious as to justify suspension or debarment action:

**2-4.5.** Failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

**2-4.6.** A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;

**2-4.7.** For non-responsibility. Any other cause the County determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;

**2-4.8.** The Contractor has abandoned performance or been terminated for default on any other County project; and/or

**2-4.9.** The Contractor is in default on any surety bond or written guarantee on which County is an obligee.

## **2-5. APPEAL**

If, upon appeal, it is determined that the action taken by the County was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the Bidder or Contractor shall be restoration of eligibility.

## **2-6. RULES APPLICABLE TO DEBARMENT**

**2-6.1.** The improper conduct of any agent, subcontractor, officer, board member or employee of any Contractor or Bidder may be fully imputed to such Bidder or Contractor; and vice versa.

**2-6.2.** Debarment of a Contractor in no way affects his obligations under any other Contracts

with the County which are ongoing, unless terminated by the County as provided for in the County's Procurement Policies and Procedures.

**2-6.3.** A debarment can be imposed for any length of time, and the length of time for debarment will be determined by the County based upon the relevant circumstances.

**2-6.4.** Debarment of a Contractor/Bidder applies to any successor company formed with the same resources, owners or stockholders as the debarred entity.

## **2-7. REINSTATEMENT**

The County may suspend debarment of any Contractor or Bidder at any time if it determines that it is in the County's best interests to do so. Mitigating circumstances that will be considered when deciding to reinstate a Contractor or Bidder may include, but are not limited to: (i) the improper or illegal act underlying the debarment; (ii) the degree of culpability of the Bidder or Contractor; (iii) any restitution by the Contractor to the County for the improper or illegal act; and (iv) cooperation with the County by the Contractor or Bidder in any investigations into bid crimes. After the debarment period expires, the contractor may submit formal written request to the County stating that the contractor wishes to continue to conduct business with the County. A determination for the contractor's reinstatement shall be voted on by the Board of Supervisors based upon recommendation from the staff. If agreed upon by the County Board of Supervisors, the contractor shall be permitted to contract or make an offer, proposal or bid, in response to a Request for Proposals, an Invitation to Bid or any other form of solicitation by the County, for supplies, services, insurance or construction.

## **Chapter 3**

### **SURPLUS POLICY**

#### **3-1. PURPOSE**

This Surplus Policy shall determine the process for transfer, sale, destruction or disposal of all the County's tangible property.

#### **3-2. AUTHORIZATION**

The Purchasing Agent is responsible for overseeing and implementing the County's Surplus Policy and is authorized to transfer, sell, trade, donate, or destroy the County's property and vehicles consistent with this Surplus Policy.

#### **3-3. DEFINITIONS**

Whether capitalized or not, within this Chapter 3, the following terms mean:

**3-3.1. County:** The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including all agencies, departments and constitutional offices of the County.

**3-3.2. Department:** any department, agency or Constitutional office of the County reporting to the County Administrator.

**3-3.3. Non-Profit:** Any 501(c)(3) organization deemed to be serving a public purpose.

**3-3.4. Property:** All tangible property owned by the County except vehicles.

**3-3.5. Purchasing Agent:** The County Administrator is the County's Purchasing Agent and is responsible for the purchasing activity of Fluvanna County.

**3-3.6. State Agency:** Any agency or department of the Commonwealth of Virginia.

**3-3.7. Surplus Property:** Any tangible property that is no longer of use to the County because it is obsolete, uneconomical, uneconomical to repair, valued based only upon its contents, or for any other reason deemed appropriate by the Purchasing Agent.

**3-3.8. Surplus Vehicle:** Any vehicle that is no longer of use to the County because it is obsolete, uneconomical, uneconomical to repair, valued based only upon its contents, or for any other reason deemed appropriate by the Purchasing Agent.

**3-3.9. Vehicles:** All vehicles owned by the County.

### **3.4. IDENTIFICATION OF UNUSED PROPERTY AND RELEASE OF PROPERTY**

**3-4.1.** All Department heads are responsible for identifying Property and Vehicles within their Department that are no longer used by or of use to such Department. The Department Heads shall notify the Purchasing Agent in writing specifically identifying such unused Property or Vehicles from time to time, but at least semiannually.

**3-4.2.** Such written notice shall include all known pertinent information regarding the Property or Vehicle including, but not limited to, the following:

a. For Property:

- Type of Property;
- Year of purchase;
- Condition of Property;
- Manufacturer, if applicable; and
- Product identification, if applicable.

b. For Vehicles:

- year, make, and model of vehicle;
- VIN;
- general condition of interior and exterior;
- any known mechanical problems;
- any known major repairs;
- any known accident history;
- number of miles;
- number of doors; and
- other descriptors including, but not limited to, air conditioning, power steering, power brakes, power door locks, cruise control, etc.

**3-4.3.** All computer equipment being released must first be cleared by the IT administrator to ensure that the hard drive has been cleared of all privileged County information, software and documents.

### **3-5. TRANSFER OF PROPERTY**

**3-5.1. Notice of Availability:** Upon determination by the Purchasing Agent that Property or Vehicle(s) are unused and eligible for transfer, the Purchasing Agent shall notify the heads of Departments that such is available. If the Purchasing Agent deems the Property or Vehicle(s) unsafe or otherwise improper for use by the County, then the Purchasing Agent is authorized to proceed with the Property as Surplus Property, or in the case of a Vehicle, as a Surplus Vehicle under Section 3-6 below.

**3-5.2. Priority:** Preference for transfer of Property or Vehicles shall generally be given to the Department with the most need for it or to the Department who responds first to the notice of availability, as determined by the Purchasing Agent in his sole discretion.

**3-5.3. Notice of Determination:** Upon receipt of requests by Departments to receive the Property or Vehicle(s), the Purchasing Agent shall make a determination as to the most effective placement of the Property or Vehicle(s) and notify all requestors of the decision.

**3-5.4. Transfer between County Departments:** Should the Purchasing Agent choose to transfer property from one Department to another Department, the notification shall serve as final approval and the receiving Department shall contact the releasing agency for transfer of the Property or Vehicle(s), keys, etc.

### **3-6. SURPLUS PROPERTY AND SURPLUS VEHICLE(S)**

#### **3-6.1. Determination of Surplus Property**

a. If the Purchasing Agent deems the Property or Vehicle(s) unsafe or otherwise improper for use by the County, then the Property is Surplus Property, or in the case of a Vehicle, is a Surplus Vehicle.

b. If no Department receives the Property or Vehicle(s) under Section 3-5 *supra*, i.e. the Purchasing Agent determines that no Department needs or is eligible to receive the Property or the Vehicle(s), then the Property is Surplus Property, or if a Vehicle, the Vehicle is a Surplus Vehicle.

**3-6.2. Disposition of Surplus Property by Sale, Trade or Exchange:** The Purchasing Agent has the authority to sell all Surplus Property and Surplus Vehicle(s) or to exchange the same for, or trade in the same for other Property or Vehicle(s). All sales of Surplus Property and Surplus Vehicle(s) shall be based on competitive principals and if feasible shall be sold on the basis of competitive bids to obtain the best price and insure that the County receives fair market value. The Purchasing Agent must require competitive sealed bids for any sale of Surplus Property or a Surplus Vehicle estimated to have a fair market value of more than \$50,000; and the Purchasing agent may require competitive sealed bids for any sale in his discretion.

#### **3-6.3. Other Disposition of Surplus Property**

a. When Applicable: The Purchasing Agent may use the other methods of disposition described herein only if the Purchasing Agent:

(1) Is unable to sell, trade or exchange the Surplus Property or Surplus Vehicle(s) as described in Section 3-6.2 *supra*; or

(2) Has determined that the Surplus Property or Surplus Vehicle(s) have a nominal fair market value such that sale, trade or exchange is inappropriate.

b. **Other Methods of Disposition:** If either of the above conditions of 1-6.c.(1) are met, then the Purchasing Agent may do any of the following:

c. **Transfer of Surplus Property or Surplus Vehicle(s) from County Ownership to a State Agency or Non-Profit:** The Purchasing Agent may transfer Surplus Property or Surplus Vehicle(s) from the County to a State Agency or Non-Profit as described below.

(1) **Notification:** The Purchasing Agent shall notify heads of State Agencies and Non-Profits that have requested to receive such notifications that Surplus Property or Surplus Vehicle(s) are available.

(2) **Priority:** In the case of multiple interested parties, the Purchasing Agent shall give priority to Non-Profits operating in the County or offering services to County residents, then to State Agencies locally housed, then to other Non-Profits and finally to other State Agencies.

(3) **Conditions:** The receiving State Agency or Nonprofit, submits a letter stating the following: “The Surplus Property transfer is in the form of a donation and such donated property will not subsequently be sold.”; and that “Surplus property being received is “as is – where is”. It is understood that this is a gratuitous donation, that no representations or warranties are intended, that the donee assumes responsibility for inspection and use and that donee assumes risks of using the property.” Non-profit agencies must provide a copy of their IRS determination letter to verify their non-profit status.

(4) **Pick-Up:** It shall be the sole responsibility of the receiving Non-Profit or State Agency to arrange for pick-up of the Surplus Property or Surplus Vehicle(s) within ten (10) working days of notice of donation.

(5) **Board of Supervisor Approval for Transfer of Surplus Vehicle(s):** In addition to the requirements *supra*, the County Board of Supervisors must approve any transfer of a Surplus Vehicle to a State Agency or Non-Profit.

d. **Transfer to Surplus Property Pool:** The Purchasing Agent may order that Surplus Property or Surplus Vehicle(s) be stored with other surplus property and made available at public auction (including online auctioning if authorized and appropriate).

**3-6.4. Destruction of Property:** The Purchasing Agent may order the destruction, removal to landfill or trash disposal of any Surplus Property or Surplus Vehicle(s) with no or nominal fair market value that cannot be otherwise disposed of under 1-6.b, 1-6.c.(2) or 1-6.c.(3) of this Surplus Policy.

## **Chapter 4**

### **SMALL PURCHASING PROCEDURES**

#### **4-1. AUTHORIZATION**

The Virginia Public Procurement Act, Virginia Code Section 2.2-4300 *et seq.*, (Hereinafter referred to as the “VPPA”) permits a locality to establish written small purchase procedures for purchases from non-governmental contractors that do not require competitive sealed bids or competitive negotiation, on the condition that such procedures provide for competition wherever practicable. See Virginia Code Section 2.2-4303(G) and (H). The following small purchase procedures have been established by the Board of Supervisors of Fluvanna County for use by the County when acquiring (1) materials, supplies, equipment, printing, or other goods and non-professional services from non-governmental contractors where the estimated cost is less than or equal to \$50,000, and (2) professional services through single or term contracts if the aggregate or the sum of all phases is not expected to exceed \$50,000. In general, the objective of this policy shall be to provide the County and its taxpayers with the best value possible - reflecting high quality and best price – through efficient and effective use of the competitive market.

#### **4-2. AUTHORITY OF PURCHASING AGENT**

The “Purchasing Agent”, who is the County Administrator, 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**.

#### **4-3. GENERAL POLICIES**

**4-3.1.** The procedures established in this Chapter are intended to provide for competition wherever practicable and shall be applied to further this intent.

**4-3.2.** The County may choose to require more formal bidding procedures or more stringent requirements in addition to or in lieu of the methods provided in these procedures. Reasons for imposing such requirements may include, but shall not be limited to, (1) a belief that a more competitive price could be obtained or (2) to comply with more stringent funding source procurement requirements.

**4-3.3.** The County shall not procure goods or services in a piecemeal manner, split procurement into multiple parts, or request that the selected vendor invoice the County at intervals for the purpose of reducing the estimated cost of the procurement below the \$50,000 threshold.

**4-3.4.** The receipt of written quotations is preferred.

**4-3.5.** All oral quotes must be documented by the employee receiving said quote. A standard

County form shall be available for this purpose.

**4-3.6.** When practicable, the County shall inquire about available discounts.

**4-3.7.** The County may, but shall not be required to, follow the methods provided in these procedures for procurements of goods or services which are exempt from requirements of competition under the VPPA.

**4-3.8.** Where the estimated cost exceeds \$50,000, the County shall follow the applicable provisions of the VPPA and the County's Procurement Policies and Procedures (the "Policy").

**4-3.9.** In the event that the required number of quotes cannot be obtained, the purchaser must document either that there are no other vendors available to provide the good or perform the service (single source determination), or that a reasonable effort was made to contact other vendors with no response. Documentation of such reasonable effort to contact vendors should include copies of fax confirmation sheets or letters requesting the quote and confirmation from the purchaser that no response was received. A standard County form shall be available for this purpose.

**4-3.10.** Consistent with Section 1-4 of Chapter 1 of the County's Procurement Procedures, when applicable under the VPPA, the County may make use of existing contracts in other localities for the purchase of similar goods and services. The contract price shall satisfy the purpose of one quotation.

**4-3.11.** A contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or \$ 50,000, whichever is greater, without the advance written approval of the Board of Supervisors of Fluvanna County. 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 quote or offer.

**4-3.12.** In the solicitation or awarding of contracts, the County shall not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**4-3.13.** Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Minority Business Enterprise.

**4-3.14.** Whenever Solicitations are made, the County shall include and incorporated by reference the General Terms, Conditions and Instructions to Bidders and Contractors, attached to the Policy as Appendix 1.

**4-3.15.** The County encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions.

**4-3.16. Compliance with Immigration Law.** Pursuant to § 2.2-4311.1. of the Code of Virginia, the Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. (BOS action Oct. 1, 2008)

#### **4-4. DEFINITIONS**

**4-4.1.** The County of Fluvanna Procurement Policies and Procedures, being the statement of purpose, Chapters 1 to 7 inclusive, and Appendix I, are referred to throughout as the “**Policy**”.

**4-4.2.** The definitions of the “Policy” as stated in Chapter 1 apply to the entire Policy, but for clarity are specifically incorporated to this Chapter 4 by reference.

**4-4.3.** The term “**contracts**” previously defined in Chapter 1 shall be expanded to also include any decisions to purchase a good or service made in compliance with the procedures outlined in this Chapter 4, with or without a formal written contract, including documentation.

**4-4.4.** “**Small purchases**” are single or term contracts for goods or services where the estimated sum or aggregate of all phases does not exceed \$50,000.

**4-4.5.** “*Professional services*”, consistent with its definition in Chapter 1, means work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering.

**4-4.6.** “*Nonprofessional services*”, consistent with its definition in Chapter 1, means any services not specifically identified as professional services in the definition of professional services.

**4-4.7.** The “**estimated cost**” of a contract shall be according to a single purchase order, not the annual total for a particular vendor. However, unit orders shall not be split in order to reduce the invoice total.

**4-4.8.** A “**quotation**” may be either written or oral. A supplier's current price list may serve the same purpose as obtaining a quote. It is the responsibility of the employee receiving an oral quote to document thoroughly the price and good or service provided.

#### **4-5. SMALL PROCUREMENT METHODS**

**4-5.1. One quotation:** Purchases where the estimated cost of goods, professional services, or nonprofessional services does not exceed \$3,000 may be made upon receipt of a written or oral quote from one vendor.

a. The County shall seek additional quotations whenever there is reason to believe a materially better value could be found.

b. Where more than one quote has been obtained for goods or nonprofessional services, the County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.

b. Where more than one quote has been obtained for professional services, the County shall negotiate with the vendor determined to be the most qualified, responsible and suitable; cost shall not be the sole determining factor. If a satisfactory contract cannot be negotiated with such vendor, negotiations shall then be undertaken with the second most qualified, responsible and suitable vendor, and so on until a satisfactory contract is agreed upon.

#### **4-5.2. Two quotations**

a. Purchases where the estimated cost of goods, professional services, or nonprofessional services exceeds \$3,000 but does not exceed \$20,000 may be made upon receipt of written or oral quotes from two vendors, subject to the provisions of Section 4-3.9 above.

b. For goods and nonprofessional services, the County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.

c. For professional services, the County shall negotiate with the vendor determined to be the most qualified, responsible and suitable; cost shall not be the sole determining factor. If a satisfactory contract cannot be negotiated with such vendor, negotiations shall then be undertaken with the second most qualified, responsible and suitable vendor, and so on until a satisfactory contract is agreed upon.

#### **4-5.3. Three written quotations**

a. Purchases where the estimated cost of goods, professional services, or nonprofessional services exceeds \$20,000 but does not exceed \$30,000 may be made upon receipt of written quotes from three vendors, subject to the provisions of Section 4-3.9 above.

b. For goods and nonprofessional services, the County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.

c. For professional services, the County shall negotiate with the vendor determined to be the most qualified, responsible and suitable; cost shall not be the sole determining factor. If a satisfactory contract cannot be negotiated with such vendor, negotiations shall then be undertaken with the second most qualified, responsible and suitable vendor, and so on until a satisfactory contract is agreed upon.

**4-5.4. Four written quotations**

a. Purchases where the estimated cost of goods, professional services, or nonprofessional services exceeds \$30,000 but does not exceed \$50,000 may be made upon receipt of written quotes from four vendors, subject to the provisions of Section 4-3.9 above.

b. Written informal solicitation of a minimum of four bidders or offerors shall be required.

c. The County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.

**4-6. EXCEPTIONS TO COMPETITIVE REQUIREMENTS**

Fluvanna County has determined that competition normally is either not practicable or available for small purchases of the following goods or services which, accordingly, may be purchased without receipt of quotes from additional vendors:

**4-6.1.** Books, pre-printed materials, reprints and subscriptions (e.g., print or electronic), pre-recorded audio and video cassettes and slide presentations when only available from the publisher/producer;

**4-6.2.** Any items purchased on state contract;

**4-6.3.** Academic/research consulting services;

**4-6.4.** Honoraria, entertainment (speakers, lecturers, musicians, etc.);

**4-6.5.** Royalties and film rentals when only available from producer or protected distributors;

**4-6.6.** Membership dues;

**4-6.7.** Advertisements such as in newspapers, magazines, journals, radio, television, etc.; and

**4-6.8.** Utility charges.

**4-7. CONTRACT REQUIREMENTS**

**4-7.1.** Every purchase under these Small Purchasing Procedures for more than \$3,000 must be in the form of a formal written contract and include and incorporate by reference the General Terms, Conditions and Instructions to Bidders and Contractors attached to the Policy as Appendix 1.

**4-7.2.** All small purchases made hereunder shall be subject to the provisions of paragraph 48 of the General Terms, Conditions and Instructions to Bidders and Contractors attached to the Policy as Appendix 1.

## Chapter 5

# PURCHASING CARD POLICY

### 5-1. PURPOSE

The County of Fluvanna's (the "County") Purchasing Card Policy (the "Purchasing Card Policy") states the rules for use of the Purchasing Card and is intended to provide County departments and agencies with an efficient and reliable way to procure and pay for small dollar goods and services as a type of Small Procurement.

### 5-2. BACKGROUND

This Purchasing Card Policy is intended to reduce the volume of accounts payable transactions and the associated administrative costs by eliminating vendor invoices and consolidating multiple vendor payments into one monthly payment to the "**Purchasing Card Contractor**". Vendors are paid directly by the Purchasing Card Contractor. The County is part of a cooperative contract through the Commonwealth of Virginia who has contracted with Bank of America Merrill Lynch as the Purchasing Card Contractor. In addition, the Purchasing Card Contractor provides a variety of management information reports to assist the County in maintaining control over purchases and payments via the Purchasing Card Contractor's online program management system (hereinafter "Works").

### 5-3. DEFINITIONS

For purposes of this Purchasing Card Policy, the following definitions apply:

**5-3.1. Cardholder** – The individual employee who is assigned a Purchasing Card.

**5-3.2. Credit Limit** – The maximum dollar amount a Cardholder is authorized to spend during a single monthly statement billing cycle.

**5-3.3. Industry Restrictions** – Certain categories of vendors (i.e., travel, car rental, gas/oil, restaurant, and lodging) that, in an effort to ensure that Purchasing Cards cannot be used to make improper purchases, the PCA has blocked purchases from based on their MCC. Attempts to purchase goods or services under Industry Restrictions will result in an "unauthorized purchase" message. Requests for changes to the Industry Restrictions permitted on a Purchasing Card should be submitted to the PCA on the Card Maintenance Form, included herein in Appendix A.

**5-3.4. Merchant Category Code ("MCC")** – Is a four-digit **code** used by the Purchasing Card Contractor to classify a vendor or a merchant's primary business.

**5-3.5. Purchasing Agent** – The Fluvanna County Administrator who oversees the Small Purchasing Procedures, including this Purchasing Card Policy. For administrative efficiency, the authority to oversee and administer this Purchasing Card Policy is delegated to the Purchasing

Card Administrator. Nothing herein, shall limit the Purchasing Agent's authority under the Small Purchasing Procedures, see Chapter 4 of the Procurement Policies and Procedures, and he shall have the right and authority to do anything that the Purchasing Card Administrator could do under this Purchasing Card Policy; and to delegate his authority in writing to another responsible County employee if he so deems appropriate.

**5-3.6. Purchasing Card** – The Purchasing Card is any Purchasing Card Contractor credit card procured by the County and issued to a Cardholder.

**5-3.7. Purchasing Card Administrator (“PCA”)** – The PCA is the Fluvanna County Director of Finance who: (i) monitors all activities relating to the Purchasing Card Policy; (ii) is registered with the Purchasing Card Contractor; and (iii) is authorized to take all actions relating to the Purchasing Cards consistent with this Purchasing Card Policy. The PCA will serve as the primary contact for the County departments and agencies participating in the Purchasing Card program. The PCA can assign some of his or her responsibilities to a designee(s), however the PCA is ultimately responsible for implementing, overseeing and enforcing the Purchasing Card Policy. The PCA is the County's primary representative to both the State Department of Accounts and the Purchasing Card Contractor. The PCA serves at the convenience of the Purchasing Agent, and the Purchasing Agent may remove the acting PCA at any time, by written notice to the PCA of such removal. The Purchasing Agent may name a successor PCA in writing, or if one is not so named, the Purchasing Agent will be the PCA hereunder.

**5-3.8. Purchasing Card Contractor (“PCC”)** – See definition in Section 5-2, *supra*.

**5-3.9. Rebate** – A Rebate earned based on qualifying purchases and paid to the County by the PCC. Any such Rebate received shall be deposited into the County's General Fund for payment of the administrative and processing costs of this Purchasing Card Policy.

**5-3.10. Single Transaction Limit (“STL”)** – The maximum dollar amount a Cardholder is allowed to spend on any one purchase or transaction.

**5-3.11. Split Purchase** – An unauthorized purchase or transaction where either the Cardholder, or Cardholders acting together, break a transaction or purchase of the same or related goods or services into multiple transactions or purchases to circumvent the STL, the Credit Limit or this Purchasing Card Policy in any way.

## **5-4. PARTICIPATION**

**5-4.1. Application for a Purchasing Card.** Any County employee who would like to be issued a Purchasing Card must first obtain their Department Head's approval, then the Department Head must fully complete a Purchasing Card Program – Application/Agreement (the “Application”) and submit the original signed Application to the PCA. The PCA has final authority to approve the issuance of Purchasing Cards, or not, in accordance with this Purchasing Card Policy. The Application is included herein in Appendix A.

**5-4.2. Issuance of Purchasing Card.** Purchasing Cards will not be issued to a Cardholder by the PCC unless and until the PCA approves and signs the Application request. The PCA will notify Cardholders when their card has been received and is ready to be picked up. Cardholders must sign for their card and will be given a copy of this Purchasing Card Policy at that time.

**5-4.3. Activating a Card.** Cardholders must call the PCC's Customer Service Department to activate a new Purchasing Card.

#### **5-4.4. Authorized Use**

a. The County is liable for authorized charges made using the Purchasing Cards that are within the STL. Purchasing Cards shall be used for **ONLY** official County purchases. *Use of the card for personal items is not permitted, even if the County will be reimbursed later.* The County does not accept liability for the following: unauthorized use of the Purchasing Card, fraudulent use of Purchasing Card Account Number, and Purchases made with a stolen or lost Purchasing Card.

b. Authorized use of the Purchasing Card is limited to the person whose name appears on the face of the card. The Purchasing Card must not be loaned to another person.

ca. Cardholders must exercise good stewardship of the County's resources and make no excessive or unnecessary purchases. Efforts should be made to use the card where appropriate in order to maximize administrative cost savings. If you have questions on the appropriate use of the Purchasing Card, please contact the PCA.

**5-4.5. Requirements for Competition.** Requirements for competition prior to purchasing with a County Purchasing Card are generally based on the dollar amount of the purchase or transaction, and all purchases and transactions are subject to the County Procurement Policies and Procedures, and specifically, the County Small Purchasing Procedures, see Chapter 4 *supra* (collectively the "County's Purchasing Policies").

**5-4.6. Technology Items.** Computer and other technology items charged to the Purchasing Card must be made in accordance with the County's Purchasing Policies, Information Technology requirements, computer uses, and approved in advance by the Purchasing Agent if more than \$100.

**5-4.7. Violations.** Individuals who violate this Purchasing Card Policy may have their Cardholder privileges suspended or permanently revoked, may face additional disciplinary action including termination of employment or, if appropriate, the County may take any other action against such individual permitted under law, equity or otherwise.

### **5-5. ROLES & RESPONSIBILITIES**

**5-5.1. Responsibilities of the Purchasing Card Administrator.** The **Purchasing Card Administrator**, is responsible for implementing, overseeing and enforcing this Purchasing Card

Policy, including, but not limited to, the following:

- a. Communicating with the PCC including maintaining and reporting all Cardholder and Purchasing Card information;
- b. Issuing, cancelling, terminating or suspending any Purchasing Card;
- c. Setting appropriate purchase, transaction, Industry Restrictions, STLs and/or Credit Limits on each Purchasing Card based on the Cardholder's purchasing needs and the County's Procurement Policies and Procedures;
- d. Ensuring that at least annually an analysis of each Cardholder's Purchasing Card usage and Credit Limit is performed and documented;
- e. Monitoring on a regular basis, and at minimum monthly, the statements for the Purchasing Cards to ensure compliance with this Purchasing Card Policy;
- f. Ensuring that if the paper bill from the PCC is not received within eight (8) days of the close of the Purchasing Card statement cycle that a copy of the monthly statement is downloaded from Works;
- g. Managing any Purchasing Card issues including contacting vendors when goods or services are not received or for incorrect charges. If resolution cannot be made dealing directly with the vendor, then the PCA shall notify the PCC through Works;
- h. Ensuring Cardholders are not paying past due invoices;
- i. Periodically reviewing accounts to identify inactive Purchasing Cards, cancelling the same and notifying the Cardholder of the cancellation;
- j. Removing, either permanently or temporarily any Industry Restrictions, on a Cardholder's Purchasing Card on a case-by-case maintaining adequate supporting documentation;
- k. Training Cardholders at least annually in proper Purchasing Card usage and security;
- l. Ensuring Cardholder compliance with this Purchasing Card Policy;
- m. If there be any potential, suspected or confirmed fraudulent use of any Purchasing Card, taking any steps necessary to stop the threat of any future fraudulent use and to remedy any fraud that has already occurred; and
- n. Ensuring that if a Purchasing Card ordered is not received in seven (7) business days, it is cancelled for security reasons, and a request for a new one is made.

**5-5.2. Responsibilities of the Cardholder.** The **Cardholder** is responsible for complying with this Purchasing Card Policy including, but not limited to, the following:

- a. Complying with this Purchasing Card Policy, the County's Purchasing Policies, and all rules governing the use of the Purchasing Card;
- b. Ensuring that the Purchasing Card is not, under any circumstances, used for personal expenditures, cash advances, or to obtain store credit;
- c. All of the Cardholder's Purchasing Card activity;
- d. Requiring and retaining all transaction or purchase documentation, including, but not limited to, vendor receipts, invoices and delivery documentation;
- e. Submitting any required documentation related to the transaction or purchase to the appropriate recipient(s), in a timely manner, for coding, approval or otherwise;
- f. Ensuring that no transaction or purchase made on the Purchasing Card is a Split Purchase;
- g. Complying with STL and Credit Limits;
- h. Placing only authorized orders and complying with Industry Restrictions;
- i. Ensuring receipt of any product and/or services purchased on the Purchasing Card;
- j. Verifying all purchases listed on their Purchasing Card statement are correct and made for only for official County purchases;
- k. Ensuring that past due invoices are not paid with the Purchasing Card;
- l. If the Purchasing Card is lost or stolen, immediately notifying the PCA;
- m. Resolving delivery and credit disputes with vendors, or if such cannot be resolved by the Cardholder within seven (7) days notifying the PCA of the same; and
- n. Ensuring the security of their Purchasing Card and any document containing their Purchasing Card Account Number.

## **5-6. SPENDING LIMITS**

Credit Limits are set at or below the one quotation threshold established under the County's Small Purchase Procedures. Purchasing Card Credit Limits and STLs provide an important safeguard against fraud and misuse. It is important that Purchasing Card Credit Limits be set as close as possible to anticipated use. Each employee of the County can only have one Purchasing

Card issued to him or her. The PCA shall choose a “Purchasing Card Type” from the table below for each Cardholder with the Credit Limit and STL as so noted prior to the issuance of any Purchasing Card. The PCA may change the “Purchasing Card Type” at any time by written notice to the Cardholder. The County has established 10 (Ten)” Purchasing Card Types”. Each Purchasing Card must be one of the Purchasing Card Types listed below:

<b>Purchasing Card Type</b>	<b>Credit Limit</b>	<b>Single Transaction Limit</b>
CL \$500/STL \$100	\$500.00	\$100.00
CL \$500/STL \$500	\$500.00	\$500.00
CL \$1000/STL \$500	\$1,000.00	\$500.00
CL \$1000/STL \$1000	\$1,000.00	\$1,000.00
CL \$2000/STL \$1000	\$2,000.00	\$1,000.00
CL \$2000/STL \$2000	\$2,000.00	\$2,000.00
CL \$3000/STL \$1000	\$3,000.00	\$1,000.00
CL \$3000/STL \$1500	\$3,000.00	\$1,500.00
CL \$3000/STL \$2000	\$3,000.00	\$2,000.00
CL \$3000/STL \$3000	\$3,000.00	\$3,000.00

## **5-7. CARD USES**

**5-7.1. Proper Purchasing Card Uses.** Subject to any Restrictions on a Cardholder’s Purchasing Card and any limitations in this Purchasing Card Policy, the Purchasing Card may be used for the following:

- a. Books, magazines, journal subscriptions, publications, etc.;
- b. Car Rental;
- c. Conference registration;
- d. Food/Restaurant;
- e. Gas for rental vehicles;

- f. Lodging;
- g. Office supplies;
- h. Express mail service and freight service;
- i. Professional organization dues, fees, and licenses;
- j. Airline tickets; and
- k. Travel expenses.

**5-7.2. Improper Purchasing Card Uses.** Purchasing Cards shall **NOT** be used for the following:

- a. Cash advances;
- b. Personal purchases of any kind;
- c. Purchases by non-employees;
- d. Split Purchases;
- e. Other purchases prohibited by the VPPA or the County's Procurement Policies and Procedures; and
- f. Fuel Purchases subject to the County Fuel Card Management Policies.

## **5-8. GENERAL ORDERING GUIDELINES**

**5-8.1. Taxes.** Tell the vendor the County is exempt from sales tax, and, if requested, the County Finance Department will fax or mail a Commonwealth of Virginia, Sales and Use Tax Certificate of Exemption to the vendor. **The County is not exempt from sales tax on restaurant, catering, and lodging charges.**

**5-8.2. Shipping.** Be sure to include the Cardholder's department name as part of the billing and shipping address. Try to negotiate FOB Destination, freight prepaid and allowed shipping terms. Request Inside Delivery, if applicable. Request that the vendor NOT put the Purchasing Card number on the exterior of the shipping container.

**5-8.3. Supplier Information.** Information to obtain from supplier: Order confirmation or tracking number; Base cost of purchase; Promised or anticipated delivery date; and Freight costs. If a fixed amount can't be provided, get a not-to-exceed amount.

**5-8.4. Documentation.** Save all documentation pertaining to the purchase, including such items as shipping papers and packing slips. Remember to print internet pages showing your order or confirmation of order. This type documentation must be kept on file at least three years by the Cardholder's department for reconciliation to the charge card statement, and for audit purposes.

**5-8.5. Returning Purchases.** The Cardholder should contact the vendor and process the return with the vendor. Be sure to save original receipts, as they will expedite credits to the Purchasing Card. The Cardholder **MUST** follow these guidelines when returning purchases, or for other disputed items such as sales tax charged: (i) Returns should be handled as credits to the Purchasing Card (not store credits) and treated as separate transactions; (ii) A separate purchase must be made to re-order the correct item, if applicable; and (iii) **Cash refunds are not allowed.**

## **5-9. INTERNAL CONTROLS**

**5-9.1. Cardholder Reconciliation Procedures and Responsibilities.** Cardholders shall review their monthly Cardholder statement for accuracy by comparing statement charges to the supporting documentation for each purchase.

- a. Cardholder must report disputed charges as soon as possible.
- b. For each transaction on the monthly Cardholder statement, the Cardholder must note on the statement near each charge that will not be charged to the default budget code, the budget code for the purchase.
- c. For travel and local subsistence charges, the name of the conference attended and/or purpose of the trip and the person attending must be noted near the charge.
- d. Cardholders are responsible for making sure that educational training/travel related charges to their purchasing card are included in the appropriate section of any related Travel Expense and Reimbursement Form, **BUT ARE NOT INCLUDED IN THE REIMBURSEMENT SECTION** of the Travel Expense and Reimbursement Form.
- e. Either on the statement or attached to the statement, the Cardholder must **summarize all charges by budget code.**
- f. Cardholders must sign the monthly statement to certify the charges and approve payment.
- g. Cardholders are responsible for obtaining their monthly Cardholder statements and ensuring that the properly reconciled original signed statements are submitted to their Department Head with all original supporting documentation in a timely manner.
- h. After the Cardholder statement is approved and signed by the Department Head, the Cardholder must make a copy of the Cardholder statement and attach all original supporting receipts and documentation of charges to the copy and retain for audit purposes for at least three

(3) years. Then, the Cardholders **MUST** deliver the original statement with 2 signatures and a copy of the supporting documentation to the Finance Department by the deadline in the following section.

### **5-9.2. Department Head Responsibilities**

- a. Department Heads will receive electronically all Cardholder statements each month.
- b. Department Heads are responsible for developing internal control procedures to ensure that its employees **original Cardholder statements, properly signed, with necessary expenses properly explained and coded for payment, are received in the Finance Department no later than three (3) business days prior to the AP cutoff for payments to be made on the SECOND PAYMENT CYCLE of each month.** For those departments that do not meet the deadline, continued delinquencies shall be cause for suspension or termination of their Purchasing Card privileges.
- c. Department Heads are responsible for assigning a default budget code, i.e., VISA Holding line for each Purchasing Card.
- d. Department Heads are responsible for maintaining copies of each Cardholder statement, with appropriate backup documentation, for a period of at least three (3) years.
- e. Department Heads, or his or her designee, sign the original Cardholder statement to certify the charges and approve payment. The person who signs in addition to the Cardholder must verify that the charges are legitimate (other than those being disputed), the documentation is appropriate, and payment is approved. The second signature must be on the Finance Department list of persons authorized to approve County disbursements.

**5-9.3. Signatures.** As required above, two original signatures are required on each original Cardholder statement, the Cardholder's signature and the Department Head's signature. Statements should also be signed by the PA, or his or her designee, to approve accounts payable.

**5-9.4. Errors.** For any charges on the Purchasing Card that should be charged to a budget code other than the default code, but were erroneously not so indicated on the Cardholder statement sent to the Finance Department, prepare a cost transfer to change the charge to the proper budget code and send the cost transfer form to the Finance Department in a timely manner.

## **5-10. DISPUTING CHARGES**

**5-10.1.** The County has sixty (60) days after the billing statement date to give the PCC written notice of a disputed charge.

**5-10.2.** The Cardholder should try to resolve the issue with the vendor and shall get written confirmation of any credit to be issued. If the Cardholder is unsuccessful in resolving the issue, the Cardholder must **immediately** fax the completed Dispute Form, included herein in Appendix A,

form to PCC's Customer Service Department and notify the PCA. In any event if any issue remains unresolved more than seven (7) days after the billing statement date, then such shall be reported to the PCA immediately.

**5-10.3.** Payment of disputed charges properly reported to the PCC is not required while the PCC investigates the dispute. A credit will be issued upon the PCC's receipt of the written dispute. If the charge is found to be in error, the credit remains. If the charge is found to be accurate, the credit will be reversed and the department will be responsible for payment on their next billing cycle. The average time for billing dispute resolution after the receipt of the written notice is 45 – 60 days.

## **5-11. CANCELLATION**

The Department Head is responsible for returning a Cardholder's card to the PCA when the employee terminates employment, misuses the card, transfers to another department, or no longer needs the card. The Cardholder may personally return the card to the PCA.

## **5-12. REISSUING**

As Purchasing Cards approach their expiration date, they will automatically be reissued by the PCC **UNLESS**: (i) otherwise requested; (ii) the card has not had any transaction activity for 18 consecutive months; or (iii) the Cardholder's account is currently delinquent. Reissued cards are sent to the PCA. The Cardholder will be required to pick up and sign for the new card from the PCA. Cardholders must activate the reissued card the same way the original card was activated and turn in the old card to the PCA to be destroyed.

## **5-13. CHANGES**

The PCA can make most changes to the Purchasing Card needed by the Cardholder. The Department Head must request any requested change using the "Card Maintenance Form" in Appendix A.

## **5-14. PAYMENT GUIDELINES**

**5-14.1.** Under the supervision of the PA, the Finance Department is responsible for processing payments to the PCC for the amount certified by Department Heads on the monthly Cardholder Statements. Due to the length of time allowed for the County to pay the PCC's corporate monthly billing statement, the PCA may authorize payment from the master billing statement prior to receiving statements from all individual Cardholders. The Finance Department will process and authorize payment in time for payment to be included in the County's AP run to ensure payment is made prior to the due date. If it appears the payment cannot be made in the normal AP run in time to meet the due date, a manual check may be requested.

**5-14.2.** Upon receipt of the corporate monthly billing statement a representative from the Finance Department responsible for AP entry will reconcile the corporate billing statement charges with

the individual Cardholder statements submitted. Charges shall be coded as indicated by the department on the Cardholder statement. If a Cardholder fails to submit a Cardholder statement, the charges shall be coded to the Cardholder's default budget code.

## **5-15. REPORTS**

The PCA can generate Project Administrator Management Reports from Works. Cardholders will have access to online reporting, including printing of monthly statements.

## **5-16. FRAUD & MISUSE**

Each Department Head is responsible for actively protecting each of its Purchasing Cards from fraud and misuse. The following guidelines MUST be followed:

**5-16.1. Limit Card Access** – Maintain Staff and Department Purchasing Cards in a secure environment. Limit access to this environment to provide greater security for the Purchasing Card. Consider Purchasing Card security prior to allowing an employee access to a Purchasing Card or Purchasing Card Account Number, particularly if the employee is temporary or seasonal.

**5-16.2. Protect Card Information** – Information regarding Purchasing Cards should be protected. This is to include Purchasing Card Account Number, name and expiration date. File reports that contain Purchasing Card numbers in locked file cabinets. When destroying reports or other paperwork containing any Purchasing Card information, shred documents; however make sure to keep all documentation for at least three (3) years for audit purposes pursuant to Section 5-8.4 herein. Assure security of Purchasing Card materials that are maintained electronically. Do not send emails which contain Purchasing Card Account Numbers or other identifying information.

**5-16.3. Establish Reasonable Card Limits** – Establish reasonable spending and transaction limits. This will limit risk in the event the Purchasing Card or Purchasing Card number is lost or stolen.

**5-16.4. Maintain Adequate Separation of Duties** – Divide the Purchasing Card custodian/accounting/reconciliation duties among employees. Conduct proper upper management review of transactions and supporting receipts and associated documentation.

**5-16.5. Occurrence of Fraud or Misuse** - If fraud or misuse of a Purchasing Card is suspected or confirmed by any person, such must be immediately reported to the PCA who will conduct an investigation. If fraud is confirmed, the PCA must report the incident to County Administrator.

**5-16.6. Compliance Reviews** - The Purchasing Card program is subject to review by the Finance Department, County Administrator, and internal or external audits.

## **Chapter 5**

### **APPENDIX- A FORMS**

See Separate Attachments

## **Chapter 6**

### **County Fuel Card Management Policies**

#### **6-1. OVERVIEW**

**6-1.1.** The Fluvanna County (the “County”) Fuel Card program is a program offered through the State Motor Fuel Program. The fuel card program will utilize the Voyager card under Mansfield Oil Company and provides the flexibility to fuel vehicles at 90% of the gas stations nationwide. Contract prices under this program allow cardholders to purchase Federal excise tax-exempt motor fuels at an OPIS-based price plus the contract adder. The card will give the County the ability to purchase all brands of fuel products.

**6-1.2.** This card program shall be managed in a manner consistent with all applicable County accounting policies and procedures related to the use of charge card programs. Agencies assume ultimate responsibility for employees’ use of the fuel card, as well as the accountability for the physical security of the fuel cards. The County and the County Sheriff’s Office shall each have a Fuel Card Custodian to monitor fuel cards assigned to specific vehicles and to manage their daily use, a Fuel Card Account Custodian to perform the fiscal and administrative functions required to appropriately manage the fuel card program and a County Fuel Card Administrator to oversee this Fuel Card Policy. The Fuel Card Custodian, Fuel Card Account Custodian and the Fuel Card Administrator for the County and the Fuel Card Custodian, Fuel Card Account Custodian and the Fuel Card Administrator for the County Sheriff’s Office shall be designated by the County Administrator.

#### **6-2. DEFINITIONS**

**6-2.1. County Owned Vehicle** - Any vehicle with a title held by the County of Fluvanna, Virginia or operating agency including the County Sheriff’s Office, that includes but is not limited to sedans, station wagons, minivans, pickup trucks, sport utility vehicles, or vans used primarily for the transportation of the driver and no more than 15 passengers.

**6-2.2. Employee** - Any individual authorized to operate a County/Agency owned vehicle on behalf of the County of Fluvanna, Virginia, e.g., part-time, hourly, and full-time employees to perform business related services.

#### **6-3. ROLES & RESPONSIBILITIES**

**6-3.1. Fuel Card Custodian** - The Fuel Card Custodians assume responsibility for the physical security of any Fluvanna County Fuel Card (Mansfield/Voyager Card) and the associated PINs (Personal Identification Numbers). The Fuel Card Custodians may delegate use of the card, but assumes responsibility for card transactions. The Fuel Card Custodian shall perform duties that include, but are not limited to:

- a. Ensure physical security of Fuel Cards (for example, in a locked desk drawer). The

card may **not** be left in the custody of a vendor.

b. Maintain a written record of all persons who have physical access to the Fuel Card (for example, a sign-out sheet for the card, or a list of persons who have keys to the locked desk drawer).

c. Ensure that the card is used only for appropriate purchases (described below), and in conjunction with County business.

d. Remind all card users to use commercial retail sites only.

e. Ensure users of vehicle fuel cards turn in receipts of purchases from commercial retail fuel sites.

f. Ensure all documentation of card use is forwarded to the Fuel Card Account Custodian.

g. Inform the Department of Public Works or Fluvanna County Sheriff's Office of any change in the Fuel Card Custodian's contact information.

**6-3.2. Fuel Card Account Custodian** - The Account Custodians assumes responsibility for reviewing card activity to ensure appropriate use. In addition, the Account Custodians **should not** be a card user. The Account Custodians shall perform duties that include but are not limited to:

a. Review the monthly Statement of Charges (downloaded from Mansfield website) for appropriateness of card usage.

b. Reconcile all charges and process payment to card vendor.

c. Report infractions to the County Administrator.

d. Maintain records of all card usage, sign out sheets, receipts, or other applicable documents.

e. Ensure that the card is used only for appropriate purchases (described below), and in conjunction with State business.

f. Inform the Department of Public Works or the Fluvanna County Sheriff's Office of any change in the Fuel Card Account Custodian's contact information.

**6-3.3. County Fuel Card Contract Administrator** - The Fuel Card Contract Administrators will electronically monitor all fuel card accounts in the program via the Mansfield Oil website. Monitoring responsibilities shall include, but not be limited to:

- a. Creation and deletion of accounts
- b. Delinquent payments
- c. Inactive cards
- d. Inappropriate purchases
- e. Ensure agency Fuel Card and Account Custodians receive appropriate training and support from the fuel card vendor

#### **6-4. COUNTY FUEL CARD MANAGEMENT POLICIES**

**6-4.1.** County assigned Fuel cards shall only be used at commercial retail fuel stations that accept the Voyager card. A list of the commercial retail stations can be found at <https://www.fleetcommanderonline.com/app/public/merchantLocator.do>.

**6-4.2.** Use only unleaded regular fuel or diesel fuel in gasoline powered County-owned vehicles.

**6-4.3.** Mid-grade or premium blends are only to be used when regular is not available or the manufacturer requires the use of high octane fuel in the vehicle. E85 fuel is to be used in Flex-Fuel vehicles where available. A list of E85 locations can be found at: [http://www.afdc.energy.gov/afdc/progs/ind\\_state.php/VA/385](http://www.afdc.energy.gov/afdc/progs/ind_state.php/VA/385). A list of approved E85 vehicles can also be found at the website listed above. Drivers are expected to use self-service pumps at commercial stations, since this service is normally more economical. A fuel card is provided for such purchases.

**6-4.4.** Drivers **MUST** enter correct odometer readings, no tenths, into the card readers, at all commercial self-service fueling sites. The Department of Public Works and the Fluvanna County Sheriff's Office will run daily fueling reports and will contact all drivers that consistently fail to enter correct odometer readings. Correct odometer readings are critical to the fuel card management system, and this requirement will be strictly enforced.

**6-4.5.** Department Directors, Constitutional Officers, and Agency Heads will be notified of unusual fuel transactions and will have fifteen (15) days to investigate and respond to the either the Department of Public Works or the Fluvanna County Sheriff's Office as applicable.

**6-4.6.** A Mansfield/Voyager Fuel Card assigned to a **County owned** vehicle may be used to purchase the following provided the County establishes authorization with Mansfield:

- a. Fuel, either **regular** unleaded gasoline, E85 if the vehicle is capable of using E85 or diesel fuel.

**6-4.7.** A Mansfield/Voyager Fuel Card assigned to a **County owned** vehicle shall **not** be used to purchase:

- a. Food or beverages.
- b. Parts and labor for towing, road service, and mechanical repairs.
- c. Other goods or services.

**6-4.8.** Fuel Cards will be assigned to each County owned vehicle that is currently in an “active” status. Each fuel card shall contain the following information which is vehicle specific:

- a. Department
- b. Vehicle Identification Number (VIN #)
- c. Vehicle ID (This number is used as an "identifier" between Mansfield and Voyager's systems for the card information and is assigned by Contracts Administrator)

**6-4.9.** Fuels Cards that are assigned to individual vehicles cannot be used to fill up any other vehicle within the active fleet.

**6-4.10.** The fuel cards will not work at the Fluvanna County Public Schools gas terminal.

## **6-5. DISPOSAL OF FUEL CARDS**

Fuel cards are to be turned back into the Director of the Finance Department when the vehicle taken out of service or when the vehicle is replaced.

## **Chapter 6**

### **Appendix 6A**

#### Fuel Card Dispute Form

## **Chapter 7**

### **DESIGN-BUILD (“D/B”) PROCEDURES**

In accordance with the provisions of § 2.2-4308 of the Code of Virginia (1950, as amended) (“Code”), and consistent with the procedures adopted by the Secretary of Administration utilizing Design-Build, the Fluvanna County Board of Supervisors hereby adopts the following procedures for the procurement of Design-Build (“D/B”) contracts, as defined in § 2.2-4301, which shall be followed by the County of Fluvanna, Virginia (“County”).

#### **7-1. LEGISLATIVE AUTHORITY**

##### **7-1.1.** Section 2.2-4301: Definitions of design-build contract and other key terms

Section 2.2-4303(D)(4): Exceptions to competitive sealed bidding

Section 2.2-4308: Design-build contracts for public bodies other than the Commonwealth

Any reference in these D-B Procedures 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.

#### **7-2. GENERAL**

**7-2.1.** A design-build contract is a contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure, roadway or other item specified in the contract. The County may contract to secure D-B projects on a fixed price or not-to-exceed price basis in accordance with *Virginia Code* § 2.2-4308(A), the requirements of that section, and the procedures adopted by the Virginia Secretary of Administration for utilizing design-build or construction management contracts. The County is authorized to use competitive negotiations to procure D-B contracts when it determines in advance, and sets forth in writing, that competitive sealed bidding is not practicable or fiscally advantageous to the public, which writing shall document the basis for this determination.

#### **7-3. PROCEDURE FOR APPROVAL**

**7-3.1.** Prior to making a determination as to the use of design-build or construction management for a specific construction project, the public body shall have in its employ or under contract a licensed architect or engineer with professional competence appropriate to the project who shall advise the public body regarding the use of design-build or construction management for that project and who shall assist the public body with the preparation of the Request for Proposal and the evaluation of such proposals.

**7-3.2.** Prior to taking any action, the County shall request authority, in writing and receive approval from the Board of Supervisors, to use a D-B contract. The request shall justify and substantiate that D-B is more advantageous than a competitive sealed bid construction contract

with a general contractor and shall indicate how the County will benefit from using D-B. The request shall also include a written justification that sealed bidding is not practicable and/or fiscally advantageous. These justifications for the use of D-B shall be stated in the Request for Proposals. Approval of or exceptions to this procedure may be granted by the purchasing agent, who is the approving authority for requests to use D-B procedures.

#### **7-4. GENERAL PROCEDURES**

**7-4.1.** The D-B procurement shall be consistent with the procurement of nonprofessional services through competitive negotiation and shall also require Requests for Proposals to include and define the criteria of such construction project in areas such as site plans; floor plans; exterior elevations; basic building envelope materials; fire protection information plans; structural, mechanical (HVAC), and electrical systems; and special telecommunications; and may define such other requirements as the County determines appropriate for that particular construction project. Design-build construction projects shall include a two-step competitive negotiation process consistent with the standards established by the Division of Engineering and Buildings of the Department of General Services for state agencies.

The County shall appoint an Evaluation Committee (“Committee”) which shall consist of at least three members from the County, including a licensed design professional, if possible. In addition to the County members, the Committee shall include a licensed professional engineer or architect. The County shall contact the County Attorney’s Office (CAO) to determine whether a representative from the CAO should be involved.

#### **7-5. SELECTION PROCEDURES**

**7-5.1.** On projects approved for D-B, procurement of the contract shall be a two-step competitive negotiation process. The following procedures shall be used in selecting a design build contractor and awarding a contract:

**7-5.1.1. Selection of Qualified Offerors (STEP I):** On projects approved for D-B, the County shall conduct a prequalification process as follows to determine which offerors are qualified to receive Request for Proposals (RFPs).

a. The County shall prepare a Request for Proposals (“RFP”) containing the County’s Facility Requirements, building and site criteria, site and survey data (if available), the criteria to be used to evaluate RFP Responses and other relevant information, including any unique capabilities or qualifications that will be required of the contractor. All offerors shall have a licensed Class “A” contractor and an Architect or Engineer registered in the Commonwealth of Virginia as part of the Project Team.

b. The RFP shall be posted in accordance with the current standards for the posting of public bids in the Virginia Code and in accordance with the latest edition of the Construction and Professional Services Manual.

c. The Committee shall evaluate each offeror’s RFP responses and any other

relevant information and shall determine which offerors are fully qualified and suitable for the project.

d. The RFP evaluation shall result in a short list of two to five offerors to receive the RFP. An offeror may be denied prequalification only as specified under Virginia Code § 2.24317, but the short list shall also be based upon the RFP criteria.

e. At least 30 days prior to the date established for the submission of proposals, the County shall advise in writing each offeror which sought prequalification whether that offeror has been prequalified. Prequalified offerors that are not selected for the short list shall likewise be provided the reasons for such decision. In the event that an offeror is denied prequalification, the written notification to such offeror shall state the reasons for such denial of prequalification and the factual basis of such reasons.

#### **7-5.1.2. Selection of Design Build Contractor (STEP II):**

a. The County shall send an RFP to the design build offerors on the short list for the project and request formal proposals from them. The criteria for award shall be included in the RFP.

b. Sealed Technical Proposals as described in the RFP shall be submitted to the Committee. Separately-sealed Cost Proposals shall be submitted to the County's Virginia Construction Contracting Officer ("VCCO"), and shall be secured by and kept sealed until evaluation of the Technical Proposals and the design adjustments are completed.

c. The Committee will evaluate the Technical Proposals based on the criteria contained in the RFP. It will inform each D-B offeror of any adjustments necessary to make its Technical Proposal fully comply with the requirements of the RFP. In addition, the County may require that offerors make design adjustments necessary to incorporate project improvements and/or additional detailed information identified by the Committee during design development.

d. Based on the adjustments made to the Technical Proposals, the offeror may amend its Cost Proposal. In addition, an offeror may submit cost modifications to its original sealed Cost Proposal which are not based upon revisions to the Technical Proposals.

e. The Committee shall evaluate (and rank if technical rankings are to be considered as a criteria for award) the technical proposals. 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 after approval of the purchasing agent. Otherwise, the County shall open the cost proposals and apply the criteria for award as specified in the RFP and approved by the purchasing agent.

f. The Committee shall make its recommendation for the selection of a design build contractor to the County head based on its evaluations of the technical and cost proposals and all

amendments thereto. The contract shall be awarded to the offeror who is fully qualified and has been determined to have provided the best value in response to the Request for Proposal.

g. The County shall notify the Board of Supervisors and the County's Purchasing Agent of its selection of the Design build contractor and shall request authority to award a contract by processing the notice of award and providing supporting documents, to the purchasing division via e-mail.

h. The County will notify all offerors who submitted proposals which offeror was selected for the project. In the alternative, the County may notify all offerors who submitted proposals of the County's intent to award the contract to a particular offeror at any time after the County head has selected the Design build contractor. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one offeror.

i. Upon request, documentation of the process used for the final selection shall be made available to the unsuccessful proposers.

## **7-6. Basis of Award**

**7-6.1.** The basis of the award of the contract shall be in accordance with Virginia Code § 2.2-4308(B) and the criteria for the award shall be submitted to the Purchasing Agent, in advance, for approval. It is noted that cost is a critical component of the selection process. Guidance on methods for award can be found in the Construction and Professional Services Manual (2012 Edition, as amended) Section 7.30.1.

## Appendix 1

# 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, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Job Order Contracting”, “Multiphase Professional Services

Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and “Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:

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

issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.

- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- m. Request for Proposal (also referred to herein as a “RFP”): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
- n. Small Purchasing Procedures: The County’s Small Purchasing Procedures, being Chapter 4 of the County’s Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.
- o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. “Solicitation” includes any notification of the County requirements may consist of public advertising (newspaper, County’s website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes (“IFQ”), Initiations to Bid (“IFB”), or Requests for Proposal (“RFP”), the public posting of notices, issuance of an Open Market Procurement (“OMP”), or telephone calls to prospective Bidders or Offerors.
- p. State: The Commonwealth of Virginia.

### 3. **AUTHORITY**

- a. 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”).

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

### **CONDITIONS OF BIDDING**

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

specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.

7. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS.** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.
8. **LATE BIDS & MODIFICATION OF BIDS.** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:
  - a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
  - b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
  - c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
  - d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.
9. **WITHDRAWAL OF BIDS**
  - a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor

or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

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

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
  - (1) Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
  - (2) 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.
    - (1) 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;
    - (2) Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
    - (3) Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
    - (4) Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.
62. **PRICE REDUCTIONS.** If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was

used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. **FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION.** The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

63. **COMPLIANCE WITH IMMIGRATION LAW.** Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies. the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
64. **VIRGINIA STATE CORPORATION COMMISSION.** Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.
65. **CLAIMS PROCEDURE**
  - a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
  - b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after

completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.

- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.
  - d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
  - e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
  - f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
  - g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.
66. **NOTICES.** All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

## **DELIVERY**

67. **SHIPPING INSTRUCTIONS-CONSIGNMENT.** Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number,

name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8.00 a.m. – 3.00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

68. **RESPONSIBILITY FOR SUPPLIES TENDERED.** The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.
69. **INSPECTIONS.** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
70. **COMPLIANCE.** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
71. **POINT OF DESTINATION.** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the

purchase order or Solicitation, as applicable.

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

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

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

## FLUVANNA COUNTY BOARD OF SUPERVISORS

### AGENDA ITEM STAFF REPORT

<b>Meeting Date:</b>	August 17, 2016				
<b>AGENDA TITLE:</b>	FY16 Social Service Carry-Over Request for Facility Upgrades				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve to carry-over \$22,862 from the FY16 Social Services budget to the FY17 Social Services budget to fund facility upgrades.</b>				
<b>TIED TO STRATEGIC INITIATIVES?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
<b>STAFF CONTACT(S):</b>	Wayne Stephens, Public Works Director / County Engineer				
<b>PRESENTER(S):</b>	Wayne Stephens, Public Works Director / County Engineer				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Current				
<b>DISCUSSION:</b>	Based on Public Works estimates, Social Services requests a total carryover amount of \$22,862 for needed facility upgrades.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>					
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		XX			XX



## FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

<b>Meeting Date:</b>	August 17, 2016				
<b>AGENDA TITLE:</b>	VDOT Secondary Street Acceptance Request—The Villages at Nahor				
<b>MOTION(s):</b>	<b>I move the Fluvanna County Board of Supervisors adopt the resolution entitled “A Resolution to Take Streets in the Villages at Nahor Subdivision into the Secondary System of Highways in Fluvanna County, Virginia.”</b>				
<b>TIED TO STRATEGIC INITIATIVES?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>XX</b>	
<b>STAFF CONTACT(S):</b>	Kelly Belanger Harris, Clerk to the Board				
<b>PRESENTER(S):</b>	Jason Stewart, Planning and Zoning Administrator				
<b>RECOMMENDATION:</b>	Adoption of the Resolution				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	N/A				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>					
<b>ENCLOSURES:</b>	Resolution, VDOT Form AM-4.3				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other



By resolution of the governing body adopted August 17, 2016

*The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes in the secondary system of state highways.*

A Copy Testee

Signed (County Official): \_\_\_\_\_

## Report of Changes in the Secondary System of State Highways

### **Project/Subdivision Nahor Village**

#### **Type Change to the Secondary System of State Highways:**

#### **Addition**

The following additions to the Secondary System of State Highways, pursuant to the statutory provision or provisions cited, are hereby requested; the right of way for which, including additional easements for cuts, fills and drainage, as required, is hereby guaranteed:

Reason for Change: New subdivision street

Pursuant to Code of Virginia Statute: §33.2-705

#### **Street Name and/or Route Number**

#### **◆ Village Blvd, State Route Number 1056**

Old Route Number: 0

● From: Rte 53

To: north to end State Maintenance, a distance of: 0.23 miles.

Recordation Reference: DB 731, pg 332-391

Right of Way width (feet) = 0



## **BOARD OF SUPERVISORS**

County of Fluvanna

Palmyra, Virginia

### **RESOLUTION No. 28-2016**

#### **A Resolution to Take Streets in the Nahor Village Subdivision into the Secondary System of Highways in Fluvanna County, Virginia**

At a regular meeting of the Board of Supervisors of Fluvanna County held in the Fluvanna County Courts Building at 7:00 PM on Wednesday, August 17, 2016, at which the following members were present, the following resolution was adopted by a majority of all members of the Board of Supervisors, the vote being recorded in the minutes of the meeting as shown below:

**WHEREAS**, the eligible streets described on the attached VDOT AM-4.3 form, fully incorporated herein by reference, are shown on plats recorded in the clerk's office of the Circuit Court of Fluvanna County; and

**WHEREAS**, the streets described in the Nahor Village subdivision have been developed in Fluvanna County and the developer has constructed the streets in accordance with the plans submitted to and approved by the Virginia Department of Transportation and the streets have been inspected by the Office of the Land Development Engineer and found to be acceptable in the State Highway System; and

**NOW, THEREFORE BE IT RESOLVED**, on this 17<sup>th</sup> day of August, 2016, that the Fluvanna County Board of Supervisors hereby requests that the Virginia Department of Transportation add the described roads listed on the attached VDOT AM-4.3 form to the Secondary System of State Highways of Fluvanna County pursuant to Section 33.2-705 of the Code of Virginia, as amended, and the Subdivision Street Requirements; and

**BE IT FURTHER RESOLVED**, that the Fluvanna County Board of Supervisors guarantees a clear and unrestricted right-of-way, and any necessary easements for cuts, fills, and drainage; and

**BE IT YET FURTHER RESOLVED** that a certified copy of this resolution be forwarded to the Land Development Engineer for the Virginia Department of Transportation.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 17<sup>th</sup> day of August, 2016 on a motion by **Mr. Weaver**, seconded by **Mrs. Booker**, and by the following vote:

**AYES:** Sheridan, Booker, Eager, O'Brien, & Weaver    **NAYS:** None    **ABSENT:** None

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John M. Sheridan, Chair  
Board of Supervisors  
Fluvanna County, Virginia

## FLUVANNA COUNTY BOARD OF SUPERVISORS

### AGENDA ITEM STAFF REPORT

<b>MEETING DATE:</b>	August 17, 2016																
<b>AGENDA TITLE:</b>	FY17 County Administrator Salary Increase																
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve a base salary increase of \$3,000 for Mr. Steven M. Nichols, the County Administrator, effective November 13, 2016, with the total salary and benefits amount of \$3,526.10 to be transferred from FY17 BOS Contingency to the FY17 County Administration budget.</b>																
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>														
		X															
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other												
				<b>X</b>													
<b>STAFF CONTACT(S):</b>	Gail Parrish, Human Resource Manager																
<b>PRESENTER(S):</b>	Gail Parrish, Human Resource Manager																
<b>RECOMMENDATION:</b>	Approval																
<b>TIMING:</b>	Effective November 13, 2016 (First December 2016 payroll) based on BOS approved FY17 Pay Plan																
<b>DISCUSSION:</b>	Salary increase as approved by the Board during the County Administrator's Annual Performance Review process.																
<b>FISCAL IMPACT:</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Salary</td> <td style="text-align: right;">\$3,000.00</td> </tr> <tr> <td>FICA</td> <td style="text-align: right;">\$ 229.50</td> </tr> <tr> <td>VRS</td> <td style="text-align: right;">\$ 250.50</td> </tr> <tr> <td>VRS HRIC</td> <td style="text-align: right;">\$ 6.60</td> </tr> <tr> <td>Group Life</td> <td style="text-align: right;">\$ 39.50</td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$3,526.10</b></td> </tr> </table>					Salary	\$3,000.00	FICA	\$ 229.50	VRS	\$ 250.50	VRS HRIC	\$ 6.60	Group Life	\$ 39.50	<b>TOTAL</b>	<b>\$3,526.10</b>
Salary	\$3,000.00																
FICA	\$ 229.50																
VRS	\$ 250.50																
VRS HRIC	\$ 6.60																
Group Life	\$ 39.50																
<b>TOTAL</b>	<b>\$3,526.10</b>																
<b>POLICY IMPACT:</b>	N/A																
<b>LEGISLATIVE HISTORY:</b>	N/A																
<b>ENCLOSURES:</b>	N/A																
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other												
				<b>X</b>													



## FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

<b>MEETING DATE:</b>	August 17, 2016				
<b>AGENDA TITLE:</b>	FY16 Four-For-Life Supplemental Appropriation				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the supplemental appropriation of \$2,078.72 to the FY16 Four-For-Life pass-through funding</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Martin Brookhart, Management Analyst				
<b>PRESENTER(S):</b>	Martin Brookhart, Management Analyst				
<b>RECOMMENDATION:</b>	I recommend approval of the motion as stated above.				
<b>TIMING:</b>	Effective June 30, 2016				
<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>• This funding is legislated by the Code of Virginia § 46.2-694 which stipulates that an additional \$4 per year is charged and collected at the time of vehicle registration and set aside as a special fund to be used only for EMS purposes.</li> <li>• A percentage of the funds collected is allocated to a "Return to Locality" fund to provide local support for EMS training and equipment purchases.</li> <li>• The Commonwealth sends this funding to the County as a direct pass through to the Rescue Squads.</li> <li>• For FY16, the funding amount is \$26,668.72 which is \$2,078.72 over the budgeted amount of \$24,590.</li> </ul>				
<b>FISCAL IMPACT:</b>	This supplemental appropriation would authorize staff to appropriate the additional revenue and expense. There is no local match required for these funds.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Award letter from the Commonwealth of Virginia				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		X			





## COMMONWEALTH OF VIRGINIA

Marissa J. Levine, MD, MPH, FAAFP  
State Health Commissioner

Gary R. Brown  
Director

P. Scott Winston  
Assistant Director

Department of Health  
Office of Emergency Medical Services  
1041 Technology Park Drive  
Glen Allen, VA 23059-4500

1-800-523-6019 (VA only)  
804-888-9100 (Main Office)  
804-888-9120 (Training Office)  
FAX: 804-371-3108

May 10, 2016

FLUVANNA COUNTY TREASURER  
POST OFFICE BOX 299  
ROUTE 15, SOUTH  
PALMYRA VA 22963

Dear City/County Administrator:

**IMMEDIATE ATTENTION REQUIRED**  
**Please return this report within 30 days**

Your locality will be receiving the Fiscal Year 2016 "Four-For-Life" payment for Emergency Medical Services (EMS) in the amount of **\$26,668.72**. *These funds are for the collection period March 1, 2015 through February 28, 2016.*

Guidelines for the use of these funds are attached and are available on our website:

[http://www.vdh.virginia.gov/OEMS/Files\\_Page/Locality\\_Resources/FourForLifeGuidelines.pdf](http://www.vdh.virginia.gov/OEMS/Files_Page/Locality_Resources/FourForLifeGuidelines.pdf). Prior to distribution of these funds to the local government, this office must receive your Report of Expenditures on last year's distribution. The total amount that must be reported for last year's distribution is annotated on the enclosed report.

The Four-For-Life program, as amended in 2000, stipulates that four additional dollars be charged and collected at the time of registration of each passenger vehicle, pickup and panel truck. The funds collected, pursuant to Section 46.2-694, Code of Virginia, shall be used only for emergency medical services. The law further states that the Department of Health shall return twenty-six percent (26%) of the registration fees collected to the locality wherein such vehicle is registered to provide funding for:

**VDH** VIRGINIA  
DEPARTMENT  
OF HEALTH  
*Protecting You and Your Environment*  
[www.vdh.virginia.gov/oems](http://www.vdh.virginia.gov/oems)

- (1) Training of volunteer or salaried emergency medical service personnel of licensed, nonprofit emergency medical service agencies; or
- (2) The purchase of necessary equipment and supplies for licensed, nonprofit emergency medical service agencies.

It is important to recognize two clauses in the Four-For-Life legislation: (1) non-supplanting funds and (2) failure to report the use of funds by any local governing body will result in funds being retained. The Assistant Attorney General, at our request has offered the following interpretation for use of the funds. "Any funds received from Section 46.2-694 by a non-state agency cannot be used to match any other funds derived from Section 46.2-694 by that same non-state agency" Simply put, funds returned to localities cannot be used as the matching share of any grants offered using Four-For-Life funds.

*"Each local governing body shall report to the Board of Health on the use of **Four-For-Life** funds, which were returned to it. In any case in which the local governing body grants the funds to a regional emergency medical council to be distributed the licensed, nonprofit emergency medical and rescue services, the local governing body shall remain responsible for the proper use of the funds. If, at the end of any fiscal year, a report on the use of **Four-For-Life** funds for that year has not been received from a local governing body, any funds due to that local governing body for the next fiscal year shall be retained until such time as the report has been submitted to the Board."*

If you have any questions or need additional information, please do not hesitate to contact Kim Barton, OEMS Accountant, at (804) 888-9100.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis J. Molnar". The signature is fluid and cursive, with a large loop at the end.

Dennis J. Molnar  
Business Manager

Encl.:

Guidelines for Expenditures of EMS Funds  
Four-For-Life Report of Expenditures Form

## FLUVANNA COUNTY BOARD OF SUPERVISORS

### AGENDA ITEM STAFF REPORT

<b>MEETING DATE:</b>	August 17, 2016				
<b>AGENDA TITLE:</b>	Virginia Information Technologies Agency FY'18 E-911 PSAP Education Program grant award.				
<b>MOTION(s):</b>	<p>1) I move to authorize submission of the Virginia Information Technologies Agency (VITA) FY'18 E-911 PSAP Education Program grant application and if awarded, accept an award in the amount of \$2,000 to fund educational training for the Sheriff's Office E911 Center staff.</p> <p>2) Further, I move to authorize the County Administrator to execute contracts and agreements associated with this grant, subject as to form by the County Attorney; and authorize a supplemental appropriation for the FY'18 E 9-1-1 in the amount of \$2,000 to revenue and expenditure accounts assigned by Finance.</p>				
<b>STRATEGIC INITIATIVE?</b>	Yes X	No	<b>If yes, list initiative(s):</b>	Strategic Initiative E1	
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda X	Other
<b>STAFF CONTACT(S):</b>	Andrea Gaines, Sheriff's Office Staff; Sheriff Eric B. Hess, Sheriff				
<b>PRESENTER(S):</b>	Andrea Gaines, Sheriff's Office Staff; Sheriff Eric B. Hess, Sheriff				
<b>RECOMMENDATION:</b>	Ratify and accept the Virginia Information Technologies Agency FY'18 E-911 PSAP Education Program grant.				
<b>TIMING:</b>	Routine.				
<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>Grant funds will be used for education/training that is specific to 9-1-1 public safety communications.</li> <li>Grant funds may include conferences and/or coursework.</li> </ul>				
<b>FISCAL IMPACT:</b>	<ul style="list-style-type: none"> <li>State grant award of \$2,000.</li> <li>This state grant award is to be used by the E-911 Center for lodging, registration, and meal costs associated with training for E-911 staff.</li> <li>Award period: July 1, 2017 to June 30, 2018.</li> <li>No additional match funding is required.</li> <li>No extensions are allowed.</li> </ul>				
<b>POLICY IMPACT:</b>	Training will enhance the skill set of the E-911 staff.				
<b>LEGISLATIVE HISTORY:</b>	This grant was previously awarded to the E-911 Center in FY'13, FY'14, FY'15, FY'16, and FY'17.				
<b>ENCLOSURES:</b>	None.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other



## FLUVANNA COUNTY BOARD OF SUPERVISORS

### AGENDA ITEM STAFF REPORT

<b>MEETING DATE:</b>	August 17, 2016				
<b>AGENDA TITLE:</b>	The Virginia Information Technologies Agency FY'18 E-911 PSAP Grant				
<b>MOTION(s):</b>	<p>1.) I move to authorize submission of the E-911 PSAP Grant Program application to the Virginia E-911 Services Board and if awarded, accept an award in the amount of up to \$150,000 to fund the purchase of E-911 - related equipment.</p> <p>2.) Further, I move to authorize the County Administrator to execute contracts and agreements associated with this grant, subject as to form by the County Attorney; and authorize a supplemental appropriation for the FY'18 E 9-1-1 in the amount of up to \$150,000 to revenue and expenditure accounts assigned by Finance.</p>				
<b>STRATEGIC INITIATIVE?</b>	Yes X	No	<b>If yes, list initiative(s):</b>	Strategic Initiative C8	
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Andrea Gaines, Sheriff's Office Staff; Sheriff Eric B. Hess, Sheriff				
<b>PRESENTER(S):</b>	Andrea Gaines, Sheriff's Office Staff; Sheriff Eric B. Hess, Sheriff				
<b>RECOMMENDATION:</b>	Ratify and accept the Virginia Information Technologies Agency FY'18 E-911 PSAP Grant.				
<b>TIMING:</b>	Routine.				
<b>DISCUSSION:</b>	Grant funds will be used to replace/purchase equipment related to E-911.				
<b>FISCAL IMPACT:</b>	<ul style="list-style-type: none"> <li>•State grant award of up to \$150,000.</li> <li>•This state grant award is to be used to purchase outdated and/or new equipment for the E-911 Center.</li> <li>•Award period: July 1, 2017 to June 30, 2018.</li> <li>•No additional match funding is required.</li> <li>•No extensions are allowed.</li> </ul>				
<b>POLICY IMPACT:</b>	Replacing and/or updating additional equipment within the E-911 Center will support the strategic goals for emergency response service to the public and continuously meet the public expectations. While the E-911 center has not finalized a project for grant submission, if awarded, the funds would be dedicated to the continuous upgrades needed for the center.				
<b>LEGISLATIVE HISTORY:</b>	This grant was previously awarded to the E-911 Center in FY'13, FY'14, FY'15, and FY'16.				
<b>ENCLOSURES:</b>	None.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other



## FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

<b>Meeting Date:</b>	August 17, 2016				
<b>AGENDA TITLE:</b>	GO Virginia Support Resolution				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve a resolution entitled, "RESOLUTION OF SUPPORT VIRGINIA INITIATIVE FOR GROWTH &amp; OPPORTUNITY GO VIRGINIA."</b>				
<b>TIED TO STRATEGIC INITIATIVES?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
<b>STAFF CONTACT(S):</b>	Steven M. Nichols, County Administrator				
<b>PRESENTER(S):</b>	Steven M. Nichols, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Current				
<b>DISCUSSION:</b>	See attached resolution				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Support Resolution				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other





## BOARD OF SUPERVISORS

County of Fluvanna  
Palmyra, Virginia

### RESOLUTION No. 27-2016

#### RESOLUTION OF SUPPORT

#### VIRGINIA INITIATIVE FOR GROWTH & OPPORTUNITY GO VIRGINIA

**WHEREAS**, the Virginia Initiative for Growth and Opportunity (GO Virginia) was initiated to encourage collaboration on private-sector growth and job creation by business, education, and government in each region; and

**WHEREAS**, the GO Virginia coalition's work is guided by three main points: (1) Virginia urgently needs strong private-sector growth; (2) Growth in Virginia's diverse regions requires collaboration; and (3) State government must be a catalyst and partner; and

**WHEREAS**, GO Virginia supports a voluntary, incentive-based approach as the best way to encourage regional cooperation on private-sector growth; and

**WHEREAS**, the General Assembly has approved \$35.95 million for GO! Grants, enacted legislation effective on July 1, 2016 and directed that guidelines be developed to implement the legislation by October 15, 2016; and

**WHEREAS**, as a regional economic development organization, the Central Virginia Partnership for Economic Development's main focus – fostering collaboration to promote economic growth and job creation in the region – aligns exactly with the GO Virginia initiative; and

**WHEREAS**, the Partnership has led a successful collaboration of public, private and educational stakeholders for two decades and is uniquely positioned to foster the regional cooperation required to successfully execute GO Virginia; and

**WHEREAS**, Fluvanna County agrees that the success and sustainability of Virginia's economic future depends on strong private-sector growth and supports state policies that encourage business, education, and local government to work together to create jobs and achieve shared economic development goals; and

**WHEREAS**, it is anticipated that Planning Districts 9 and 10 will be combined to serve as a single region for the GO Virginia program and both Planning District Commission Directors have agreed to be integrally involved in supporting the Partnership in this endeavor;

**NOW, THEREFORE BE IT RESOLVED**, on this 17th day of August, 2016, that the Fluvanna County Board of Supervisors supports the GO Virginia initiative to strengthen Virginia's economy in each region and, in the event that Planning Districts 9 and 10 are combined to serve as one of the defined regions for implementation of GO Virginia, supports the Central Virginia Partnership for Economic Development as the lead organization for GO Virginia in our region.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 17<sup>th</sup> day of August, 2016, on a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and by the following vote:

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

NAYS: None

ABSENT: None.

\_\_\_\_\_  
John M. Sheridan, Chair  
Fluvanna County Board of Supervisors

## FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

**Meeting Date:** August 17, 2016

<b>AGENDA TITLE:</b>	Economic Development and Tourism Advisory Council (EDTAC) Bylaws				
<b>MOTION(s):</b>	<b>I move that the Board of Supervisors approve the proposed bylaws for the Economic Development and Tourism Advisory Council (EDTAC) to be effective immediately.</b>				
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		<b>X</b>			
<b>STAFF CONTACT(S):</b>	Jason Smith - Community & Economic Development Director				
<b>PRESENTER(S):</b>	Jason Smith				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Immediately				
<b>DISCUSSION:</b>	The purpose of EDTAC is to advise, assist and support along with advocate for suitable economic development and tourism policies, programs and activities.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	EDTAC bylaws.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other





## **BYLAWS**

### **Fluvanna County Economic Development and Tourism Advisory Council (EDTAC)**

**Approved  
By BOS:  
TBD**

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#### **ARTICLE 1 - PURPOSE**

Pursuant to the Economic Development and Tourism Advisory Council (EDTAC) Charter, approved by the Board of Supervisors (BOS) on May 4, 2016, these Bylaws establish the operation and management of the EDTAC.

#### **ARTICLE 2 – OBJECTIVES**

- 2-1. Advise, assist, support, and advocate for suitable economic development and tourism policies, programs, and activities.
- 2-2. Help maintain a County-wide perspective in support of a diversified economy, employment creation, higher paying jobs, and an expanded revenue base for local government services, while preserving and protecting the County's rural and agricultural character, heritage and cultural resources, and tourism opportunities.
- 2-3. Enhance communication with the business community and support business retention, expansion, and community marketing.
- 2-4. Assist in reducing barriers to business development and in maintaining a supportive business environment.
- 2-5. Identify potential resources and partnerships to support economic development, including with public and private organizations involved in economic and tourism development.
- 2-6. Identify regional economic development and tourism collaboration opportunities.
- 2-7. Assist in developing tourism promotions and marketing efforts.
- 2-8. Identify ways to increase the number of special events and revenue producing activities at Pleasant Grove Park and at other venues in the County.
- 2-9. Review other business and tourism related matters and issues referred to the EDTAC for study.

#### **ARTICLE 3 – MEMBERSHIP AND OFFICERS**

- 3-1. Membership will be as specified in the EDTAC Charter. Officers will be selected and serve terms as specified in the EDTAC Charter.

#### **ARTICLE 4 – DUTIES OF OFFICERS**

4-1. The Chair shall:

- Preside at all meetings.
- Coordinate with all stakeholders.
- Appoint committees, special and/or standing, and liaisons.
- Rule on all procedural questions (subject to a reversal by a two-thirds (2/3) majority vote of the members present).
- Be informed of any official communication and report at the next regular meeting.
- Represent the EDTAC before the Board of Supervisors and other public bodies except when this responsibility has been delegated to an appropriate official or member of the EDTAC.
- Carry out other duties as assigned by the EDTAC.

4-2. The Vice Chair shall:

- Act in the absence or inability of the Chair to act.
- Have the powers to function in the same capacity as the Chair in cases of the Chair's inability to act.

4-3. The Secretary shall:

- Keep a written record of all business transacted by the EDTAC.
- Attend to the correspondence of the EDTAC.

#### **ARTICLE 5 – STANDING AND SPECIAL COMMITTEES**

5-1. Standing and Special Committees may be appointed as needed by the Chair.

5-2. Special Committees shall consist of no fewer than two (2) EDTAC members and may include non EDTAC members.

5-3. All committee reports written or oral are considered a permanent record of the EDTAC.

#### **ARTICLE 6 - MEETINGS**

6-1. EDTAC meetings shall occur on the second Monday of each month at 6:00 pm.

6-2. Special meetings may be called by the Chair with the consent of a majority of members, and with 72-hour notice to all members.

6-3. A majority of the membership of the EDTAC shall constitute a quorum.

6-4. Decisions will commonly be made by consensus. A formal vote shall be taken when a decision is required for policy recommendations and action items, or if the decision requires referral to the Board of Supervisors for formal approval.

6-5. Informal discussions at meetings that lack a quorum shall not include decisional actions.

6-6. EDTAC meetings shall be open to the public, except when the EDTAC goes into Executive (closed) Session under the provisions of the Virginia Freedom of Information Act, Chapter 21, Code of Virginia, and amendments thereto, are applicable and adhered to.

6-7. Parliamentary procedure in EDTAC meetings shall be governed by the Roberts Rules of Order.

6-8. Meetings shall conform to a published agenda and may be amended. Minutes shall be taken at all meetings. Typical agendas shall include:

- Call to order, confirmation of attendance and quorum (as appropriate)
- Approval of minutes of prior meeting(s)
- Committee reports
- Old Business
- New Business
- Public Comment
- Member comments/announcements
- Adjournment

#### **ARTICLE 7 - OPERATION**

7-1. Provide reports to the BOS at such time and in such format as requested by the BOS or suggested by the EDTAC.

7-2. EDTAC reports and action recommendations will be submitted in writing via County staff to the County Administrator for consideration by the Board of Supervisors on a regular meeting agenda. Documentation will include background information and justification for any recommended actions.

#### **ARTICLE 8- AMENDMENT TO BYLAWS**

8-1. These by-laws may be changed by a recorded two-thirds (2/3) vote of the entire Membership.

8-2. The EDTAC may temporarily suspend any of these rules by a recorded two-thirds (2/3) vote of the membership present.

8-3. If approved by the EDTAC, the proposed change(s) shall be sent to the County Administrator and the BOS for consideration.

8-4. If approved by the BOS, the change(s) shall be incorporated into these bylaws.

#### **APPROVED BY:**

Chair, EDTAC	Date	Chair, Board of Supervisors	Date

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# COUNTY OF FLUVANNA

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*"Responsive & Responsible Government"*

2016-08-17 p. 361/362  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
[www.fluvannacounty.org](http://www.fluvannacounty.org)

## MEMORANDUM

**Date:** August 17, 2016  
**From:** Martin Brookhart – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY17 Capital Reserve Balances

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The FY17 Capital Reserve account balances are as follows:

### County Capital Reserve:

FY16 Carryover	\$14,370
<b>FY17 Beginning Budget:</b>	<b>\$200,000</b>
Plus: FY15 & FY16 Projects Completed Under Budget	\$50,323
<b>Available:</b>	<b>\$264,693</b>

### Schools Capital Reserve:

FY16 Carryover	\$193,243
<b>FY17 Beginning Budget:</b>	<b>\$100,000</b>
Plus: FY15 & FY16 Projects Completed Under Budget	\$48,168
Less: FCHS Equipment Shed Replacement 8.3.16	-\$5,400
Less: FCPS Floor Scrubber Replacement 8.3.16	-\$11,300
<b>Available:</b>	<b>\$324,711</b>

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# COUNTY OF FLUVANNA

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*“Responsive & Responsible Government”*

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P.O. Box 540  
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## MEMORANDUM

**Date:** August 17, 2016  
**From:** Martin Brookhart – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY17 BOS Contingency Balance

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The FY17 BOS Contingency line balance is as follows:

<b>Beginning Budget:</b>	<b>\$150,000.00</b>
<b>Available:</b>	<b>\$150,000.00</b>