



# FLUVANNA COUNTY BOARD OF SUPERVISORS

## MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

August 2, 2017 - 4:00 pm

### TAB AGENDA ITEMS

#### 1 – CALL TO ORDER

#### 2 – PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

#### 3 – ADOPTION OF AGENDA

#### SPECIAL PRESENTATION

Presentation of Certificate of Commendation, John Thompson

#### 4 – COUNTY ADMINISTRATOR'S REPORT

#### 5 – PUBLIC COMMENTS #1 (5 minutes each)

#### 6 – PUBLIC HEARING

None

#### 7 – ACTION MATTERS

- A Request to Advertise for Public Hearing - FCSS Food Bank Lease – Steve Nichols, County Administrator
- B Quitclaim and Release Agreement with Fluvanna Christian Services Society, Inc. (FCSS), – Steve Nichols, County Administrator
- C Board of Supervisor's Meeting Date Change – Steve Nichols, County Administrator
- D FY19 Budget Calendar – Marty Brookhart, Management Analyst

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

- E VDOT Quarterly Report—Alan Saunders, VDOT Resident Engineer, Louisa Residency
- F Strategic Initiatives Update—Mary Anna Twisdale, Financial Services Specialist

#### 9 – CONSENT AGENDA

- G Minutes of the July 5, 2017 Meeting—Kelly Belanger Harris, Clerk to the Board
- H Additional Stipend for Double Duty – Sheriff's Office—Eric B. Hess, Sheriff
- I FY17 Commonwealth's Attorney Supplemental Appropriation - Temporary Intern – Martin Brookhart, Management Analyst
- J FY18 Library State Aid Supplemental Appropriation – Martin Brookhart, Management Analyst
- K FY17 Commonwealth's Attorney's Victim-Witness Grant Supplemental Appropriation – Martin Brookhart, Management Analyst
- L MOU for sharing Charlottesville-UVA-Albemarle Public Safety Frequencies – Cheryl Elliott, Emergency Services Coordinator
- M Closed Landfill Gas Monitoring—Cyndi Toler, Purchasing Officer
- N Closed Landfill Groundwater Monitoring Program—Cyndi Toler, Purchasing Officer

- O Closed Landfill Quarterly Site Inspections—Cyndi Toler, Purchasing Officer
- P CRMF Request - Unexpected repairs to Courts building Well/Water System—Wayne Stephens, Director of Public Works/County Engineer
- Q CRMF Request - Unexpected repairs to the Skid-Steer (Replacement of both drive tracks)—Wayne Stephens, Director of Public Works/County Engineer

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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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Acting County Administrator Review

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## PLEDGE OF ALLEGIANCE

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

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## ORDER

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

## PUBLIC HEARING RULES OF PROCEDURE

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





# COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

BOS Package 2017-08-02 p.5/115  
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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**

TAB A

<b>MEETING DATE:</b>	August 2, 2017					
<b>AGENDA TITLE:</b>	Advertisement of the Proposed Lease of Property for Food Bank Operations					
<b>MOTION(s):</b>	I move the Board of Supervisors ratify advertisement of a Public Hearing on August 16, 2017, of the proposed lease of County property to Fluvanna Christian Services Society (FCSS) for the purposes of supporting Food Bank operations in Fluvanna County.					
<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>	This lease allows FCSS to place shed-style structures on County property at the Carysbrook complex and use the Premises exclusively for the operation of a non-profit food pantry serving residents of Fluvanna County.					
<b>FISCAL IMPACT:</b>	Potential \$180.00 annual increase in revenue for lease of the county property.					
<b>POLICY IMPACT:</b>	N/A					
<b>LEGISLATIVE HISTORY:</b>	N/A					
<b>ENCLOSURES:</b>	Fluvanna County Notice of Public Hearing					
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other	
	XX					





**FLUVANNA COUNTY  
NOTICE OF PUBLIC HEARING**

On Wednesday, August 16, 2017, the Board of Supervisors of Fluvanna County, Virginia, will hold a public hearing on the proposed lease of County real property to Fluvanna Christian Service Society, Inc. ("FCSS"). The proposed lease concerns a portion of currently undeveloped land at the Carysbrook Recreation Center, which would be leased to FCSS for \$600 per year. The proposed lease would permit FCSS to construct shed-style buildings on that land for the purpose of operating a non-profit food pantry. FCSS has operated a food pantry from a different location at the Carysbrook Recreation Center since 1997.

The public hearing will be conducted at 7:00 p.m. in the Circuit Courtroom, Fluvanna County Courts Building, 132 Main Street, Palmyra, Virginia. Interested persons may appear at such time and place and present their views.

**Clerk to the Board of Supervisors  
of Fluvanna County, Virginia**

**TO BE PUBLISHED IN THE FLUVANNA REVIEW NO LATER THAN AUGUST 3, 2017 and  
AUGUST 10, 2017**



## GROUND SPACE LEASE

THIS GROUND SPACE LEASE, ("Lease") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017, in accordance with Virginia Code Section 15.2-1800, by and between the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, ("Lessor"), whose address is P.O. Box 540, Palmyra, Virginia 22963, and FLUVANNA CHRISTIAN SERVICE SOCIETY, INC., a not-for-profit corporation organized under the laws of the Commonwealth of Virginia, ("Lessee"), whose address is P.O. Box 411, Palmyra, Virginia 22963. The Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. **Premises.** Lessor is the owner of certain real property located in the County of Fluvanna, Virginia, hereinafter referred to as the "Premises," more particularly described as a portion of the Carysbrook Complex sufficient in size and dimensions to accommodate the improvements and appurtenant facilities described in Section 8 below in a lawful manner. The Premises shall be substantially as shown on **Exhibit A**, which is attached hereto and incorporated herein by reference, except as otherwise mutually agreed by Lessor and Lessee. The Premises shall include a non-exclusive right of ingress and egress from James Madison Highway to the Premises over the existing driveway or such other travelway(s) as Lessor may designate from time to time, a non-exclusive easement over the Premises for utility lines and related appurtenances reasonably necessary in connection with Lessee's occupation of the Premises and in such locations as agreed upon between the Lessor and Lessee, and non-exclusive and reasonable use of the parking lot immediately adjacent to the Premises and shown on **Exhibit A**. Lessor shall have the right to reconfigure or relocate the foregoing utilities and parking lot from time to time, at Lessor's expense and in Lessor's sole discretion.

2. **Demise of the Premises.** Lessor, in consideration of the terms, covenants, conditions and agreements set forth in this Lease, does hereby let and demise unto Lessee and Lessee does hereby take from the Lessor the Premises.

3. **Title to Premises.** The Lessor represents and warrants to the Lessee that it has the power and authority to execute this Lease and to carry out and perform all covenants to be performed by the Lessor under this Lease.

4. **Condition of Premises.** The Premises are vacant and undeveloped and are leased to the Lessee "as is" with all faults, without warranty or representation by Lessor as to condition or usefulness of the Premises for any purpose. The Lessee covenants and represents that it has inspected and is fully familiar with the condition of the Premises and accepts it "as is."

5. **Use of Premises.** Lessee shall use the Premises exclusively for the operation of a non-profit food pantry. Lessee shall not commit or permit any waste or nuisance in or about the Premises and shall not do anything that might create an unreasonable fire hazard on the Premises. Lessee shall not violate any applicable law regarding the use of the Premises. No other use may be made of the Premises without the prior written consent of Lessor, which may be granted or withheld in Lessor's sole discretion. Lessee shall be solely responsible for obtaining

any and all permits required for the construction and/or relocation of its improvements and conduct of its business.

6. **Term; Renewals.** This Lease begins at 12:01 A.M. on \_\_\_\_\_ 1, 2017 (the "Commencement Date"), and runs for a term of five (5) years until 12:00 A.M. on \_\_\_\_\_ 31, 2022. Thereafter, the Lease shall automatically be renewed for five (5) additional terms of five (5) years each until such time as either Party notifies the other that the Lease is not to be renewed, which notice must be given at least one hundred and twenty (120) days before the end of the then current term. At the commencement of any such renewal term or terms, Lessor and Lessee shall, by mutual agreement and on the basis of good faith and fair dealing, agree upon the rental fee for the Premises based upon the fair market rate of local rents then in effect for comparable premises and uses, if such data are available. The foregoing shall not be construed in any way to require either the Lessor or the Lessee to enter into such a renewal term or terms; and in no event shall this Lease be renewed if the Premises shall be required for any of the purposes provided in Virginia Code Section 15.2-1639.

7. **Rent; Water and Sewer; Late Payment and Returned Check Charges.** Lessee agrees to pay as rent \$180.00 per year. This rent shall be payable in equal monthly installments of \$15.00, or on such other terms of payment as may be acceptable to the Lessor. Such rent installments shall be paid by Lessee on the first day of each month to Lessor at the address provided above or at such other address as Lessor may designate from time to time. Rent for any period other than a full month shall be prorated based upon the number of days in the particular month. If any rent is not paid within five (5) days after it is due, Lessor may impose a charge of \$25.00 for late payment as additional rent. In addition to any applicable late fee, Lessee agrees to pay as additional rent a charge in the amount of \$50.00 for each check returned to Lessor for any reason other than lack of Lessor's endorsements, and for each electronic funds transfer rejected because of insufficient funds or a stop-payment order placed in bad faith. Lessee further agrees to pay any costs and damages incurred by Lessor as a result thereof, including, but not limited to, bank charges and returned check fees.

8. **Construction/Relocation of Improvements.** Lessee shall have the right to construct on the Premises two rectangular buildings, the first having exterior dimensions of approximately fourteen feet by thirty-six feet (14' x 36'), and the second having exterior dimensions of approximately fourteen feet by twenty feet (14' x 20'), together with a gravel walkway and gravel driveway, and to relocate a rectangular temporary building having exterior dimensions of approximately twelve feet by twenty-six feet (12' x 26'), all of which shall be situated generally as illustrated in **Exhibit A**, or as otherwise mutually agreed by the Parties. Nothing in this Lease shall be construed as County of Fluvanna approval of the construction/relocation of the foregoing improvements, or to require the issuance of any permit or governmental approval by the County of Fluvanna. Lessee shall cause all work to be performed free of liens, in a good and workmanlike manner, and in compliance with all applicable laws, ordinances, and permitting processes. Lessee shall not cause or permit any mechanics' or other liens or encumbrances to attach or remain against the Premises, any improvements thereon, or any of Lessor's property. If any such lien or notice of lien rights shall be filed, the Lessee shall immediately take such steps as may be necessary to have the affected property released from such lien, and shall permit no further work to be performed until such release has been accomplished.

9. **Ownership of Improvements.** All improvements and other appurtenances shall automatically become the property of the Lessor upon the expiration or earlier termination of this Lease, free and clear of any and all liens and encumbrances, and with no payment by the Lessor except as otherwise expressly provided in Section 10 below. The foregoing notwithstanding, Lessor may, at its sole option, within one hundred twenty (120) days following the expiration or earlier termination of this Lease, require that, at Lessee's sole expense, the Lessee remove any or all improvements and that Lessee restore the Premises or applicable portion thereof to substantially the same condition as existed prior to this Lease. The provisions of this Section 9 shall survive the expiration or earlier termination of this Lease.

10. **Options to Terminate.** Following the fifth (5<sup>th</sup>) anniversary of the Commencement Date, Lessor and Lessee shall each have the right to terminate this Lease at any time, without cause, by giving not less than one hundred twenty (120) days written notice to the other Party. The year commencing on the fifth (5<sup>th</sup>) anniversary of the Commencement Date is referred to hereinafter as "rental year six" and subsequent years are referred to similarly.

In the event Lessor exercises the option to terminate set forth in this Section 10 during rental years six (6) through twenty (20), then, to the extent that Lessor does not require Lessee to remove improvements in accordance with Section 9 above, Lessor shall pay Lessee an amount for the improvements to the Premises consistent with a twenty-year straight line depreciation from the Commencement Date based upon the original construction/relocation cost of the improvements. Lessor shall have no other obligation to pay Lessee with respect to Lessee's improvements to the Premises.

11. **Utilities; Site Maintenance.**

- (A) Except as otherwise provided in Section 11(B) below, Lessee shall be solely responsible for and shall pay for all charges of gas, water, sewer, electricity, light, heat, power, and telephone and any other communication or information service used, rendered or supplied upon or in connection with the Premises, including, but not limited to, the permits, connections charges, and installation of electric, telephone and other utility service for its operations, and shall indemnify the Lessor against any and all liability or damages on such account. Lessee shall make reasonable use of any utilities used by it.
- (B) Lessee shall be responsible for and pay all costs of connection to Lessor's existing water and sewer service in locations approved by Lessor, in Lessor's sole discretion. Lessee's water and sewer usage are included in the rent provided for in this Lease. In the event that Lessor notifies Lessee, or Lessee otherwise becomes aware, of excessive usage or any leak or other problem with Lessee's water or sewer connection, service, or usage, Lessee shall immediately make an inspection, shall report the results of its inspection within 72 hours of notification to Lessor's agent or designee, and shall make any and all necessary repairs within a reasonable period.
- (C) Lessee agrees to maintain the improvements constructed/relocated on the Premises in good repair and, subject to the provisions of Section 9 above, to deliver such improvements to the Lessor at the termination of this Lease in good repair, reasonable wear and tear excepted.

- (D) In addition to the repairs referenced in subparagraph (C) above, Lessee agrees to keep the interior of all buildings and exterior of the Premises in reasonably sanitary, neat and orderly condition, which shall include, without limitation, timely removal of accumulations of snow and ice, cleanup of trash and other debris and orderly storage of materials. No materials, equipment or item of any kind shall be leaned against or otherwise stored in contact with the exterior walls of the buildings or be stored outside of the buildings.

12. **Security; Access; Inspection.** Lessee shall maintain the Premises in a reasonably secure condition and shall be solely responsible for the security of the Premises. Lessor shall have access to the Premises at all reasonable times for the purpose of inspecting the same for compliance with this Lease. Lessor and any responsible utility provider shall further have access to the Premises for the purpose of installing, repairing, replacing and maintaining utility and/or service lines on or adjacent to the Premises at any time. Lessee shall furnish Lessor with the necessary keys for the purpose of ingress and egress to the Premises.

13. **Taxes.** Lessee shall pay any personal property, real estate, or other taxes, assessments, or charges levied against Lessee's leasehold, use of the Premises and/or the installation, maintenance, and operation of the Lessee's improvements.

14. **Compliance with Laws.** Lessee shall, at Lessee's sole cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agencies having jurisdiction over the Premises and Lessee's operations thereupon, including but not limited to obtaining any and all permits for construction of the improvements and operation of the Lessee's use.

15. **Indemnification.** Lessee shall indemnify and hold harmless Lessor against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of Lessee, its employees, contractors, or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Lessor, or its employees, contractors, or agents.

16. **Insurance.** Lessee agrees that at its own cost and expense, it shall continuously maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of \$1,000,000 per occurrence. Lessee shall include Lessor as an additional insured and provide Lessor with a certificate evidencing such insurance prior to the commencement of this Lease, upon each renewal or change in the insurance, and otherwise upon request by Lessor. Nothing contained in this Lease shall be deemed to be a waiver of sovereign immunity by the Lessor. Lessee acknowledges that Lessor is not an insurer of Lessee's property and Lessor shall maintain such all risk property insurance covering Lessee's fixtures, improvements, and personal property as Lessee deems appropriate for the protection of Lessee.

17. **Default.** If Lessor or Lessee fails to comply with any provisions of this Lease which the other Party claims to be a default hereof, the Party making such claim shall serve written notice of such default upon the defaulting Party and the defaulting Party shall be given thirty (30) days to cure such default. Said defaulting Party shall provide evidence that it is making a good faith effort to cure said default to the other Party upon request. Waiver of or

failure to take any action with respect to any default shall not constitute a waiver of any subsequent or other default or the same or a different provision of this Lease.

18. **Exclusive Venue; Attorney Fees and Expenses.** In the event of any litigation arising under this Lease, the Parties agree that the exclusive venue therefor shall be in the courts located in the County of Fluvanna, and that the non-prevailing Party shall, upon demand, reimburse the substantially prevailing Party for all costs and expenses arising therefrom from time to time, including reasonable attorneys' fees.

19. **Assignment; Sublease.** Lessee shall not transfer or assign its rights under this Lease or let or sublet, in whole or in part, the Premises or any portion thereof, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. No assignment or sublease shall relieve Lessee of any responsibilities under this Lease, unless Lessor specifically agrees to such release in writing.

20. **Signs.** With the prior written consent of Lessor, Lessee may place on the Premises appropriate signs for advertising the business or location of the non-profit food pantry. All such signs must comply with all requirements of applicable laws, ordinances and regulations. Lessee shall be solely responsible for obtaining any permits which may be required for any such sign. Upon the termination of this Lease, Lessee shall remove any sign erected or placed upon the Premises by Lessee, and Lessee shall repair any damage to the Premises caused by such attachment and/or removal.

21. **Partial Payments.** Acceptance by the Lessor of a partial payment of rent or other charges shall not be construed to waive any right of the Lessor or affect any notice or legal proceedings unless both parties agree otherwise in writing.

22. **Quiet Enjoyment.** Subject to the terms of this Lease, Lessor covenants that the Lessee shall have quiet possession and enjoyment of the Premises throughout the Lease Term, as long as the Lessee is not in default hereunder.

23. **Real Estate Agents.** Lessor and Lessee warrant that they have had no dealing with any real estate broker or agent in connection with the negotiation of this Lease and that they know of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. The Parties agree to assume responsibility for their own broker's fees, if any.

24. **Surrender of Premises.** Upon the termination of this Lease, Lessee shall surrender the Premises promptly in accordance with the terms of this Lease. Any failure of Lessee to surrender the Premises shall be considered a holding over creating a tenancy at will with Lessee continuing to have all applicable responsibilities under this Lease.

25. **Notices.** Any notice, demand or communication required or permitted hereby shall be deemed to be sufficient if in writing and delivered by certified mail, return receipt requested, or in person or by commercial delivery service to the Parties, respectively, at the addresses set forth above. Any Party may substitute another address by giving a notice in the manner required. Any Party may also provide an e-mail address or a facsimile number for the provision of any notice. Any notice given by mail shall be deemed to be received on the fifth

(5<sup>th</sup>) day after deposit postage prepaid in the United States mail, certified, return receipt requested. Any notice given by hand shall be deemed to be received when delivered. Notice by commercial delivery service, facsimile transmission or email shall be deemed to be received on the date shown on the receipt or certificate of delivery or report of transmission applicable to the method of delivery, provided that any notice delivered by facsimile transmission or email shall also be sent by United States first-class mail, postage prepaid.

26. **Survival.** The provisions of this Lease relating to indemnification by the Lessee shall survive any termination or expiration of this Lease. Additionally, any provisions of this Lease which require or contemplate performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.

27. **General Provisions.** This Lease contains the final and entire agreement between the parties hereto, superseding any and all prior agreements, representations or other matters preexisting between the parties regarding the subject matter hereof.

As appropriate to the context, the masculine shall include the feminine and neutral genders and vice versa, and the singular shall include the plural and vice versa. The headings contained in this Lease are inserted for convenience only and are not intended to be part of the Lease. They shall not affect or be utilized in the construction or interpretation of the Lease.

Any amendment or modification to this Lease is to be contained in a writing signed by the parties to this Lease. This Lease shall be binding upon and inure to the benefit of the parties to this Lease and their respective heirs, successors and assignees. This Lease shall be construed in accordance with the laws of the Commonwealth of Virginia and of the County of Fluvanna. In addition to allowing electronic signatures upon an electronic copy of this Lease, as provided by Virginia law, facsimile signatures upon any signature page shall be considered to be original signatures.

WITNESS the following duly authorized signatures.

LESSOR:  
COUNTY OF FLUVANNA,  
a political subdivision of the Commonwealth  
of Virginia

LESSEE:  
FLUVANNA CHRISTIAN SERVICE  
SOCIETY, INC., a not-for-profit  
corporation organized under the laws of the  
Commonwealth of Virginia

By: \_\_\_\_\_  
Steven M. Nichols, County Administrator

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_

APPROVED AS TO FORM:  
FLUVANNA COUNTY ATTORNEY

By: \_\_\_\_\_  
Frederick W. Payne, County Attorney



# Proposed Building Layout for FCSS Buildings at Carysbrook Complex





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

TAB B

<b>MEETING DATE:</b>	August 2, 2017				
<b>AGENDA TITLE:</b>	Quitclaim and Release for FCSS Building				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the QUITCLAIM AND RELEASE Agreement with Fluvanna Christian Services Society, Inc. (FCSS), for transfer of the listed structure and payment to FCSS in the amount of \$_____, with such funds to come from the FY18 BOS Contingency, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</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 had previously leased to FCSS certain real property located at the Carysbrook complex for FCSS's use in the operation of a non-profit food pantry (Exhibit A). FCSS made certain improvements and attached certain fixtures to the property, including a rectangular building having dimensions of approximately sixteen feet by twenty feet (16' x 20') (Exhibit B).</p> <p>The County and FCSS intend to terminate the Lease due to FCSS's relocation of the non-profit food pantry to a different site and the County desires to acquire the existing building for County use.</p> <p>In consideration, the County would agree to pay FCSS \$_____.</p>				
<b>FISCAL IMPACT:</b>	\$_____.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	QUITCLAIM AND RELEASE Exhibit A - FCSS Lease Exhibit B – Site Map with Building				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	XX				



## QUITCLAIM AND RELEASE

THIS QUITCLAIM AND RELEASE is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017, in accordance with Virginia Code Section 15.2-1800, by and between the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, (the "County"), whose address is P.O. Box 540, Palmyra, Virginia 22963, and FLUVANNA CHRISTIAN SERVICE SOCIETY, INC., a not-for-profit corporation organized under the laws of the Commonwealth of Virginia, ("FCSS"), whose address is P.O. Box 411, Palmyra, Virginia 22963. The Buyer and Seller are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS the County had previously leased to FCSS certain real property located in the County of Fluvanna, Virginia, hereinafter referred to as the "Land," for FCSS's use in the operation of a non-profit food pantry;

WHEREAS FCSS's leasehold interest in the Land was governed by a Ground Space Lease dated November 5, 1997, and hereinafter referred to as the "Lease" and attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS pursuant to the terms of the Lease, FCSS has made certain improvements and attached certain fixtures to the Land, including a rectangular building having dimensions of approximately sixteen feet by twenty feet (16' x 20'), hereinafter referred to as the "Building,"

WHEREAS the Parties intend to terminate the Lease due to FCSS's relocation of the non-profit food pantry to a different site;

THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. **Building.** The Building is a wood frame structure located in the County of Fluvanna, Virginia, on a portion of the Carysbook Recreation Center substantially as shown on **Exhibit B**, which is attached hereto and incorporated herein by reference.

2. **Quitclaim and Release.** As of the date of the termination of the Lease (the "Termination Date"), FCSS hereby quitclaims and releases any and all claims of title, ownership, interest, or right in the Building. FCSS represents and warrants that it has not assigned to another party any claim described in this paragraph.

3. **Consideration.** The County agrees to pay to FCSS \$\_\_\_\_\_, to be paid in a single installment within seven days of the Termination Date.

4. **Exclusive Venue; Attorney Fees and Expenses.** In the event of any litigation arising under this agreement, the Parties agree that the exclusive venue therefor shall be in the courts located in the County of Fluvanna, and that the non-prevailing Party shall, upon demand, reimburse the substantially prevailing Party for all costs and expenses arising therefrom from time to time, including reasonable attorneys' fees.

5. **Notices.** Any notice, demand or communication required or permitted hereby

shall be deemed to be sufficient if in writing and delivered by certified mail, return receipt requested, or in person or by commercial delivery service to the Parties, respectively, at the addresses set forth above. Any Party may substitute another address by giving a notice in the manner required. Any Party may also provide an e-mail address or a facsimile number for the provision of any notice. Any notice given by mail shall be deemed to be received on the fifth (5<sup>th</sup>) day after deposit postage prepaid in the United States mail, certified, return receipt requested. Any notice given by hand shall be deemed to be received when delivered. Notice by commercial delivery service, facsimile transmission or email shall be deemed to be received on the date shown on the receipt or certificate of delivery or report of transmission applicable to the method of delivery, provided that any notice delivered by facsimile transmission or email shall also be sent by United States first-class mail, postage prepaid.

6. **General Provisions.** This agreement is the final and entire agreement between the parties hereto, superseding any and all prior agreements, representations or other matters preexisting between the parties regarding the subject matter hereof.

As appropriate to the context, the masculine shall include the feminine and neutral genders and vice versa, and the singular shall include the plural and vice versa. The headings contained in this agreement are inserted for convenience only and are not intended to be part of the agreement. They shall not affect or be utilized in the construction or interpretation of this agreement.

Any amendment or modification to this agreement is to be contained in a writing signed by the Parties. This agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assignees. This agreement shall be construed in accordance with the laws of the Commonwealth of Virginia and of the County of Fluvanna. In addition to allowing electronic signatures upon an electronic copy of this agreement, as provided by Virginia law, facsimile signatures upon any signature page shall be considered to be original signatures.

WITNESS the following duly authorized signatures.

COUNTY OF FLUVANNA,  
a political subdivision of the Commonwealth  
of Virginia

FLUVANNA CHRISTIAN SERVICE  
SOCIETY, INC., a not-for-profit  
corporation organized under the laws of the  
Commonwealth of Virginia

By: \_\_\_\_\_  
Steven M. Nichols, County Administrator

By: \_\_\_\_\_  
Printed name and title: \_\_\_\_\_

APPROVED AS TO FORM:  
FLUVANNA COUNTY ATTORNEY

By: \_\_\_\_\_  
Frederick W. Payne, County Attorney



ORIGINAL

## GROUND SPACE LEASE

This Lease is made and entered into the 5<sup>th</sup> day of November 1997, in accordance with Virginia Code Section 15.1-261.1, by and between the BOARD OF SUPERVISORS OF FLUVANNA COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia, whose address is P. O. Box 299, Palmyra, Virginia 22963, hereinafter referred to as "Lessor" and FLUVANNA CHRISTIAN SERVICE SOCIETY, INC., a not-for-profit corporation organized under the laws of the Commonwealth of Virginia, whose address is P.O. Box 411, Palmyra, Virginia 22963, hereinafter referred to as "Lessee."

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. **Property.** Lessor is the owner of certain real property located in the County of Fluvanna, Virginia, hereinafter referred to as the "Property." Said Property is more particularly described as a portion of the Carysbrook Recreation Center property sufficient in size and dimensions to accommodate a rectangular wood frame building having exterior dimensions 14 feet by 20 feet in a lawful manner, including reasonable access and appurtenant facilities, such site to located behind the current Carysbrook office of MACAA. The exact location and dimensions of the Property shall be as agreed between Lessor an Lessee with reference to the site.

2. **Demise of Property.** Lessor, in consideration of the terms, covenants, conditions and agreements set forth in this Lease and the exhibits hereto, does hereby let and demise unto Lessee and Lessee does hereby take from Lessor, the Property.

3. **Use of the Premises.** Lessee shall be entitled, at Lessee's sole expense, to use and occupy the Property for the sole purpose of operating a non-sectarian, non-profit food pantry.

4. **Appurtenances to the Leasehold.** The leasehold shall include the following appurtenances:

A. "Access Easement"

A non-exclusive easement, of the width and length as shown on Exhibit B, for ingress and egress to and from U. S. Route 15, over the existing access roads.

B. "Utility Easement"

A non-exclusive easement over the Property for lines and related appurtenances reasonably necessary for the provision of telephone, electric and other utility service to the Property, in a location to be agreed upon between the Lessor and Lessee.

5. **Term.** The term of this Lease shall be three (3) years, which the parties hereby agree

will commence on November 15, 1997 and will expire on November 14, 2000.

6. **Extensions of Term.** The term of this Lease may be extended upon renegotiation of the terms hereof by Lessee and Lessor prior to the expiration of the initial term and in accordance with law. At the commencement of any such renewal term or terms, Lessor and Lessee shall, by mutual agreement and on the basis of good faith and fair dealing, agree upon the rental fee based upon the fair market rate of local rents then in effect for comparable premises and uses, if such data are available. The foregoing shall not be construed in any way to require either the Lessor or the Lessee to enter into such a renewal term or terms; and in no event shall this Lease be renewed if the Property shall be required for any of the purposes mentioned in Virginia Code Section 15.1-258.

7. **Construction of Improvements.** Lessee shall have the right to construct on the property a foundation and other appurtenances for a rectangular wood frame building having exterior dimensions 14 feet by 20 feet, and to locate such a building thereon. Lessee shall cause all work to be performed free of liens, in a good and workmanlike manner, and in compliance with all applicable laws and ordinances.

8. **Ownership of Improvements.** Upon completion of construction, except as otherwise directed by Lessor, all foundations and other appurtenances shall automatically become the property of Lessor, free and clear of any and all liens and encumbrances, without the necessity for any separately documented bill of sale. Lessee's Building shall be the personal property of the Lessee, and can be removed by Lessee upon expiration or earlier termination of this Lease Agreement. The foregoing notwithstanding, Lessor may, at its sole option, upon expiration or earlier termination of this Lease Agreement, and within a reasonable time thereafter, require the removal of all foundations and other appurtenances such that the Property shall be restored to substantially the same condition as existed prior to the construction.

9. **Option to Terminate.** The foregoing notwithstanding, Lessor and Lessee shall each have the right to terminate this Lease at any time, without cause, by giving not less than 60 days' written notice to the other party of its exercise of this option.

10. **Utilities; Site Maintenance.**

(a) Lessee shall be solely responsible for and shall pay for all charges for gas, electricity, sewerage, water, light, heat, power and telephone or other communication service used, rendered or supplied upon or in connection with the leased property, including, but not limited to, the installation of electric, telephone and other utility service for its operations, and shall indemnify the Lessor against any and all liability or damages on such account.

(b) Except as otherwise expressly provided herein, Lessee agrees to maintain the buildings constructed on the premises in good repair and deliver the ~~same~~ <sup>same</sup> to the Lessor at the termination of this lease in the same condition which existed at the commencement of this lease, reasonable wear and tear excepted.



(c) In addition to the repairs referred to in subparagraph (b) above, Lessee agrees to keep the interior and exterior of the property leased in reasonably sanitary, neat and orderly condition, which shall include, without limitation, timely removal of accumulations of snow and ice, cleanup of trash and other debris and orderly storage of materials. No materials, equipment or item of any kind shall be leaned against or otherwise stored in contact with the exterior walls of the building.

11. **Security; Access to Site.** Lessee shall maintain the Property in a reasonably secure condition. Lessor shall have free access to the Site at all reasonable times for the purpose of inspecting the same for compliance with this Lease. Lessee shall furnish Lessor with the necessary keys for the purpose of ingress and egress to the Property.

12. **Taxes.** Lessee shall pay any personal property taxes levied against Lessee's Building, Lessee's base station equipment, and any other personal property of Lessee.

13. **Compliance with Laws.** Lessee, shall, at Lessee's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agencies having jurisdiction over the Property and Lessee's operations thereupon, including but not limited to obtaining any and all permits for construction of the improvements and operation of the Lessee's use.

14. **Insurance.** Lessee shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits and other terms reasonably satisfactory to the county attorney covering Lessee's work and operations upon Lessor's lands.

15. **Default.** If Lessor or Lessee fails to comply with any provisions of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party and the defaulting party shall be given a reasonable time to cure said default. Said defaulting party shall provide evidence that it is making a good faith effort to cure said default to the other party upon request.

16. **Exclusive Venue; Attorney Fees and Expenses.** In the event of any litigation arising under this Lease, the parties agree that the exclusive venue therefor shall be in the courts of the County of Fluvanna, and that the non-prevailing party shall, upon demand reimburse the prevailing party for all costs and expenses arising therefrom, including reasonable attorney's fees.

17. **Quiet Enjoyment.** Lessor hereby covenants that Lessee shall have quiet and peaceful enjoyment of the Premises throughout the lease term, as long as Lessee is not in default hereunder.

18. **Title, Access and Authority.** Lessor covenants and warrants to Lessee that Lessor is the owner of the Property; that the Property is served by legal access from a public way; that Lessor is duly authorized and empowered to enter into this lease; and that the person executing this lease on behalf of the Lessor warrants himself to be duly authorized to bind the Lessor hereto.

19. **Assignment of Lessee's Interest.** Lessee shall not assign or sublease its interest under this Lease without Lessor's prior written consent, which consent shall not be unreasonably withheld.

20. **Notices.** Any notice, demand or communication which Lessor or Lessee shall desire or be required to give pursuant to the provisions of this Lease shall be sent by regular first class or by registered or certified mail; and the giving of any such notices shall be deemed complete upon mailing in a United States Post Office with postage charges prepaid, addressed to the party intended to be given such notice at its address as first above set forth in this Lease or to such other address as such party may hereafter designate.

21. **Lessee's Personal Property.** All personal property placed upon the Premises by Lessee shall remain the sole and exclusive property of the Lessee, and may be removed by Lessee at any time, including upon the expiration or other termination of this Lease or any extension hereof.

22. **Binding Effect; Execution in Duplicate; Entire Agreement; Modifications; Governing Law.** All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This lease is executed in duplicate, either of which shall be equally authentic. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced. This Lease shall be governed by the laws of the Commonwealth of Virginia and of the County of Fluvanna.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Lease as of the day and year first above written.

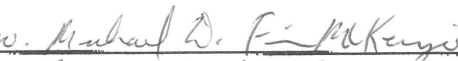
**LESSOR:**  
BOARD OF SUPERVISORS OF  
FLUVANNA COUNTY, VIRGINIA

By:   
Its Chairman

**LESSEE:**  
FLUVANNA CHRISTIAN SERVICE  
SOCIETY, INC., a not-for-profit  
corporation organized under the laws  
of the Commonwealth of Virginia

**APPROVED AS TO FORM:**

  
FLUVANNA COUNTY ATTORNEY

By:   
(printed) Rev. Michael D. Finn-McKearie

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

**TAB C**

<b>MEETING DATE:</b>	August 2, 2017					
<b>AGENDA TITLE:</b>	Board of Supervisor's Meeting Date Change					
<b>MOTION(s):</b>	<b>I move to change the first regular meeting of 2018 from the first Wednesday, January 3, to the second Wednesday, January 10, due to the Christmas and New Year's holiday periods.</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	
		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>	In order to better accommodate holiday closings and staff members and residents holiday travel plans, recommend moving the Board's first meeting of the year from January 3, 2018 to January 10, 2018.					
<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	
	X					



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

TAB D

<b>MEETING DATE:</b>	August 2, 2017				
<b>AGENDA TITLE:</b>	FY19 Budget Calendar				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the FY19 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>	Marty Brookhart, Management Analyst				
<b>PRESENTER(S):</b>	Marty 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 FY19 Budget Calendar:</p> <ul style="list-style-type: none"> <li>• There will be a preliminary budget discussion at the December 6, 2017 BOS meeting.</li> <li>• Non-Profit Agencies will present to the Board of Supervisors at two separate work sessions on December 20, 2017 and January 17, 2018.</li> <li>• The Board of Supervisors may adopt the FY19 Budget and CY18 Tax Rates on April 11, 2018.</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>	FY19 Budget Calendar Draft				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		X			





# FY19 BUDGET CALENDAR

**DRAFT**

Holiday - Offices Closed

DAY	DATE	DESCRIPTION	TIME/LOCATION	Su	M	T	W	Th	F	Sa
				<b>Aug-2017</b>						
Tues	Aug 1	CIP Packet Released	Finance Email			1	2	3	4	5
Wed	Aug 2	BOS Regular Meeting	4:00 pm; Circuit Court	6	7	8	9	10	11	12
Wed	Aug 16	BOS Regular Meeting	7:00 pm; Circuit Court	13	14	15	16	17	18	19
Wed	Aug 31	CIP Submissions Due To Finance	5:00 pm; Email Finance	20	21	22	23	24	25	26
				27	28	29	30	31		
				<b>Sep-2017</b>						
Wed	Sep 6	BOS Regular Meeting	4:00 pm; Circuit Court						1	2
Thu	Sep 7	County Administrator's CIP Review Committee	1:00 pm; Morris Room	3	4	5	6	7	8	9
Wed	Sep 20	BOS Regular Meeting	7:00 pm; Circuit Court	10	11	12	13	14	15	16
				17	18	19	20	21	22	23
				24	25	26	27	28	29	30
				<b>Oct-2017</b>						
Wed	Oct 4	BOS Regular Meeting	4:00 pm; Circuit Court	1	2	3	4	5	6	7
Tues	Oct 10	Planning Commission Work Session/Meeting - CIP Review	6:00 pm; Circuit Court	8	9	10	11	12	13	14
Wed	Oct 18	BOS Regular Meeting	7:00 pm; Circuit Court	15	16	17	18	19	20	21
Fri	Oct 27	FY19 Operating Budget Kick-Off	Budget Packet Email	22	23	24	25	26	27	28
				29	30	31				
				<b>Nov-2017</b>						
Wed	Nov 1	BOS Regular Meeting FCPS Superintendent Presentation - Preliminary FY19 Budget Focus	4:00 pm; Circuit Court				1	2	3	4
Thurs	Nov 2	County Administrator FY19 Budget Review Meeting with CO's, DH's, Agencies	2:00 pm; Morris Room	12	13	14	15	16	17	18
Mon	Nov 6	Planning Commission Work Session/Meeting - CIP Review	6:00 pm; Circuit Court	19	20	21	22	23	24	25
Wed	Nov 15	BOS Regular Meeting	7:00 pm; Circuit Court	26	27	28	29	30		
				<b>Dec-2017</b>						
Fri	Dec 1	Operating Budgets Due to Finance (COB)	Email to Finance						1	2
	Dec 5-16	County Administrator Oper. Budget Reviews w/ CO's, DH's, & Agencies	TBD; Staff Conf. Room	3	4	5	6	7	8	9
Wed	Dec 6	BOS Regular Meeting including BOS Preliminary Budget Discussion	4:00 pm; Circuit Court	10	11	12	13	14	15	16
Tues	Dec 12	Planning Commission Meeting - CIP Public Hearing/Recommendation	7:00 pm; Circuit Court	17	18	19	20	21	22	23
Wed	Dec 20	BOS Budget Work Session - Non-Profit Presentations BOS Regular Meeting	4:00 pm; Circuit Court 7:00 pm; Circuit Court	24	25	26	27	28	29	30
				31						
				<b>Jan-2018</b>						
Wed	Jan 10	BOS Regular Meeting (Note special day)	4:00 pm; Circuit Court		1	2	3	4	5	6
Wed	Jan 17	BOS Budget Work Session - Non-Profit Presentations BOS Regular Meeting	4:00 pm; Circuit Court 7:00 pm; Circuit Court	7	8	9	10	11	12	13
	Jan 22-26	BOS Budget Briefs	TBD; Staff Conf. Room	14	15	16	17	18	19	20
				21	22	23	24	25	26	27
				28	29	30	31			
				<b>Feb-2018</b>						
Wed	Feb 7	BOS Regular Meeting County Admin FY19 Budget Proposal & Revenues/Expenditures	4:00 pm; Circuit Court 7:00 pm; Circuit Court					1	2	3
Wed	Feb 7	School Board Work Session - Superintendent's Budget	5:30 pm; School Board	4	5	6	7	8	9	10
Wed	Feb 14	School Board Meeting - Public Hearing and Budget Adoption	6:30 pm; School Board	11	12	13	14	15	16	17
Wed	Feb 14	BOS Budget Work Session - Constitutional Officer Presentations	7:00 pm; Morris Room	18	19	20	21	22	23	24
Wed	Feb 21	BOS Budget Work Session - FCPS FY19 Adopted Budget Presentation BOS Regular Meeting	4:00 pm; Circuit Court 7:00 pm; Circuit Court	25	26	27	28			
Wed	Feb 28	BOS Budget Work Session - Agency Presentations	7:00 pm; Morris Room							
				<b>Mar-2018</b>						
Wed	Mar 7	BOS Regular Meeting BOS Budget Work Session - Public Works/Parks & Rec Budget Presentations	4:00 pm; Circuit Court 7:00 pm; Circuit Court					1	2	3
Wed	Mar 14	BOS Budget Work Session Set Proposed FY19 Budget and CY18 Tax Rate for Advertising	7:00 pm; Circuit Court	4	5	6	7	8	9	10
				11	12	13	14	15	16	17
Wed	Mar 21	BOS Budget Work Session - TBD BOS Regular Meeting	4:00 pm; Circuit Court 7:00 pm; Circuit Court	18	19	20	21	22	23	24
Thu	Mar 22	Begin Proposed FY19 Budget & CY18 Tax Rate Advertising		25	26	27	28	29	30	31
				<b>Apr-2017</b>						
Wed	Apr 4	BOS Regular Meeting BOS Public Hearing - Fiscal Year 2019 Budget BOS Public Hearing - Calendar Year 2018 Tax Rate	4:00 pm; Circuit Court 7:00 pm; Circuit Court 7:00 pm; Circuit Court	1	2	3	4	5	6	7
				8	9	10	11	12	13	14
Wed	Apr 11	BOS Meeting - Adopt FY19 Budget and CY18 Tax Rate	7:00 pm; Circuit Court	15	16	17	18	19	20	21
Wed	Apr 18	BOS Regular Meeting Adopt FY19 Budget and CY18 Tax Rate (if not approved on April 11th)	7:00 pm; Circuit Court	22	23	24	25	26	27	28
				29	30					





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

Tab E

<b>MEETING DATE:</b>	August 2, 2017				
<b>AGENDA TITLE:</b>	VDOT Quarterly Update				
<b>MOTION(s):</b>	None				
<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>	Wayne Stephens, Public Works Director/County Engineer				
<b>PRESENTER(S):</b>	Alan Saunders, Fluvanna/Louisa Residency Administrator				
<b>RECOMMENDATION:</b>	n/a				
<b>TIMING:</b>	n/a				
<b>DISCUSSION:</b>	VDOT Quarterly update.				
<b>FISCAL IMPACT:</b>	n/a				
<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



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

**TAB F**

<b>MEETING DATE:</b>	August 2, 2017				
<b>AGENDA TITLE:</b>	2016-17 Strategic Initiatives Action Plan Update				
<b>MOTION(s):</b>	N/A				
<b>TIED TO STRATEGIC INITIATIVES?</b>	Yes XX	No	<b>If yes, list initiative(s):</b>		
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation XX	Consent Agenda	Other
<b>STAFF CONTACT(S):</b>	Mary Anna Twisdale, Financial Services Technician, and Steve Nichols, County Administrator				
<b>PRESENTER(S):</b>	Mary Anna Twisdale, Financial Services Technician, and Steve Nichols, County Administrator				
<b>RECOMMENDATION:</b>	For review.				
<b>TIMING:</b>	Current.				
<b>DISCUSSION:</b>	BOS update on the 2016-17 Strategic Initiatives Action Plan				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	2016-17 Strategic Initiatives Action Plan				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other



**2016-17 STRATEGIC INITIATIVES PLAN**

Updated: December 29, 2016

Impact, Time, & Cost: High – Medium – Low

#	STRATEGIC INITIATIVE / Action Item	CHAMPION Staff Dept	STATUS / NOTES	Impact	Time	Cost	FINISH DATE
<b>A</b>	<b>SERVICE DELIVERY</b>	<b>EAGER</b>					
<b>A1</b>	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.	C&ED	Charter approved by BOS on Jan 4, 2017. Taskforce report due by Oct 31, 2017.	H	M	L	Dec 17
<b>A2</b>	Perform Process Improvement Review of Planning and Zoning Processes.	C&ED	School Board and PC adopting updated calendars in Jan 2017.	M	L	M	Dec 16
<b>A3</b>	Perform Process Improvement Review of Building Inspection Processes.	C&ED	Completed.	M	L	M	Dec 16
<b>A4</b>	Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.	Treasurer; IT; P&R; PW; C&ED	Pending RFP approval and selection of vendor	M	L	L	2017
<b>A5</b>	Update, format, and improve web-accessibility of all County Personnel Policies.	HR; IT	Completed and posted on County policies webpage.	L	L	L	Mar 16
<b>A6</b>	Create Fluvanna County Data Website Dashboard with key metrics.	COAD	On hold	L	M	M	Dec 17
<b>A7</b>	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.	PZA; Planning Comm.	In process	M	M	M	2016
<b>A8</b>	Create an improved system for managing and tracking of SUPs and Subdivisions (Bond status, project status, etc.).	PZA	New MUNIS Modules approved by BOS that will substantially address issues when implemented in 2017.	L	L	L	2016
<b>B</b>	<b>COMMUNICATION</b>	<b>BOOKER</b>					
<b>B1</b>	Create a Community Impact Awards Program.	CSA; COAD	Approved by BOS on Apr 6, 2016	L	L	L	Apr 16
<b>B2</b>	Hold an Elected Official's Breakfast for our State Representatives in Spring 2016	C&ED	Held in Sep 20, 2016	L	L	L	May 16

#	STRATEGIC INITIATIVE / Action Item	CHAMPION Staff Dept	STATUS / NOTES	Impact	Time	Cost	FINISH DATE
B3	Collect and analyze the results of the local Business Climate Survey.	COAD; C&ED	Completed May 19, 2016	L	M	L	May 16
B4	Hold a Local Business Forum - Subtitle: "The Future of Fluvanna's 250 Corridor"	C&ED	Forum held on May 19, 2016	L	M	L	May 16
B5	Create a local Business Support Action Plan.	C&ED	Underway following Community Business Forum; tasked to EDTAC	M	M	L	Jul 16
B6	Assess options to communicate more efficiently, effectively, and economically with Fluvanna residents.	Staff	On-going; Website improvements will begin in 2017 with new web design/support company.	M	M	L	Dec 16
B7	Expand County Website to receive, answer, and post questions from residents.	IT; COAD	Website improvements will begin in 2017 will new web design/support company.	L	M	L	Jul 16
B8	Improve communication and collaboration with the School Board to improve understanding of school system funding needs and better plan future budgets.	COAD	Under review	L	L	L	Dec 17
B9	Create a brief, easy to understand tax impact message showing Fluvanna advantages for both residential and business.	Finance; C&ED; COAD	EDTAC function	L	M	L	Oct 16
C	PROJECT MANAGEMENT	SHERIDAN					
C1	Investigate the use of Technology or other types of Overlay Zones for the Zion Crossroads Community Planning Area to support economic development aims.	C&ED; PZA	BOS Work Session on June 15, 2016. Requires County Attorney further PZA research ED Roundtable held Aug 31, 2016. Follow-up BOS Work Session planned for Oct 19, 2016	M	M	L	2017
C2	Create a County-wide overlay map showing utilities and other key features that support business growth and development.	C&ED; PZ PW	Under development	M	M	M	2016
C3	Investigate all options for GIS system delivery and management to support needs of all County departments.	PZA; E911	On-going	L	L	M	2016
C4	Develop and adopt a Fluvanna County Master Water and Sewer Service Plan and implementation schedule.	PW	In progress – more research needs to be done before project can move forward; cost is an issue.	M	M	M	2017

#	STRATEGIC INITIATIVE / Action Item	CHAMPION Staff Dept	STATUS / NOTES	Impact	Time	Cost	FINISH DATE
C5	Successfully oversee and manage Fluvanna County aspects of the James River Water Project.	Water Team	Ongoing	H	M	H	2018
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.	ESC; PW	Est. \$200K for 10 hydrants; preliminary map ready.	M	L	M	2018
C7	Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.	Water Team	Ongoing	H	M	H	2018
C8	Successfully oversee and manage the County's E911 Emergency Communications System Project.	ESC	Equipment is being installed at all the sites and the system will be optimized in early August. Coverage testing is scheduled for middle of August, with cutover expected to be August 29. Planning to give an update to the BOS at their Sept. 6 meeting, including presenting the service agreement for maintenance after the warranty period. Final punch list and burn-in of the system will be in September, with final project acceptance late September/early October. The "heavy lifting" of the new system will be completed in August.	H	H	H	Aug 2017
C9	Proceed with the Pleasant Grove Farm Museum design.	P&R Finance	Ongoing.	L	L	M	2016
C10	Investigate opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.	PW; Finance	Working with VDOT to see if grant funding can be secured. Setting up Community Meeting to discuss traffic flow and other options.	M	M	M	2017
D	ECONOMIC DEVELOPMENT AND TOURISM	O'BRIEN					
D1	Create EDTAC - Economic Development and Tourism Advisory Council.	C&ED; P&R	Approved and adopted by BOS on May 4, 2016	M	L	L	Jun 16
D2	Plan for Fluvanna County activities to celebrate the Virginia Business Appreciation Month in May 2016.	C&ED; Chamber	Incorporated into Community Business Forum held on May 19, 2016	L	M	L	May 16

#	STRATEGIC INITIATIVE / Action Item	CHAMPION Staff Dept	STATUS / NOTES	Impact	Time	Cost	FINISH DATE
D3	Draft and adopt a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.	C&ED; P&R	EDTAC function	M	M	M	2017
D4	Create separate Tourism and Business information pages for the County website.	C&ED; P&R	Website improvements completed in 2017 with new web design/support company.	L	M	M	Dec 16
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.	P&R	Under development; EDTAC function	L	M	L	Dec 16
D6	Create a "Faces and Places of Fluvanna" Poster and Rack Card to market Fluvanna County as a destination for tourism and recreational activities.	P&R	EDTAC function	L	M	L	Dec 16
D7	Create a "New Residents Guide" package for distribution to local Real Estate agents.	C&ED; P&R	Completed - EDTAC function	L	M	L	Dec 16
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.	C&ED; P&R	EDTAC function	L	M	L	Dec 16
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.	C&ED P&R	Project ongoing.	M	M	L	Dec 16
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.).	P&R	Crofton Park development in CIP 17 (Trails and partnership with LMOA would ensue after initial funding). Coordinating with Goochland Parks Director regarding potential partnership in joining park space in Columbia and that corner of Goochland along the James. They currently occupy about 800 acres of potential park space in that corner.	M	M	L	Jun 17
D11	Support local businesses and entrepreneurs by establishing a focused business appreciation and expansion program.	C&ED	EDTAC function	M	M	L	Jun 17



#	STRATEGIC INITIATIVE / Action Item	<u>CHAMPION</u> Staff Dept	STATUS / NOTES	Impact	Time	Cost	FINISH DATE
E	FINANCIAL STEWARDSHIP AND EFFICIENCY	WEAVER					
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.	Finance COAD C&ED	Optins presented to BOS in multiple Work Sessions; direction determined.	M	M	L	Jan 17
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.	Finance	Created by BOS during FY17 Budget Cycle; unfunded in FY17; \$300K/year planned for FY18-21.	H	L	M	Jul 16
E3	Update, format, and improve web-accessibility of all County Financial Policies.	Finance; IT	Completed and posted on County policies webpage.	L	M	L	Mar 16
E4	Review, update, and approve new Fluvanna County Proffer Guidelines.	PZA; Planning Commission	On hold based on recently passed legislation for Proffers	M	M	L	Sep 16
E5	Reduce the County's reliance on creating and mailing paper checks for payments and to implement ACH/EFT transaction options.	Treasurer; Finance; IT	Underway	M	M	L	Jun 17
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.	Treasurer	Numerous samples collected; options under review.	M	L	L	Sep 16



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

TAB G

<b>MEETING DATE:</b>	August 2, 2017				
<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, July 5, 2017 Regular Meeting, be adopted.</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>	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 July 5, 2017				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other



**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**REGULAR MEETING MINUTES**  
**Circuit Court Room**  
**July 5, 2017**  
**Regular Meeting 4:00pm & 7:00pm**

**MEMBERS PRESENT:**

John M. (Mike) Sheridan, Columbia District, Chair  
 Mozell Booker, Fork Union District, Vice Chair  
 Patricia Eager, Palmyra District  
 Tony O'Brien, Rivanna District (arrived at 4:18 pm)  
 Donald W. Weaver, Cunningham District

**ALSO PRESENT:**

Steven M. Nichols, County Administrator  
 Fred Payne, County Attorney  
 Kelly Belanger Harris, Clerk for the Board of Supervisors

**1. CALL TO ORDER.** At 4:04pm Chair Sheridan, called the Regular Meeting of July 5, 2017 to order.

**2. PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE.** After the recitation of the Pledge of Allegiance, a moment of silence was observed. Chair Sheridan spoke briefly in remembrance of Seaman Dakota Kyle Rigsby, Fluvanna native, who was one of seven sailors killed while serving on the USS Fitzgerald.

**3. ADOPTION OF AGENDA**

Mr. Nichols requested two items be added to New Business: *Project Agreement #11 – ZXR Waterline Extension Design* – Cyndi Toler, Purchasing Officer, and *Project Agreement #5 – ZXR Waterline Extension Design* – Cyndi Toler, Purchasing Officer.

**MOTION**

Mr. Weaver moved to accept the Agenda, with changes, for the July 5, 2017 Regular Meeting of the Board of Supervisors. Mrs. Booker seconded and the Agenda was adopted by a vote of 4-0. AYES: Sheridan, Booker, Eager, and Weaver. NAYS: None. ABSENT: O'Brien.

**SPECIAL PRESENTATION**

*Richard Payne, Community Service Award*—Steven M. Nichols, County Administrator, called forward Mr. Richard G. Payne for the Board to present him with a Community Service Award Resolution.

**4. COUNTY ADMINISTRATOR'S REPORT**

Mr. Nichols reported on the following topics:

- Staff Stars and Community Efforts
  - Fluvanna Meals on Wheels' Emergency Food Bag Program and Holiday Meal Program, Awarded grant by Bama Works Fund of Dave Matthews Band; Provide food during the winter months and holidays when inclement weather prevents deliveries
  - Historic Courthouse repairs completed
  - Quarterly Business Lunch and Learn: "Top Tips to Success on Social Media for Business," held June 29 at Library; ~20 attendees
  - New tourism signs have been erected on Rt 15
  - Fork Union Fire extrication class (June)-All the fire companies and rescue agencies participated. This is the type of training that will happen at the new burn building facility, if the grant is approved.
- Spotlight on Business: Crust and Crumb Bakery, Scottsville, VA
- Announcements and Updates
  - County/Schools Fiber Project: The contractor, Computer Cabling & Telephone Services, Inc (CCTS) has applied for 3 VDOT permits and has started receiving material. VDOT permit between the Abrams building and the Carysbrook area has been approved and CCTS started construction the week of June 26th.
  - Safety Improvements coming for intersection at S. Boston Rd and Slice Rd
  - Lake Monticello Volunteer Rescue Squad: EMT Graduation, July 2017
  - Public Works: Two new Public Works hires approved by BOS for Jan 2018.
    - Original approval: 1st - Jan 2018 (6 months), 2nd - Jan 2018 (6 months)
    - Requested revised hiring plan: 1st - Oct 2017 (9 months), 2nd - Apr 2018 (3 months)
  - Taylor Ridge Estates: One year final inspection completed by VDOT; streets remain in good condition. Fluvanna County's \$50,000 Surety Bond has been released, BOS Resolution No. 17-2016
  - County Administrator Vacation – July 21-30—Deputy County Administrator will serve as Acting.

➤ Next Meetings

Day	Date	Time	Purpose	Location
Wed	Aug 2	4:00 PM	Regular Meeting	Courtroom
Wed	Aug 16	7:00 PM	Regular Meeting	Courtroom
Wed	Sep 6	4:00 PM	Regular Meeting	Courtroom
Wed	Sep 20	7:00 PM	Regular Meeting	Courtroom

5. **PUBLIC COMMENTS #1**

At 4:18pm Chair Sheridan opened the first round of Public Comments.  
With no one else wishing to speak, Chair Sheridan closed the first round of Public Comments at 4:18pm.

6. **PUBLIC HEARING**

Scheduled for 7:00pm.

7. **ACTION MATTERS**

*County Records Management Policy*—Fred Payne, County Attorney & Kelly Belanger Harris, Records Officer, presented the Fluvanna County Records Management Policy.  
With little discussion,

MOTION

Mrs. Eager moved to approve the Fluvanna County Record Management Policy. Mr. O’Brien gave second. 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

*Record Retention and File Access Agreement*—Fred Payne, County Attorney, presented the Record Retention and File Access Agreement. This agreement ensures that Payne Hodous, the County Attorney(s) and the County of Fluvanna have access to inactive files that will be physically maintained by the County of Fluvanna. In addition, Mr. Payne asked for permission to mark for destruction those inactive files that have been deemed unnecessary for future use.

MOTION

Mrs. Booker moved to approve the File Access Agreement between the County of Fluvanna and Payne and Hodous, LLP, and the Fluvanna County Attorney, and approve destruction of files of the County Attorney in accordance with the Records Management Policy, and with the consent of both the County Attorney and the Records Officer. Mrs. Eager seconded and the motion passes 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

*Columbia Area Renewal Effort (CARE) Task Force Charter* – Steve Nichols, County Administrator, brought forward a request to approve the Columbia Area Renewal Effort (CARE) Task Force.

With no discussion,

MOTION

Mr. O’Brien moved to approve the Columbia Area Renewal Effort (CARE) Task Force Charter, as presented. Mrs. Booker gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

*Appointment – Columbia Area Renewal Effort (CARE) Task Force*—Steven M. Nichols, County Administrator, presented the slate of candidates for the Columbia Area Renewal Effort (CARE) Task Force.

MOTION

Mr. O’Brien moved to appoint:

- |                     |                    |
|---------------------|--------------------|
| 1. Susan Shumate    | 5. Melissa Kenney  |
| 2. James Knepper    | 6. John Mehfoud    |
| 3. John Hammond     | 7. Suzanne Mehfoud |
| 4. Darrick Mitchell | 8. Robin Duncan    |

to the Columbia Area Renewal Effort (CARE) Task Force with terms to begin immediately and end December 31, 2017. Mr. Weaver offered second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

In addition, Mr. Ed Zimmer and Mr. Isaac Shelley will be asked to service on the Task Force under the terms of the Charter, Section 4. *Membership, section J: The Chair may request other ad hoc members to participate in task force efforts, as needed. This will likely include subject matter experts and representatives from local support agencies.* Mr. Zimmer will represent the Department of Forestry, with Mr. Shelley providing additional representation for business owners in the area.

*Virginia Victim’s Fund Memorandum of Agreement and EMS Cost Recovery Policy Revision* —Cheryl Elliott, Emergency Services Coordinator, presented a request to enter into an agreement with the Virginia Victim’s Fund to modify the Fluvanna County EMS Cost Recovery Policy for victims of crime pursuant to the Compensating Victims of Crime Code Sections VA. Code 19.2-368.1 et seq. Adding a victim hardship waiver to our policy allows the County to accept the payment limitation set by the Compensating Victims of Crime Code.

With no discussion,

MOTION

Mr. O’Brien moved to approve the Virginia Victim’s Fund Memorandum of Agreement to accept a negotiated payment for ambulance services for victims of crime and further 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 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

And,

Mr. O’Brien moved to approve the revised EMS Cost Recovery Program Policy, as presented, incorporating a hardship waiver policy for victims of crime. Mrs. Eager seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

*Letter of Intent for Spillman Technologies, Inc.*—Cyndi Toler, Purchasing Officer, presented a Letter of Intent from Spillman Technologies, Inc, a Motorola Solutions company. Mrs. Toler indicated that complex negotiations are continuing with Spillman Technologies, Inc. to provide Computer Aided Dispatching (CAD) Public Safety Software at the Sheriff’s Office; approval of this Letter of Intent allows Spillman Technologies, Inc. to schedule Fluvanna County for implementation by July 1, 2018. The Letter of Intent does not bind the County to Spillman Technologies, Inc. in the event that the contract does not move forward.

MOTION

Mrs. Eager moved the Board of Supervisors authorize the County Administrator to sign a non-binding Letter of Intent to Spillman Technologies, Inc., a Motorola Solutions Company, to continue contract negotiations and in order to ensure an implementation schedule for July 1, 2018. Mr. Weaver offered second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

*Sheriff’s Office Compression Pay*—Eric B. Hess, Sheriff, presented a request to accept funding from the Compensation Board for compression pay. This request is in response to the Compensation Board approving an increase for Sheriff’s Office employees with more than three years of service. Deputies with more than 3 years of service will receive \$80/year of service; dispatch employees will receive \$65/year of service.

Compression Pay for Staff

- Total amount requested to fund the Compression is \$19,910
- Compensation Board will fund \$14,740
- Total County cost to fund the compression is \$5,170

Cost to the County

- |  |                |
|--|----------------|
| • Total County funding for Compression Pay | \$5,170        |
| • FY18 budgeted amount                     | \$2,300        |
| • <b>Add’l FY18 Funding Required</b>       | <b>\$2,870</b> |

MOTION

Mr. O’Brien moved to accept the funding from the Compensation Board for Compression Pay for Sheriff’s Office staff in the amount of \$14,740.00, and further move to fund the county’s additional FY18 cost for Compression Pay in the amount of \$2,870, such funding to come from the FY18 Personnel Contingency. Mrs. Eager seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

*Sheriff’s Office Stipends*—Eric B. Hess, Sheriff, presented a request to add one (1) additional Master Deputy (MD) and one (1) additional Field Training Officer (FTO) to what is already-funded (currently the budget allows \$13,450 for 3 Master Deputy (MD) and 4 Field Training Officer (FTO) annual stipends.)

- Currently the budget allows \$13,450 for 3 Master Deputy (MD) and 4 Field Training Officer (FTO) annual stipends
- We request 1 additional MD and 1 additional FTO stipend

A. FY17 Costs for MDs and FTOs	\$13,450.00
B. FY18 Cost for MDs and FTOs	\$19,030.79
C. FY18 Comp Board Contribution	\$ 6,726.00
D. FY18 County Cost	\$12,304.79
<b>FY18 Net County Savings (D – A)</b>	<b>\$ 1,145.21</b>

**MOTION**

Mr. O’Brien moved to accept the FY18 funding for Master Deputy from the State Compensation Board in the amount of \$6,726 to partially fund FY18 Master Deputy positions. Mrs. Eager offered second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

*Zion Crossroads Water Project - Amendment to Project Agreement #3 – Dewberry*—Cyndi Toler, Purchasing Officer brought forward a request to amend the agreement with Dewberry Engineers, Inc. This Amendment to Project Agreement #3 with Dewberry Engineers Inc. is required to complete additional services associated with the wetland and stream delineation portion of the project. The Zion Crossroads Water and Sewer System cash funded budget will increase by \$4,500.

Timeline of Prior Events:

Date	Description	Budget \$575,000
Aug 2016	Supplemental Appropriation	+\$30,000
Dec 2016	Task Order #9 – Final Design	+\$47,870
May 2017	Task Order #10 – Bidding Services	+\$19,340
<b>July 2017</b>	<b>Amendment to #3 – Add’l Professional Services</b>	<b>+\$4,500</b>
<b>July 2017</b>	<b>Proj. Agreement #4 – Add’l Professional Services</b>	<b>+\$6,880</b>
	<b>New Proposed Cash Funded Budget</b>	<b>\$683,590</b>

**MOTION**

Mr. O’Brien moved the Board of Supervisors approve a supplemental appropriation of \$4,500 from Unassigned Fund Balance to the Zion Crossroads Water and Sewer System project budget with the funds necessary for an Amendment to Project Agreement #3 to complete additional services associated with the wetland and stream delineation portion of the project. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

And,

Mr. O’Brien moved the Board of Supervisors approve an Amendment to Project Agreement #3 between Fluvanna County and Dewberry Engineers Inc. for additional services associated with the wetland and stream delineation portion of the Zion Crossroads Water & Sewer System project totaling \$4,500, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney. Mrs. Eager seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

*Surveying for the Zion Crossroads Water Project - Agreement #4 – Bowman*—Cyndi Toler, Purchasing Officer, presented a request to amend the agreement between Fluvanna County and Bowman Consulting Group. This agreement is required for easement platting revisions (\$2,980) and record platting for the Department of Corrections (\$3,900). The Zion Crossroads Water and Sewer System cash funded budget will increase by \$6,880.

Timeline of Prior Events:

Date	Description	Budget \$575,000
Aug 2016	Supplemental Appropriation	+\$30,000
Dec 2016	Task Order #9 – Final Design	+\$47,870
May 2017	Task Order #10 – Bidding Services	+\$19,340
<b>July 2017</b>	<b>Amendment to #3 – Add’l Professional Services</b>	<b>+\$4,500</b>
<b>July 2017</b>	<b>Proj. Agreement #4 – Add’l Professional Services</b>	<b>+\$6,880</b>
	<b>New Proposed Cash Funded Budget</b>	<b>\$683,590</b>

**MOTION**

Mr. O’Brien moved the Board of Supervisors approve a supplemental appropriation of \$6,880 from Unassigned Fund Balance to the Zion Crossroads Water and Sewer System project budget with the funds necessary for Project Agreement #4 for easement platting revisions and record platting for the Department of Corrections. Mrs. Booker gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

And,

Mr. O’Brien moved the Board of Supervisors approve Project Agreement #4 between Fluvanna County and Bowman Consulting Group for additional services associated with easement platting revisions and record platting for the Department of Corrections for the Zion Crossroads Water & Sewer System project totaling \$6,880, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney. Mrs. Eager gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.



8. **PRESENTATIONS**

*Farm Museum Update* – Cyndi Toler, Purchasing Officer, provided a status update of the Farm Heritage Museum building acquisition. Mrs. Toler reminded the Board that an Invitation for Bid was posted in May 2017. There was one respondent, at a cost of \$425,000, which was rejected. A discussion between County staff and the Historical Society (Marvin Moss) resulted in a search for a simpler, more cost effective design. An Invitation for Bid based on the redesigned specifications will be placed in the near future.

*FCSS Relocation*—Steven M. Nichols, County Administrator, gave update on the location of the Fluvanna Christian Service Society. Currently, the FCSS inhabits two buildings in the Carysbrook complex. Mr. Nichols put forth a proposal to move the Food Bank to a different location, also in the Carysbrook complex. One of the existing buildings could be moved to the proposed location, with the purchase of 1-2 additional buildings. The current agreement with FCSS was signed in 1997; a new agreement would be necessary for FCSS to continue using County property.

9. **CONSENT AGENDA**

The following items were discussed before approval: None.

The following items were approved under the Consent Agenda for July 5, 2017:

- Minutes of June 21, 2017*—Kelly Belanger Harris, Clerk to the Board
- Ambulance Restocking Agreement for Cost Recovery*—Cheryl Elliott, Emergency Services Coordinator
- CRMF Request - FCPS Central Elementary Unexpected Repairs*—Ed Breslauer, FCPS Finance Director
- FY17 Cell Tower Budget Supplement*—Martin Brookhart, Management Analyst
- FY17 Four-For-Life Budget Transfer*—Martin Brookhart, Management Analyst

Mr. Weaver moved to approved the consent agenda, for the July 5, 2017 Board of Supervisors meeting. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

10. **UNFINISHED BUSINESS**

Chair Sheridan reported that he has been approached by citizens regarding placement of a monument for fallen service members who are citizens of the County. Very brief discussion ensued; staff will research opportunities for placement on County property.

Mr. O’Brien noted that Dick Bucci, Lake Monticello resident, has inquired about traffic calming possibilities on South Boston Rd, near the Riverside Gate.

Mrs. Eager inquired of the Sheriff about Sheriff’s patrol possibilities on US Rt. 250, regarding a school bus stop.

11. **NEW BUSINESS**

*Project Agreement #11 – ZXR Waterline Extension Design* – Cyndi Toler, Purchasing Officer, brought forward an item of New Business, an amendment to the agreement with Dewberry Engineers, Inc. Project Agreement #11 with Dewberry Engineers Inc. is required to complete additional services associated with the waterline extension design. The Zion Crossroads Water and Sewer System cash funded budget will increase by \$51,330.

Timeline of Prior Events:

Date	Description	Budget -
Aug 2016	Supplemental Appropriation	+\$30,000
Dec 2016	Task Order #9 – Final Design	+\$47,870
May 2017	Task Order #10 – Bidding Services	+\$19,340
July 2017	Amendment to #3 – Dewberry	+\$4,500
July 2017	Proj. Agreement #4 – Bowman	+\$6,880
July 2017	Proj. Agreement #11– Dewberry	+\$51,330
July 2017	Proj. Agreement #5– Bowman	+\$22,950
	New Proposed Cash Funded Budget	\$757,870

**MOTION**

Mr. O’Brien moved the Board of Supervisors approve a supplemental appropriation of \$51,330 from Unassigned Fund Balance to the Zion Crossroads Water and Sewer System project budget with the funds necessary for Project Agreement #11 to complete additional services associated with the waterline extension design. Mrs. Eager gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

And,

Mr. O’Brien moved the Board of Supervisors approve Project Agreement #11 between Fluvanna County and Dewberry Engineers Inc. for additional services associated with the waterline extension design of

the Zion Crossroads Water & Sewer System project totaling \$51,330, 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 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

*Project Agreement #5 – ZXR Waterline Extension Design* – Cyndi Toler, Purchasing Officer, presented an item of New Business, requesting an amendment with Bowman Consulting Group. Project Agreement #5 is an agreement between Fluvanna County and Bowman Consulting Group and is required to complete additional services associated with the waterline extension surveying.

Timeline of Prior Events:

Date	Description	Budget -
Aug 2016	Supplemental Appropriation	+\$30,000
Dec 2016	Task Order #9 – Final Design	+\$47,870
May 2017	Task Order #10 – Bidding Services	+\$19,340
July 2017	Amendment to #3 – Dewberry	+\$4,500
July 2017	Proj. Agreement #4 – Bowman	+\$6,880
July 2017	Proj. Agreement #11– Dewberry	+\$51,330
July 2017	Proj. Agreement #5– Bowman	+\$22,950
	New Proposed Cash Funded Budget	\$757,870

**MOTION**

Mr. O'Brien moved the Board of Supervisors approve a supplemental appropriation of \$22,950 from Unassigned Fund Balance to the Zion Crossroads Water and Sewer System project budget with the funds necessary for Project Agreement #5 to complete additional services associated with the waterline extension surveying. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

And,

Mr. O'Brien moved the Board of Supervisors approve Project Agreement #5 between Fluvanna County and Bowman Consulting Group for additional services associated with the waterline extension surveying of the Zion Crossroads Water & Sewer System project totaling \$22,950, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney. Mrs. Eager seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

**12. PUBLIC COMMENTS #2**

At 5:34pm Chair Sheridan opened the second round of Public Comments.  
With no one else wishing to speak, Chair Sheridan closed the second round of Public Comments at 5:34pm.

**13. CLOSED MEETING**

**MOTION TO ENTER INTO A CLOSED MEETING**

At 5:45pm, Mr. O'Brien moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.3, A.5, A.7, & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Real Estate, Prospective Industry, Litigation, and Legal Matters. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

**RECONVENE IN OPEN SESSION**

**MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION**

At 7:03pm, Mr. O'Brien moved that the Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and "BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting." Mr. Weaver seconded. The motion carried, with a roll call vote, of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

**PUBLIC HEARINGS**

*Open Container Ordinance Amendment* – Fred Payne, County Attorney, presented a request to approve enabling legislation that allows localities to prohibit the possession of open or opened containers of alcoholic beverages in designated public areas, including public parks, playgrounds, public streets, and on sidewalks adjoining public streets. The County also has the authority to prohibit the possession of open or opened containers of alcoholic beverages on County-owned property. This is subject to exceptions, including any time the Virginia Alcoholic Beverage Control Board has granted a license for the service and/or consumption of alcohol or where the County has granted permission for the service and/or consumption of alcohol on County-owned property, as is permitted in Section 14-4 of the Fluvanna County Code. This ordinance is intended as a supplement to the provisions of Section 14-4 of the Fluvanna County Code.

At 7:05pm, Chair Sheridan opened the Public Hearing.

With no one wishing to speak, Chair Sheridan closed the Public Hearing at 7:05pm.

There being discussion,

**MOTION**

Mrs. Eager moved the Board of Supervisors approve an ordinance amendment entitled, “AN ORDINANCE TO AMEND THE FLUVANNA COUNTY CODE BY THE ADDITION IN CHAPTER 14 OF A SECTION 6, CONCERNING PROHIBITION OF OPEN OR OPENED CONTAINER(S) OF ALOCHOLIC BEVERAGES IN DESIGNATED PUBLIC AREAS AND ON COUNTY PROPERTY; EXCEPTIONS.” Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

*Sheriff Designation Ordinance Amendment* – Fred Payne, County Attorney brought forward a request to approve enabling legislation that allows localities to pass an ordinance such as this to provide additional protection to property owners. This ordinance allows property owners to specifically grant local law enforcement the authority to act as their agent to enforce trespassing laws without the property owner being present. This provision is commonly used in counties and cities in the Commonwealth. This provision is particularly helpful in the context of rental properties, commercial areas, or other property with absentee property owners. It can also help to protect owners of land who have frequent problems with trespassing and illegal dumping.

At 7:08pm, Chair Sheridan opened the Public Hearing.

With no one wishing to speak, Chair Sheridan closed the Public Hearing at 7:08pm.

With no discussion,

**MOTION**

Mr. O’Brien moved the Board of Supervisors approve an ordinance amendment entitled, “AN ORDINANCE TO AMEND THE FLUVANNA COUNTY CODE BY THE ADDITION IN CHAPTER 14 OF A SECTION 5, CONCERNING DESIGNATION OF THE SHERIFF AS A ‘PERSON LAWFULLY IN CHARGE OF THE PROPERTY’ FOR THE PURPOSE OF FORBIDDING ANOTHER TO GO OR REMAIN UPON THE LANDS, BUILDINGS OR PREMISES OF THE OWNER.” On a second by Mrs. Eager, the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

*ZXR Water/Sewer Project VRA Bond Public Hearing*—Eric Dahl, DCA/Finance Director, presented a request to approve a final resolution to provide Fluvanna County with the opportunity to finance the Zion Crossroads Water & Sewer Project with favorable financing terms through the Virginia Resource Authority.

Key dates for moving forward:

- June 21, 2017 – BOS approved the Resolution and ratified the advertisement of VRA Bond Public Hearing
- June 23, 2017 – VRA Received all local approvals (Resolution) thirty days prior to the Bond Sale Date
- June 22 and 29, 2017 – Advertisements for VRA Bond Public Hearing
- July 5, 2017 – Public Hearing is held for the VRA financing and the BOS approves the Final Resolution and ratifies the Resolution from June 21, 2017.
- August 2, 2017 – Tentative Bond Sale Date

Based on a True Interest Cost of 3.00% from 6/12/17, amortized over 20 years, at an not to exceed amount \$8.5M, the average estimated debt service would be roughly \$576K annually. These are the current estimates and staff is working in conjunction with our financial advisors and the Virginia Resource Authority to monitor interest rates up until final pricing.

The issuance of additional debt will likely increase our debt service ratio. Per the Debt Management Policy, the ratio of governmental fund debt service expenditures as a percent of total governmental fund operating revenues should not exceed 12%. Per the CAFR ending 6/30/16, our debt service ratio was 16.67%. The projected debt service ratio for future FY’s using FY16 total governmental fund operating revenue of \$46,275,002 is estimated as follows:

- FY17 - 06/30/17: ~16.5%
- FY18 - 06/30/18: ~18.5%
- FY19 - 06/30/19: ~19.5%

These amounts are based on an expected, conservative revenue amount of \$46,275,002 from 6/30/16. Every \$1M in additional revenue above the \$46,275,002 will lower the debt service ratio by ~0.40%.

Chair Sheridan opened the Public Hearing at 7:24pm.

There being no one wishing to speak, Chair Sheridan closed the Public Hearing at 7:24pm.

Chair Sheridan invited comment and questions from the Board.

Mr. Weaver questioned the Debt Management Policy, noting that the policy states a ceiling of 12%, and this action will move the total to ~19.5% in FY19. Mr. Weaver also noted that the County's total debt will approach \$111 million.

Following in-depth discussion regarding debt service, percentages, and bond rating,

MOTION

Mr. O'Brien moved the Board of Supervisors approve the resolution entitled "FINAL RESOLUTION REGARDING A PLAN OF FINANCING WITH THE VIRGINIA RESOURCES AUTHORITY" which affirms and ratifies that resolution approved by the Board of Supervisors on June 21, 2017, which shall be for a project financing term not to exceed 20 years, in a principal amount not to exceed \$8,500,000, and bear interest at a rate not to exceed 4.25% for the Zion Crossroads Water and Sewer Project. Mrs. Eager gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

### **PUBLIC COMMENT #3**

Chair Sheridan, recognizing a citizen in attendance and wishing to speak, allowed a third public comment time. Paul Grady, Columbia District, spoke about County plans in the former Town of Columbia. Mr. Grady provided a copy of written statement for the record (attached to these minutes.)

**14. ADJOURN**

MOTION:

At 7:41spm Mrs. Booker moved to adjourn the regular meeting of Wednesday, July 5, 2017. Mr. Weaver seconded and the motion carried with a vote of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, & Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris  
Clerk to the Board

John M. Sheridan  
Chair

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

TAB H

<b>MEETING DATE:</b>	August 2, 2017				
<b>AGENDA TITLE:</b>	Additional Stipend for Double Duty – Sheriff’s Office				
<b>MOTION(s):</b>	<b>I move to approve a stipend of \$200.00 per pay period for Sheriff’s Office Lieutenant Forest Lawhorne, with such stipend to run retroactively from May 29, 2017 through December 31, 2017.</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>	Sheriff Eric B. Hess, Captain Von L. Hill				
<b>PRESENTER(S):</b>	Sheriff Eric B Hess				
<b>RECOMMENDATION:</b>	I recommend approval of the motion as stated above				
<b>TIMING:</b>	Retroactively, effective May 29, 2017 through approximately December 31, 2017				
<b>DISCUSSION:</b>	<p>The Patrol Division of the Sheriff’s Office is staffed by two Lieutenants. As of May 29<sup>th</sup>, LT Lawhorne has assumed the role of both positions, during the absence of the other LT who is away on military commitments.</p> <p>This requires Lawhorne to perform double the workload in the interim, as the other LT’s subordinate staff is monitored by him.</p> <p>The cost to fund this stipend will come from the vacancy savings of the FY17 and FY18 Personnel Budgets, as the absent LT’s salary is available.</p>				
<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	None				
<b>LEGISLATIVE HISTORY:</b>	None				
<b>ENCLOSURES:</b>	None				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
				XX	



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

TAB I

<b>MEETING DATE:</b>	August 2, 2017				
<b>AGENDA TITLE:</b>	FY17 Commonwealth's Attorney Supplemental Appropriation – Temp. Intern				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve a supplemental appropriation of \$1,077 to the Commonwealth Attorney's FY17 budget for costs associated with the temporary intern position with funding to come from the Drug Forfeiture Account.</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>	Jeffrey W. Haislip, Commonwealth's Attorney Marty Brookhart, Management Analyst				
<b>PRESENTER(S):</b>	Marty Brookhart, Management Analyst				
<b>RECOMMENDATION:</b>	I recommend approval of the motion as stated above.				
<b>TIMING:</b>	Effective June 30, 2017				
<b>DISCUSSION:</b>	<p>On June 7, 2017, the Board of Supervisors approved a temporary intern position for the Commonwealth's Attorney's Office with funding from the Drug Forfeiture Account.</p> <p>For FY17, the following amounts were expended for the position:</p> <p>PT Salary &amp; Wages:     \$ 1,000</p> <p>FICA:                         \$ 62</p> <p>Medicare:                 \$ 15</p> <p><b>TOTAL:</b>                     <b>\$ 1,077</b></p>				
<b>FISCAL IMPACT:</b>	Approval of the motion will allow finance to increase the appropriate FY17 revenues and expenses by \$1,077.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	<b>June 7, 2017</b> - BOS Approved a Temporary Intern Position for the Commonwealth's Attorney's Office with funding to come from the Drug Forfeiture Account.				
<b>ENCLOSURES:</b>	June 7, 2017 Action Report				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		<b>X</b>			





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

TAB J

<b>MEETING DATE:</b>	August 2, 2017				
<b>AGENDA TITLE:</b>	FY17 Commonwealth's Attorney's Victim-Witness Grant Supplemental Appropriation				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve a supplemental appropriation of \$3,758 to the Commonwealth's Attorney's FY17 Victim-Witness Grant budget for funds received from the Department of Criminal Justice Services.</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>	Sherri Stader, Victim/Witness Assistance Program Director Marty Brookhart, Management Analyst				
<b>PRESENTER(S):</b>	Marty Brookhart, Management Analyst				
<b>RECOMMENDATION:</b>	I recommend approval of the motion as stated above.				
<b>TIMING:</b>	Effective June 30, 2017				
<b>DISCUSSION:</b>	<p>The County received notification from DCJS of the revised funding appropriation for the Victim-Witness Grant after the FY17 budget had been adopted.</p> <p>The County will be receiving \$33,758 in revenue which is \$3,758 more than was originally approved for Victim-Witness revenues.</p>				
<b>FISCAL IMPACT:</b>	Approval will allow finance to increase FY17 revenues and expenditures by \$3,758				
<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>X</b>			



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

**TAB K**

<b>MEETING DATE:</b>	August 2, 2017				
<b>AGENDA TITLE:</b>	FY18 Library State Aid Supplemental Appropriation				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve a supplemental appropriation of \$2,838 to the FY18 Library State Aid budget for funds received from the Commonwealth of Virginia.</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>	Cyndi Hoffman, Library Director Marty Brookhart, Management Analyst				
<b>PRESENTER(S):</b>	Marty Brookhart, Management Analyst				
<b>RECOMMENDATION:</b>	I recommend approval of the motion as stated above.				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>The County received notification of the funding appropriation from the Library of Virginia after the FY18 budget had been adopted.</p> <p>The BOS adopted amount for FY18 totaled \$71,600, which is \$2,838 less than the Library of Virginia approved amount of \$74,438.</p>				
<b>FISCAL IMPACT:</b>	<p>Approval will allow finance to increase FY18 revenues and expenditures by \$2,838.</p> <p>FY18 Library State Aid will be increased from \$71,600 to \$74,438.</p>				
<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>X</b>			



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

TAB L

<b>MEETING DATE:</b>	August 2, 2017					
<b>AGENDA TITLE:</b>	MOU for sharing Charlottesville-UVA-Albemarle Public Safety Frequencies					
<b>MOTION(s):</b>	<b>I move to approve the Radio Frequency Sharing Agreement and Memorandum of Understanding (MOU) between Fluvanna County and the Charlottesville-University of Virginia-Albemarle County Emergency Communications Center (ECC) to authorize Fluvanna public safety radios to utilize the ECC 800 MHz Public Safety Radio System for the performance of public safety operations, and further authorize the County Administrator to execute the agreement, subject to approval as to form by the County Attorney.</b>					
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		C8	
	XX					
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other	
				XX		
<b>STAFF CONTACT(S):</b>	Cheryl J. Elliott, Emergency Services Coordinator					
<b>PRESENTER(S):</b>	Cheryl J. Elliott, Emergency Services Coordinator					
<b>RECOMMENDATION:</b>	APPROVAL					
<b>TIMING:</b>	IMMEDIATE					
<b>DISCUSSION:</b>	This MOU allows Fluvanna to program Charlottesville-UVA-Albemarle public safety radio frequencies into certain Fluvanna radios to allow for direct interoperability with their 800 MHz system. Only Public Safety leadership will have these frequencies programmed into their portable radios, and Dispatch will have the ability to "patch" the 800 frequencies to other public safety radios, as requested/necessary.					
<b>FISCAL IMPACT:</b>	None					
<b>POLICY IMPACT:</b>	None					
<b>LEGISLATIVE HISTORY:</b>	N/A					
<b>ENCLOSURES:</b>	Albemarle-Fluvanna Frequency MOU					
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other	
	XX					



**RADIO FREQUENCY SHARING AGREEMENT AND MEMORANDUM OF  
UNDERSTANDING (MOU)  
CHARLOTTESVILLE-UNIVERSITY OF VIRGINIA-ALBEMARLE COUNTY  
EMERGENCY COMMUNICATIONS CENTER  
REGIONAL 800MHZ PUBLIC SAFETY RADIO SYSTEM**

This Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **County of Albemarle, Virginia**, a political subdivision of the Commonwealth of Virginia, the **City of Charlottesville**, a Virginia municipal corporation, and the **Rector and Visitors of the University of Virginia**, a Virginia public corporation (hereinafter referred to collectively as the “Charlottesville-University of Virginia-Albemarle County Emergency Communications Center,” or the “ECC”) and **County of Fluvanna**, a political subdivision of the Commonwealth of Virginia, with its principal place of business at 132 Main Street, Palmyra, Virginia, and the **Fluvanna County Sheriff’s Office** (hereinafter referred to as the “User”).

- 1) The ECC hereby authorizes the User to operate radio subscriber (mobile and portable) units on the ECC Regional 800 MHz Public Safety Radio System for the performance of public safety operations or tasks within the geographical boundaries of the entities identified above, subject to the terms of the Federal Communications Commission (FCC) license-radio station authorization for the radio call signs listed in paragraph 3 (the “radio call signs”) and so long as both parties are in compliance with the standards established by the FCC’s rules and regulations under Title 45, Part 90 of the United States Code and 47 CFR Part 90.
- 2) The User agrees to comply with the terms of the FCC license-radio station authorization for the radio call signs, all rules and regulations of the FCC concerning the use of this license, and all terms and conditions that may be imposed by the ECC concerning the use of the license.
- 3) Pursuant to provisions of FCC Regulation 47 CFR §90.421, the ECC further grants specific and limited permission to User to utilize those ECC Regional 800 MHz Public Safety Radio System talk groups that have been designated and approved in the attached Authorization Form (Exhibit “1”) under the terms and conditions of the County of Albemarle, ECC Management Board FCC License(s) – FRN: 0004632428 and the following radio call signs: WPUA888, WPWD882, WPXA692, WPXR392, WQOA723 and WQEC203; FRN: 0004223756: KT6619, KNGS260, KXA256 as comprise the “VALB1” VHF repeater pair.
- 4) User agrees that the primary function and use of the ECC Regional 800 MHz Public Safety Radio System talk groups and associated licensed frequencies shall be in accordance with those policies, procedures or restrictions defined and authorized by the affected ECC member participant/agency identified in the Authorization Form.

- 5) Secondary assignments for the use of designated talk groups and associated frequencies during regional mutual aid operations are authorized, provided the use and operation is in compliance with FCC rules and regulations.
- 6) Pursuant to the provisions of FCC regulation 47 CFR §90.425 governing station identification, unit(s) operated by User under this Agreement will not need to exercise station identification by voice, as this function is performed by use of automatic Morse code identification equipment on the ECC Regional 800 MHz Radio System.
- 7) Radio communications under the terms of this Agreement shall be for official public safety department or agency business only. No personal communications are permitted.
- 8) By executing this agreement, the ECC and User agree that User shall conform to the general technical and operational standards for communications equipment licensed by the Federal Communications Commission for all purposes under this Agreement.
- 9) This Agreement shall remain in force for an indefinite term, but may be terminated by either party upon written notice to the other for any reason. In the event that new federal law, FCC rules, or presidential order preempts the authority of the County of Albemarle, ECC Management Board to grant limited permission to operate radio subscriber (mobiles and portable) units under the terms of its license, this Agreement shall be cancelled.
- 10) The number of radio subscriber (mobiles and portables) units and identifiers assigned by the ECC shall be established on the Authorization Form, which may be amended upon the signatures of both parties to make minor technical or administrative changes to the Agreement. The current, fully signed Authorization Form and the text of this Agreement shall constitute the full Agreement for the shared use of identified talk groups and associated frequencies.
- 11) The parties signing this Agreement shall have the power to bind the employees and functions of the agency for which they are signing.
- 12) Neither the ECC nor the User shall be responsible or liable for the actions or omissions of the other party under this Agreement.
- 13) If so indicated on the attached Authorization Form (Exhibit "1"), this agreement will be executed reciprocally in such a way that the System Users of the ECC Regional 800 MHz Radio System will have access to the radio channels of the User's radio system, as authorized by the User on the Authorization Form and subject to the same legal and policy restrictions as indicated in the above items.

*Signatures to follow on next page*



Executed by: Thomas A. Hanson

Signature: \_\_\_\_\_

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

Title: Executive Director

Emergency Communications Center

Signature: \_\_\_\_\_

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

Title: County Administrator

User: Fluvanna County

Signature: \_\_\_\_\_

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

Title: Sheriff

User: Fluvanna County Sheriff's Office





Charlottesville, University of Virginia, Albemarle County  
Emergency Communications Center

ECCR 800 MHz Radio External Agency MOU -  
Authorization Form



**Section 1:**      Federal Communications Commission License – Radio Station

Authorization Call Signs:	
<b>WPUA888</b>	<b>WPXA692</b>
<b>WPWD882</b>	<b>WPXR392</b>
<b>WQOA723</b>	<b>WQEC203</b>
<b>KT6619<sup>1</sup></b>	<b>KNGS260<sup>1</sup></b>
<b>KXA256<sup>1</sup></b>	

Note 1: These call signs are authorized only inasmuch as needed to cover User programming the “VALB1” channel specified in section 3.

\*Note: Copies of licenses maintained on file at Charlottesville-UVA-Albemarle County Emergency Communications Center.

**Section 2:**      Requesting User Agency/Department Information:

Requesting User Agency/Department Name:    **Fluvanna County**

Purpose or Reason for Request: \_\_\_\_\_  
**Mutual aid and interoperable communications**

\_\_\_\_\_

Name of Person Making Request: \_\_\_\_\_

Print Name:    **Cheryl Elliott**

Title:    **Emergency Services Coordinator**

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

**Section 3:**     Designated Talk Groups and Channels Authorized by ECC  
Participant/Agency for User:

1. "VALB1" 155.835 (mobile RX) 154.995 (mobile TX) 167.9 (TX & RX PL)	11. CTYCMD	21.
2. FRDISP	12. TA1D-TA2D simplex conventional	22.
3. FRRESP	13. EVNT3-EVNT12	23.
4. ATAC3-ATAC11	14. EMOP1-EMOP2	24.
5. BTAC3-BTAC11	15. EMADM	25.
6. CFRESP	16. EMTRN	26.
7. SVFR1-SVFR2 conventional (incl in intop zone, too)	17. CERT1-CERT4	27.
8. UEMS	18. UVEM1	28.
9. MJEMS	19. VDHCV1	29.
10. FRADM	20. SVPD1-SVPD2 (intop zone)	30.
<i>Below 16 law enforcement talkgroups only for law enforcement radios and ECC control station</i>		
APCOM1	CPCOM1	UPCOM1
APCOM2	CPCOM2	UPCOM2
APSA1	CPSA1	UPEV1
APSA2	CPSA2	UPSD
APSA3	CPSD	
APSA4		
APSD		

~~\*NOTE: If more than 30 talk groups authorized, attach separate sheet.~~

**Section 4:**     ECC Regional 800 MHz Radio System Participant/Agency Talk Group  
Use Authorization.

Participant/Agency Name: Fluvanna County

Authorization/Approval: \_\_\_\_\_

Print Name: Tom Hanson

Title: Executive Director

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

**Section 5:**     Subscriber Unit Information and Related Unit Identifiers Assigned by ECC:

	<b>Requesting Agency/User:</b>	<b>Serial #</b>	<b>Unit ID</b>	<b>Console Alias</b>
1.	Fluvanna Control Station		TBD	TBD
2.	Fluvanna SO Sheriff Eric Hess	APX8000 -	4831000	FSU1
3.	Fluvanna SO Capt. Von Hill	APX8000 -	4831001	FSU3
4.	Fluvanna SO Capt. David Wells	APX8000 -	4831002	FSU4
5.	Fluvanna SO Lt. Forest Longhorne	APX8000 -	4831003	FSU11
6.	Fluvanna SO Lt. Sean Peterson	APX8000 -	4831004	FSU12
7.	Fluvanna SO Lt. Thomas Rensch	APX8000 -	4831005	FSU10
8.	Fluvanna SO Lt. Jesse Ellis	APX8000 -	4831006	FSU13
9.	Fluvanna Fire Chief Mike Brent	APX8000 -	4832001	FCHIEF1
10.	Fluvanna Fire Chief Dwayne Mayo (CO1)	APX8000 -	4832005	FCHF10
11.	Fluvanna Fire Chief Frankie Hackett (CO2)	APX8000 -	4832100	FCHF20
12.	Fluvanna Fire Chief Andrew Pullen (CO3)	APX8000 -	4832200	FCHF30
13.	Fluvanna Fire Chief Richie Constantino (CO5)	APX8000 -	4832300	FCHF50
14.	Emergency Services Coordinator Cheryl Elliott	APX8000 -	4832000	FCOOR1
15.				

~~\*Note: If more than 10 subscriber units are requested, attach another sheet.~~

**Section 6:**     Charlottesville-UVA-Albemarle County Emergency Communications Center acknowledgement of subscriber unit information and related unit identifier assignment, authorization and radio system activation.

Activation: \_\_\_\_\_

Print Name: Gabe Elias

Title: ECC Systems Manager

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

Authorization: \_\_\_\_\_

Print Name: Tom Hanson

Title: Executive Director

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



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

<b>MEETING DATE:</b>	8/2/17				
<b>AGENDA TITLE:</b>	Closed Landfill Gas Monitoring				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors to approve Project Agreement #17 between Fluvanna County and Draper Aden Associates to continue the Gas Monitoring of the Fluvanna County closed Landfill totaling \$1,086, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.</b>				
<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>	Wayne Stephens, Director of Public Works; Cyndi Toler, Purchasing Officer				
<b>PRESENTER(S):</b>	Cyndi Toler, Purchasing Officer				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	As required by DEQ, the task with Draper Aden proposes to measure landfill gases (using a LANDTEC gas analyzer, or functional equivalent), on two occasions, at six gas probes and five on-site structures at the Fluvanna County closed Landfill, prepare data tables, and prepare a report of findings (to include an assessment of regulatory compliance) during the period between July, December; (includes two monitoring events). Draper Aden has been doing these required items and we wish to continue with their services.				
<b>FISCAL IMPACT:</b>	Budgeted for FY2017				
<b>POLICY IMPACT:</b>	NA				
<b>LEGISLATIVE HISTORY:</b>					
<b>ENCLOSURES:</b>	PROJECT AGREEMENT # 17-TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES/ FLUVANNA COUNTY CLOSED LANDFILL GAS MONITORING				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	x		x		





**PROJECT AGREEMENT # 17**  
**TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR**  
**PROFESSIONAL SERVICES**  
**FLUVANNA COUNTY CLOSED LANDFILL GAS MONITORING**

This Project Agreement #17 (the "Project Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2017, between Fluvanna County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and Draper Aden Associates, Inc., doing business as Draper Aden Associates (the "Consultant"), a Virginia corporation, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 5th day of September, 2013 (including all exhibits thereto the "Agreement"). All defined terms in the Agreement shall have the same meaning in this Project Agreement unless the context used herein requires otherwise.

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

Whereas the Agreement was automatically renewed on September 6th, 2014, and again on September 6th, 2015 and again on September 6th, 2016 and the current renewal term of the Agreement ends on September 5, 2017 and may be renewed by the County pursuant to the Agreement;

Whereas the Consultant submitted a Proposal for "Proposal: Gas Monitoring Services (July – Dec, 2017), Draper Aden Associates Project No.: 21816-70, DEQ Permit No. 429" dated July 17, 2017, ("the Proposal") which is attached hereto as Exhibit 1 and incorporated by reference herein as a material part of this Project Agreement;

Whereas, the County desires that the Consultant complete all those services listed in the Proposal, including, but not limited to, measure landfill gas, analyze and provide a report suitable for direct submission to DEQ; and

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

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

**ARTICLE I: THE AGREEMENT**

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

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

**ARTICLE II: TASK ORDER**

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

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

shall be:

Mr. Wayne Stephens  
Director of Public Works  
197 Main Street  
Palmyra, VA 22963  
Phone: (434) 591-1925  
E-mail: [wstephens@fluvannacounty.org](mailto:wstephens@fluvannacounty.org)

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

### **ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS**

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

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

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

### **ARTICLE IV: FEES**

The Consultant shall receive a flat fee consistent with the Budget section of the Proposal of:

ONE THOUSAND EIGHTY-SIX AND NO/100 DOLLARS (\$1,086.00) for all of the Services on the Task Order described in the Proposal.

The flat fee shall be payable by the County upon proper invoice by the Consultant as described herein. No invoice may be provided by the Consultant to the County until the Task Order is complete and all items or services purchased have been delivered to, inspected by and accepted by the County, including but not limited to, that deliverable described in the Proposal as the report. The Consultant may invoice the County only when the entire Task Order is complete. The Consultant will be paid within forty-five (45) days of receipt of a proper invoice following final acceptance of all work on the Task order by the County in its sole discretion. The flat fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

## **ARTICLE V: TERM**

Consultant shall with due diligence and dispatch assiduously pursue this Task Order to completion, but in any event such Services and work being a part of the Task Order must be completed to the sole satisfaction of the County on or before the 30 day of December, 2017. Time being of the essence.

## **ARTICLE VI: MISCELLANEOUS**

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

### County

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

### Consultant

Draper Aden Associates, Inc.  
ATTN: Thomas R. Laughlin, MS, CES  
8090 Villa Park Drive  
Richmond, VA 23228  
Telephone (804) 261-2929  
FAX (804) 264-8773

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

[SIGNATURE PAGE TO FOLLOW.]

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

Consultant:  
Draper Aden Associates, Inc.

County:  
Fluvanna County


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

Approved as to form:

\_\_\_\_\_  
Fluvanna County Attorney

8090 Villa Park Drive  
Richmond, Virginia 23228  
(804) 264-2228 • Fax (804) 264-8773  
www.daa.com

TO: Mr. J. Wayne Stephens  
Fluvanna County

FROM: Thomas R. Laughlin   
Environmental Services Division

DATE: 07-17-17

SUBJECT: **Fluvanna County Closed Landfill**  
**Proposal: Gas Monitoring Services (July - December, 2017)**

DEQ Permit No. 429  
DAA Project No. 21816-70

In order to precisely track the costs associated with multifaceted projects (such as solid waste facilities), we offer a task-oriented system of project management. Task-oriented project management consists of the following steps:

- develop the scope of services for a specific task
- develop a budget for that specific task
- establish a project task number
- invoice by that project task number

**Task.** Draper Aden Associates proposes to measure landfill gases (using a LANDTEC gas analyzer, or functional equivalent), on *two* occasions, at *six* gas probes and *five* on-site structures at the Fluvanna County closed landfill, prepare data tables, and prepare a report of findings (to include an assessment of regulatory compliance) during the period between July, and December, 2017 (inclusive; second half of calendar year 2017 = first half of FY 2017-2018; includes *two monitoring events*).

**Budget.** The cost of the referenced task shall be **\$1,086** (lump sum / includes two monitoring events). The need to implement this task was anticipated and, therefore, an estimated cost was included within the budget previously prepared for fiscal year FY 2017-2018.

The cost of professional environmental services is based upon a review of the costs associated with past gas monitoring events and the standard billing rates that became effective on *January 1, 2017*.

Mr. J. Wayne Stephens  
July 17, 2017  
Page 2 of 2

**Comment.** The facility is currently required to monitor landfill gases on a *quarterly* schedule; however, if concentrations of methane are found to be greater than 80% of its lower explosive limit (LEL) during any monitoring event, then the County may have to revert to a *monthly* monitoring schedule. In the event that concentrations of methane exceed 80% of the LEL at the property boundary during the referenced monitoring period, we will prepare a revised cost estimate to accommodate monthly monitoring.

**Deliverables.** DAA will prepare one *printed* copy of each report to Fluvanna County. DAA will also provide one *digital* copy of each report to the Fluvanna County (Adobe Acrobat or functional equivalent) and will provide one *digital* copy of each report to DEQ.

**Exclusions.** The proposed task does not include responding to comments that DEQ may offer at some future date. Deliverables do not include digital source files used in preparing the report (for example, MS Word, MS Excel, AutoCad files).

**Terms and conditions.** The proposed services will be provided in accordance with the conditions presented herein and an existing agreement between Draper Aden Associates and Fluvanna County.

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⊕

In order to authorize initiation of the proposed work, please sign/date this proposal and return one copy to our office. Meanwhile, if you have any questions, please contact me by e-mail (tlaughlin@daa.com) or telephone (804.264.2228).

#### **AUTHORIZATION**

**[Fluvanna County Closed Landfill - Landfill Gas Monitoring - July to December, 2017]**

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For Fluvanna County

---

date

cc: Mr. Ken Bannister (DAA - Environmental Services)

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

<b>MEETING DATE:</b>	8/2/17				
<b>AGENDA TITLE:</b>	Closed Landfill Groundwater Monitoring Program				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors to approve Project Agreement #16 between Fluvanna County and Draper Aden Associates to continue the Groundwater Monitoring Program of the Fluvanna County closed Landfill totaling \$7,200, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.</b>				
<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>	Wayne Stephens, Director of Public Works; Cyndi Toler, Purchasing Officer				
<b>PRESENTER(S):</b>	Cyndi Toler, Purchasing Officer				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	As required by DEQ, this task with Draper Aden Associates proposes to obtain groundwater samples from monitoring wells at the Fluvanna County closed Landfill (groundwater sampling event 2017 S2, scheduled to occur during October, 2017), chemically analyze the groundwater samples, and prepare a report suitable for direct submission to DEQ . Draper Aden has been doing these required items and we wish to continue with their services.				
<b>FISCAL IMPACT:</b>	Budgeted for FY2017				
<b>POLICY IMPACT:</b>	NA				
<b>LEGISLATIVE HISTORY:</b>					
<b>ENCLOSURES:</b>	PROJECT AGREEMENT # 16-TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES/ FLUVANNA COUNTY CLOSED LANDFILL GROUND WATER MONITORING				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	x		x		





**PROJECT AGREEMENT # 16**  
**TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR**  
**PROFESSIONAL SERVICES**  
**FLUVANNA COUNTY CLOSED LANDFILL GROUNDWATER MONITORING**

This Project Agreement #16 (the "Project Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2017, between Fluvanna County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and Draper Aden Associates, Inc., doing business as Draper Aden Associates (the "Consultant"), a Virginia corporation, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 5th day of September, 2013 (including all exhibits thereto the "Agreement"). All defined terms in the Agreement shall have the same meaning in this Project Agreement unless the context used herein requires otherwise.

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

Whereas the Agreement was automatically renewed on September 6<sup>th</sup>, 2014, and again on September 6<sup>th</sup>, 2015 and again on September 6<sup>th</sup>, 2016 and the current renewal term of the Agreement ends on September 5, 2017 and may be renewed by the County pursuant to the Agreement;

Whereas the Consultant submitted a Proposal for "Groundwater Monitoring Program, Proposal: Sampling Event 2017 S2, Draper Aden Associates Project No.: 21816-72, DEQ Permit No. 429" dated July 16, 2017, ("the Proposal") which is attached hereto as Exhibit 1 and incorporated by reference herein as a material part of this Project Agreement;

Whereas, the County desires that the Consultant complete all those services listed in the Proposal, including, but not limited to, obtaining groundwater samples from Monitoring wells to analyze and provide a report suitable for direct submission to DEQ and

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

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

**ARTICLE I: THE AGREEMENT**

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

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

**ARTICLE II: TASK ORDER**

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

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

shall be:

Mr. Wayne Stephens  
Director of Public Works  
197 Main Street  
Palmyra, VA 22963  
Phone: (434) 591-1925  
E-mail: [wstephens@fluvannacounty.org](mailto:wstephens@fluvannacounty.org)

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

### **ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS**

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

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

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

### **ARTICLE IV: FEES**

The Consultant shall receive flat fees consistent with the Budget section of the Proposal as follows:

FOUR THOUSAND TWO HUNDRED AND FIFTY-FIVE NO/100 DOLLARS (\$4,255.00) for that portion of the Services on the Task Order described in the Proposal as Environmental Services; and

TWO THOUSAND NINE HUNDRED FOURTY-FIVE AND NO/100 DOLLARS (\$2,945.00) for that portion of the Services on the Task Order described in the Proposal as Chemical Analyses.

Each of the above being a subpart of the Task Order, which flat fees shall be payable by the County upon proper invoice by the Consultant as described herein. No invoice may be provided by the Consultant to the County until the subpart of the Task Order is complete and all items or services purchased have been delivered to, inspected by and accepted by the County, including but not limited to, that deliverable described in the Proposal as the report. The Consultant may invoice the County as work on each subpart of the Task Order is complete or may wait to invoice the

County until the entire Task Order is complete. The Consultant will be paid within forty-five (45) days of receipt of a proper invoice following final acceptance of all work included on the invoice (either a subpart, or the entire Task Order) by the County in its sole discretion. The flat fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

#### **ARTICLE V: TERM**

Consultant shall with due diligence and dispatch assiduously pursue this Task Order to completion, but in any event such Services and work being a part of the Task Order must be completed to the sole satisfaction of the County on or before the 1 day of January, 2018. The groundwater sampling is to occur on or about October, 2017. Time being of the essence.

#### **ARTICLE VI: MISCELLANEOUS**

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

##### **County**

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

##### **Consultant**

Draper Aden Associates, Inc.  
ATTN: Thomas R. Laughlin, MS, CES  
8090 Villa Park Drive  
Richmond, VA 23228  
Telephone (804) 261-2929  
FAX (804) 264-8773

Any party may substitute another address for the one set forth above by giving a notice in the manner required. Any notice given by mail will be deemed to be received on the fifth (5<sup>th</sup>) day after

deposit in the United States mail. Any notice given by hand will be deemed to be received when delivered. Notice by courier will be deemed to have been received on the date shown on any certificate of delivery.

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

Consultant:  
Draper Aden Associates, Inc.

County:  
Fluvanna County

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

Approved as to form:

\_\_\_\_\_  
Fluvanna County Attorney



# Draper Aden Associates

Engineering • Surveying • Environmental Services

8090 Villa Park Drive  
Richmond, Virginia 23228  
(804) 264-2228 • Fax (804) 264-8773  
www.daa.com

## MEMORANDUM

TO: Mr. J. Wayne Stephens  
Fluvanna County

FROM: Thomas R. Laughlin *TL*  
Environmental Services Division

DATE: 07-16-17

SUBJECT: **Fluvanna County Closed Landfill**  
Groundwater Monitoring Program  
**Proposal: Sampling Event 2017 S2 (October, 2017)**

DEQ Permit No. 429  
DAA Project No. 21816-72

In order to precisely track the costs associated with multifaceted projects (such as solid waste facilities), we offer a task-oriented system of project management. Task-oriented project management consists of the following steps:

- develop the scope of services for a specific task
- develop a budget for that specific task
- establish a project task number
- invoice by that project task number

**Task.** Draper Aden Associates proposes to obtain groundwater samples from monitoring wells at the Fluvanna County closed landfill (groundwater sampling event 2017 S2, scheduled to occur during October, 2017), chemically analyze the groundwater samples, and prepare a report suitable for direct submission to DEQ. More specifically, Draper Aden Associates proposes to:

- Obtain groundwater samples from monitoring wells MW-02R, MW-03R, and MW-04R and have them analyzed for *VSWMR* Table 3.1, Column A constituents.
- Obtain groundwater samples from monitoring wells MW-07R, MW-08, and MW-09 and have them analyzed for *VSWMR* Table 3.1, Column A constituents, plus previously detected Table 3.1, Column B constituents, including tin; 2-chlorophenol; bis(2-ethylhexyl)phthalate; dichlorodifluoromethane, diethyl phthalate; and di-n-octyl phthalate.

**Budget.** The cost of the referenced task shall be **\$7,200 (lump sum)**. The cost of this task was anticipated and, therefore, was included within the budget developed for FY 2017-2018.

Mr. J. Wayne Stephens  
July 16, 2017  
Page 2 of 2

- The cost of environmental services (Draper Aden Associates = **\$4,255**) is based upon a review of the costs associated with past sampling events and the standard billing rates that became effective on *January 1, 2017*.
- The cost of chemical analyses (Air, Water, and Soil Laboratories, Inc. = **\$2,945**) is based on a fee schedule previously provided by the contracted laboratory. Laboratory services are provided in accordance with a contract between Draper Aden and Air, Water, and Soil Laboratories, Inc.

***Deliverables.*** DAA will prepare *one printed copy* of the report, which will be delivered to Fluvanna County. DAA will also provide *one digital copy* of the report to Fluvanna County (Adobe Acrobat or functional equivalent) and *one digital copy* of the report to DEQ.

***Exclusions.*** The proposed task does not include responding to comments that DEQ may offer at some future date. Deliverables do not include digital source files used in preparing the report (for example, MS Word, MS Excel, AutoCad files).

***Terms and conditions.*** The proposed services will be provided in accordance with the conditions presented herein and an existing agreement between Draper Aden Associates and Fluvanna County.

⊕                      ⊕                      ⊕

In order to authorize initiation of the proposed work, please sign/date this proposal and return one copy to our office. Meanwhile, if you have any questions, please contact me by e-mail (tlaughlin@daa.com) or telephone (804.264.2228).

**AUTHORIZATION TO PROCEED**  
**Fluvanna County Closed Landfill - Groundwater Event 2017 S2**  
[in accordance with this proposal and an existing agreement]

\_\_\_\_\_  
for Fluvanna County

\_\_\_\_\_  
date

cc: Mr. Ken Bannister (DAA - Environmental Services)

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

TAB O

<b>MEETING DATE:</b>	8/8/17				
<b>AGENDA TITLE:</b>	Closed Landfill Quarterly Site Inspections				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors to approve Project Agreement # 18 between Fluvanna County and Draper Aden Associates to continue the quarterly site inspections of the Fluvanna County closed Landfill totaling \$542, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.</b>				
<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>	Wayne Stephens, Director of Public Works; Cyndi Toler, Purchasing Officer				
<b>PRESENTER(S):</b>	Cyndi Toler, Purchasing Officer				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	As required by DEQ, the task with Draper Aden Associates proposes to conduct two quarterly site inspections, meeting the Post-Closure Care Plan requirements at the Fluvanna County closed Landfill during the period between July, and December 2017 (includes two site inspections). Draper Aden has been doing these required items and we wish to continue with their services.				
<b>FISCAL IMPACT:</b>	Budgeted for FY2017				
<b>POLICY IMPACT:</b>	NA				
<b>LEGISLATIVE HISTORY:</b>					
<b>ENCLOSURES:</b>	PROJECT AGREEMENT # 18-TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES/ FLUVANNA COUNTY CLOSED LANDFILL QUARTERLY SITE INSPECTIONS				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	x		x		





**PROJECT AGREEMENT # 18**  
**TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR**  
**PROFESSIONAL SERVICES**  
**FLUVANNA COUNTY CLOSED LANDFILL QUARTERLY SITE INSPECTIONS**

This Project Agreement #18 (the "Project Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2017, between Fluvanna County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and Draper Aden Associates, Inc., doing business as Draper Aden Associates (the "Consultant"), a Virginia corporation, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 5th day of September, 2013 (including all exhibits thereto the "Agreement"). All defined terms in the Agreement shall have the same meaning in this Project Agreement unless the context used herein requires otherwise.

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

Whereas the Agreement was automatically renewed on September 6th, 2014, and again on September 6th, 2015 and again on September 6th, 2016 and the current renewal term of the Agreement ends on September 5, 2017 and may be renewed by the County pursuant to the Agreement;

Whereas the Consultant submitted a Proposal for "Proposal: Quarterly Site Inspections (January – June, 2017), Draper Aden Associates Project No.: 21816-71, DEQ Permit No. 429" dated July 18, 2017, ("the Proposal") which is attached hereto as Exhibit 1 and incorporated by reference herein as a material part of this Project Agreement;

Whereas, the County desires that the Consultant complete all those services listed in the Proposal, including, but not limited to, quarterly site inspections and provide a report suitable for direct submission to DEQ and

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

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

**ARTICLE I: THE AGREEMENT**

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

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

**ARTICLE II: TASK ORDER**

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

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

shall be:

Mr. Wayne Stephens  
Director of Public Works  
197 Main Street  
Palmyra, VA 22963  
Phone: (434) 591-1925  
E-mail: [wstephens@fluvannacounty.org](mailto:wstephens@fluvannacounty.org)

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

### **ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS**

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

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

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

### **ARTICLE IV: FEES**

The Consultant shall receive a flat fee consistent with the Budget section of the Proposal of:

FIVE HUNDRED FORTY-TWO AND NO/100 DOLLARS (\$542.00) for all of the Services on the Task Order described in the Proposal.

The flat fee shall be payable by the County upon proper invoice by the Consultant as described herein. No invoice may be provided by the Consultant to the County until the Task Order is complete and all items or services purchased have been delivered to, inspected by and accepted by the County, including but not limited to, first and second quarter inspections and that deliverable described in the Proposal as the reports. The Consultant may invoice the County only when the entire Task Order is complete. The Consultant will be paid within forty-five (45) days of receipt of a proper invoice following final acceptance of all work on the Task order by the County in its sole discretion. The flat fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

**ARTICLE V: TERM**

Consultant shall with due diligence and dispatch assiduously pursue this Task Order to completion, but in any event such Services and work being a part of the Task Order must be completed to the sole satisfaction of the County on or before the 30 day of December, 2017. Time being of the essence.

**ARTICLE VI: MISCELLANEOUS**

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

**County**

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

**Consultant**

Draper Aden Associates, Inc.  
ATTN: Thomas R. Laughlin, MS, CES  
8090 Villa Park Drive  
Richmond, VA 23228  
Telephone (804) 261-2929  
FAX (804) 264-8773

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

[SIGNATURE PAGE TO FOLLOW.]

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

Consultant:  
Draper Aden Associates, Inc.

County:  
Fluvanna County

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

Approved as to form:

\_\_\_\_\_  
Fluvanna County Attorney

## MEMORANDUM

8090 Villa Park Drive  
Richmond, Virginia 23228  
(804) 264-2228 • Fax (804) 264-8773  
www.daa.com

TO: Mr. J. Wayne Stephens  
Fluvanna County

FROM: Thomas R. Laughlin *TRL*  
Environmental Services Division

DATE: 07-18-17

SUBJECT: **Fluvanna County Closed Landfill**  
**Proposal: Quarterly Site Inspections (July - December, 2017)**

DEQ Permit No. 429  
DAA Project No. 21816-71

In order to precisely track the costs associated with multifaceted projects (such as solid waste facilities), we offer a task-oriented system of project management. Task-oriented project management consists of the following steps:

- develop the scope of services for a specific task
- develop a budget for that specific task
- establish a project task number
- invoice by that project task number

**Scope of services.** Draper Aden Associates proposes to conduct *two quarterly site inspections* meeting the Post-Closure Care Plan requirements at the Fluvanna County closed landfill during the period between July, and December, 2017 (inclusive; second half of calendar year 2017 = first half of FY 2017-2018; includes *two site inspections*).

**Schedule.** The inspections shall occur during the following intervals:

- **third quarter:** between July and September, 2017
- **fourth quarter:** between October and December, 2017

**Budget.** The cost of the referenced task shall be **\$542** (lump sum / includes two quarterly events). The need to implement this task was anticipated and, therefore, an estimated cost was included within the budget previously prepared for fiscal year FY 2017-2018.

The cost of the proposed services is based upon a review of the costs associated with past inspection events and the standard billing rates that became effective on *January 1, 2017*. The proposed fee is based upon the assumption that we will be able to inspect the facility while performing other work at that location.

Mr. J. Wayne Stephens  
July 18, 2017  
Page 2 of 2

***Deliverables.*** DAA will provide one *printed* copy of each inspection report to Fluvanna County. DAA will also provide one *digital* copy (Adobe Acrobat or functional equivalent) of each inspection report to Fluvanna County.

***Exclusions.*** Deliverables do *not* include digital source files used in preparing the report (for example, MS Word, MS Excel, AutoCad files).

***Terms and conditions.*** The proposed services will be provided in accordance with the conditions presented herein and an existing agreement between Draper Aden Associates and Fluvanna County.

⊕

⊕

⊕

In order to authorize initiation of the proposed work, please sign/date this proposal and return one copy to our office. Meanwhile, if you have any questions, please contact me by e-mail (tlaughlin@daa.com) or telephone (804.264.2228).

#### **AUTHORIZATION**

**[Fluvanna County Closed Landfill - Landfill Inspections - July to December, 2017]  
[in accordance with this proposal and an existing agreement]**

\_\_\_\_\_  
For Fluvanna County

\_\_\_\_\_  
date



# Capital Reserve Maintenance Fund Request

TAB P

**MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request to:**

Provide \$7,800.00 from the Capital Reserve Maintenance Fund to pay the costs of:

Electrical repairs to the well pump which serves the Fluvanna Courts Building's water system.

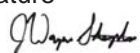
**Section 1 - REQUEST**

Requesting Dept. / Agency: Public Works PW18-001		Dept / Agency Contact: Wayne Stephens	Date of Request: Aug 2, 2017
Phone: (434) 591-1925	Fax: (434) 591-1924	email: wstephens@fluvannacounty.org	Fiscal Year: FY18
Reserve Fund Purpose Category: Unexpected facility repairs or replacements			
Description of Project/Repair	Qty	Unit Price	Total Price
Electrical Repairs to well pump at Courts Bldg. Water System	1	\$7,800.00	\$7,800.00
Total Request:			<b>\$7,800.00</b>



**Description and Justification for Proposed Use**

On or about July 7, 2017, the submersible well pump for the water system which serves the Fluvanna Courts Building stopped working. A call was placed to the on-call contractor who normally serves the FUSD water system. It was determined that the main electrical cable to the pump had failed, most likely due to a power surge or lightning strike. The cable was spliced and repaired, and the well pump and drop-pipe were put back in place. The well is now back in service.

The expenditures associated with this repair were not anticipated in the FY2018 Utilities Budget, and therefore fall under the category of "Unexpected facility repairs or replacements" under the County's policies which define the use of the Capital Reserve Maintenance Fund.

Department / Agency Head Name: Wayne Stephens, Director of Public Works	Signature  <small>Digitally signed by Wayne Stephens DN: cn=Wayne Stephens, o=Microsoft Date: 2017.07.26 09:19:33 -04'00'</small>	Date 07/26/2017
--	--	--------------------

**Section 2 - REVIEW**

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director  Digitally signed by Eric Dahl Date: 2017.07.26 09:32:05 -04'00'	Date Jul 26, 2017
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator  Digitally signed by Eric Dahl Date: 2017.07.26 09:35:22 -04'00'	Date

**Section 3 - BOARD OF SUPERVISORS**

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date:	Comments:
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# Capital Reserve Maintenance Fund Request

TAB Q

**MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request to:**

Provide \$2,400.00 from the Capital Reserve Maintenance Fund to pay the costs of:

Replacing the drive tracks on the County's 2004 Bobcat Skidsteer Loader.

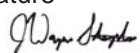
**Section 1 - REQUEST**

Requesting Dept. / Agency: Public Works PW18-002		Dept / Agency Contact: Wayne Stephens	Date of Request: Aug 2, 2017	
Phone: (434) 591-1925	Fax: (434) 591-1924	email: wstephens@fluvannacounty.org		Fiscal Year: FY18
Reserve Fund Purpose Category: Unexpected equipment failure				
Description of Project/Repair		Qty	Unit Price	Total Price
Replace drive tracks/treads on the County's 2004 Bobcat Skidsteer		1	\$2,400.00	\$2,400.00
			<b>Total Request:</b>	<b>\$2,400.00</b>



**Description and Justification for Proposed Use**

In mid-July it became necessary to replace the drive-tracks on the County's 2004 model Bobcat Skidsteer Loader. While it appeared that the treads appeared would be serviceable for at least another year or two, one of them suffered failure of its internal drive-lugs, rendering the machine unusable. Since both tracks on the machine were the same age and were nearing the end of their service life, it was deemed prudent to replace both drive tracks at the same time. While the cost of the parts was significant, the County's Facilities Maintenance Technician was assisted with installation in the County's maintenance shop, thereby saving several hundred dollars in labor charges.

This repair was not anticipated to be necessary during FY2018, and therefore was not included in the budget. It therefore qualifies as an "Unexpected equipment failure" under the County's policies which define the use of the Capital Reserve Maintenance Fund.

Department / Agency Head Name: Wayne Stephens, Director of Public Works	Signature  <small>Digitally signed by Wayne Stephens DN: cn=Wayne Stephens, o=Microsoft Date: 2017.07.26 09:20:24 -04'00'</small>	Date 07/26/2017
--	--	--------------------

**Section 2 - REVIEW**

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director  Digitally signed by Eric Dahl Date: 2017.07.26 09:36:30 -04'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator  Digitally signed by Eric Dahl Date: 2017.07.26 09:36:36 -04'00'	Date

**Section 3 - BOARD OF SUPERVISORS**

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date:	Comments:
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**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**AGENDA ITEM STAFF REPORT**

TAB R

<b>MEETING DATE:</b>	August 2, 2017					
<b>AGENDA TITLE:</b>	Advertisement of the Proposed First Amendment to Structure Lease Agreement with New Cingular Wireless PCS, LLC					
<b>MOTION(s):</b>	I move the Board of Supervisors ratify advertisement of a Public Hearing to be held on August 16, 2017, for the proposed First Amendment of that Structure Lease Agreement of County property, including that Monopole at Palmyra, to New Cingular Wireless PCS, LLC for the purposes of modifying the Monopole, ending the 75% rent abatement for the remainder of the initial term, modifying the provisions of the renewal terms so as to be at the option of the Tenant and other changes laid out in said First Amendment.					
<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>	Eric Dahl, Deputy County Administrator/Finance Director					
<b>PRESENTER(S):</b>	Eric Dahl, Deputy County Administrator/Finance Director					
<b>RECOMMENDATION:</b>	Approval.					
<b>TIMING:</b>	Current.					
<b>DISCUSSION:</b>	This First Amendment to the Lease ends the 75% rent abatement during the Initial Term of the Lease, allows Tenant to modify the Monopole for additional equipment while also requiring them to correct certain deficiencies identified by CityScape in the Monopole's original construction such that the County could lease two additional spaces as initially contemplated to other users whose equipment's loading is the same or less than Tenant's. Also modifies the renewal provisions such that renewals at the option of Tenant with no right for the County to opt out of such renewal if exercised, but does not increase the actual renewal term length.					
<b>FISCAL IMPACT:</b>	Immediate termination of the 75% rent abatement during the Initial Term under existing Structure Lease Agreement amounts to approximately \$2,000.00 additional rent payable to the County per month from the Tenant for the remainder of the Initial Term which shall terminate in February, 2021. No change in rent amounts due for renewals.					
<b>POLICY IMPACT:</b>	N/A					
<b>LEGISLATIVE HISTORY:</b>	N/A					

<b>ENCLOSURES:</b>	Fluvanna County Notice of Public Hearing				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	XX				

**FLUVANNA COUNTY  
NOTICE OF PUBLIC HEARING**

On Wednesday, August 16, 2017, the Board of Supervisors of Fluvanna County, Virginia, will hold a public hearing on the proposed First Amendment to that Structure Lease Agreement dated October 20, 2009 with New Cingular Wirelesss PCS, LLC (“Tenant”) of County real property including a Monopole with current addressing of 14591 James Madison Highway. The proposed First Amendment: (i) allows the Tenant to modify the Monopole for its additional loading as well as improving the Monopole to allow for additional users, in the County’ discretion, with the same or less loading as Tenant, (ii) terminates that 75% rent abatement in the original Lease early so as to increase the rent payments paid by Tenant to the County during the remainder of the initial term of said Lease; (iii) eliminates the County’s right to decline the existing renewals under the lease which will now be in the Tenant’s discretion to exercise, and (iv) makes other relevant changes. Said proposed First Amendment will be available at the County Administration Building at 132 Main Street Palmyra, Virginia building for public inspection.

The public hearing will be conducted at 7:00 p.m. in the Circuit Courtroom, Fluvanna County Courts Building, 132 Main Street, Palmyra, Virginia. Interested persons may appear at such time and place and present their views.

**Clerk to the Board of Supervisors  
of Fluvanna County, Virginia**

**TO BE PUBLISHED IN THE FLUVANNA REVIEW NO LATER THAN AUGUST 3, 2017 and  
AUGUST 10, 2017.**



**FLUVANNA COUNTY BOARD OF SUPERVISORS  
MEETING PACKAGE ATTACHMENTS**

August 2, 2017

No.	Item
1	Code Enforcement Report 2017-08-02
2	FY18 BOS Contingency Balance 2017-08-02
3	FY18 Capital Reserve Memo 2017-08-02
4	Unassigned Fund Balance 2017-08-02
5	VDOT August 2017 Report
6	VDOT Pavement Resurfacing Projects 2017
7	
8	
9	
10	





## CODE COMPLIANCE VIOLATION STATISTICS

June-2017

Scott B. Miller, CZO, Code Inspector, Building Site Inspector

Complaint Number	Tax Map Number	Property Owner	Address	Date of Complaint	Violation Type	Status	Deadline	District
1611-01	18-(A)-25B	Stevens, Roger	Thomas Farm La. (Vacant)	11/03/2016	Junk/Inoperable Vehicle	Court	Pending 7/25/2017	Palmyra
1705-02	36A-(A)-18	Cable, Louis A. & Susan V.	651 West River Rd.	5/9/2017	Signs	Pending	7/09/2017	Cunningham
1705-05	21-(1)-2	Donovan, Valorie T. & Laura A.	77 Hollands Rd.	5/31/2017	Inoperable Vehicles	Cleared	n/a	Columbia
1706-01	37-(4)-4	Carol B. Burnett Et Al	671 Kidds Dairy Rd.	6/05/2017	Trash/Debris	Cleared	n/a	Cunningham
1706-02	30-(A)-14	Palmyra Associates, LLC.	East of Route 15 at Route 53	6/7/2017	Signs	Cleared	n/a	Fork Union
1706-03	4-(A)-11	Fluvanna Automotive, LLC.	1389 Richmond Rd.	6/20/2017	B-1 Zoing - Permits	Cleared	n/a	Palmyra
<b>MISCELLANEOUS</b>					<b>STATUS</b>	<b>DEFINITIONS</b>		
Biosolids Applied and Signs Displayed (37 properties)					Court Pending:	Summons to be issued		
Compliance with Tenaska Virginia Sound Levels 06/19/2017					Court:	Case is before Judge		
Forty Five (45) Signs Removed From Public Rights-Of-Way					Pending:	Violation Notice Sent		
Deliver packets to BOS, PC Members and Library					Permit Pending:	Applied for Permit to Abate Violation		
Attend additional proceedings in Circuit Court regarding TM.18-(A)-25B, Roger Stevens					Extended:	Extension Given/Making Progress to Abate Violations		
Placed and removed "Public Hearing Signs" as needed					Board:	Case is pending Board Approval		
Attend meetings regarding Energov 06/15/2017					Cleard:	Violation Abated		
Attend meetings regarding Columbia Area Renewal Effort 06/19/2017					Rezoning:	Property is in Rezoning Process		
					SUP Pending:	Special Use Permit Application made to Abate Violation		



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# COUNTY OF FLUVANNA

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*"Responsive & Responsible Government"*

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

## MEMORANDUM

**Date:** August 2, 2017  
**From:** Marty Brookhart – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY18 BOS Contingency Balance

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The FY18 BOS Contingency line balance is as follows:

<b>Beginning Budget:</b>	<b>\$150,000.00</b>
<b>Less: Arts Council FY18 Allocation Grant Supplement – 06.07.17</b>	<b>-\$500.00</b>
<b>Available:</b>	<b>\$149,500.00</b>

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www.fluvannacounty.org

## MEMORANDUM

**Date:** August 2, 2017  
**From:** Marty Brookhart – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY18 Capital Reserve Balances

The FY18 Capital Reserve account balances are as follows:

### County Capital Reserve:

FY17 Carryover	\$134,975
<b>FY18 Allocation:</b>	<b>\$175,000</b>
<b>Available:</b>	<b>\$309,975</b>

### Schools Capital Reserve:

FY17 Carryover	\$238,603
<b>FY18 Allocation:</b>	<b>\$75,000</b>
Less: Central HVAC Unexpected Repairs – 07.05.17	-\$6,226
<b>Available:</b>	<b>\$307,377</b>

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# COUNTY OF FLUVANNA

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[www.fluvannacounty.org](http://www.fluvannacounty.org)

## MEMORANDUM

**Date:** August 2, 2017  
**From:** Marty Brookhart – Management Analyst  
**To:** Board of Supervisors  
**Subject:** Unassigned Fund Balance

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<b>*FY17 Year End (Unaudited) Unassigned Fund Balance:</b>	<b>*\$4,840,117</b>
Less: ZXR Water. & Sewer Sys. Amend. to Agrmt. #3 (Dewberry) – 07.05.17	-\$4,500
Less: ZXR Water & Sewer Sys. Project Agreement #4 (Bowman) – 07.05.17	-\$6,880
Less: ZXR Water & Sewer Sys. Project Agreement #11 (Dewberry) – 07.05.17	-\$51,330
Less: ZXR Water & Sewer Sys. Project Agreement #5 (Bowman) – 07.05.17	-\$22,950
<b>Current (Unaudited) Unassigned Fund Balance:</b>	<b>*\$4,754,457</b>

\*Audited FY17 Year End Unassigned Fund Balance will be available upon completion of the FY17 CAFR





Culpeper District  
Louisa Residency  
Fluvanna County  
Monthly Report: August 2017

### Fluvanna Mileage, Structures

PRIMARY MILES	SECONDARY MILES	STRUCTURES	TOTAL MILES
102.34	598.62	75	700.96

### Fatal Accidents

DATE	LOCATION	ALCOHOL	RESTRAINT
01/23/2017	Route 15S, North of RTE 656 Bremono Rd (3 fatalities)	No	Yes

[Link to SmartScale Draft Funding Scenario-2018](#)

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



### Projects In Development: Preliminary Engineering

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Route 629 Deep Creek Road– Bridge Replacement (UPC:104848)	--	Project Scoping	DEC 2018
Route 53 Safety improvements at Route 618, Roundabout, (UPC:96938)	Public Hearing (June 2017)	Authorize ROW (June 2018)	NOV 2019
Route 600-618 Intersection Improvements (UPC TBD)	Adopted SSYP	Pre-Scoping	TBD
Route 53 Safety Improvements HSIP Project Rumble Strips (UPC:106955)	--	Authorize PE	2020
Deck Repair and Roadside Drainage Improvements (UPC: 109133)	--	Pre-Scoping	2018

### Projects Under Construction

Road Projects:

PROJECT	LAST MILESTONE	NEXT MILESTONE	STATUS
Route 1102 – Rural Rustic <i>Columbia District</i> (UPC:107315)	Grading and drainage complete	Surfacing Scheduled for September	Ongoing
Route 1101 – Rural Rustic <i>Columbia District</i> (UPC:109165)	Grading and drainage complete	Surfacing Scheduled for September	Ongoing
Route 1103 – Rural Rustic <i>Columbia District</i> (UPC:109167)	Grading and drainage complete	Surfacing Scheduled for September	Ongoing
Route 1106 – Rural Rustic <i>Columbia District</i> (UPC:109169)	Grading and drainage complete	Surfacing Scheduled for September	Ongoing
Route 1108 – Rural Rustic <i>Columbia District</i> (UPC:109185)	Grading and drainage complete	Surfacing Scheduled for September	Ongoing

### Road Projects

- **Route 15/53** (NFO)0015-032-752,C501 (UPC 98213) – Contractor to continue with Phase 1 & 2 Construction which includes not limited to the installation of storm drainage, sewer, stone base, concrete curb, underdrain, asphalt and pavement markings.  
Scope: Construct a rural single lane Roundabout  
Estimated Contract Completion Date: August 23, 2017
- **On-Call Pipe Replacements** PR07-967-255, N501 (UPC 106020)
- **District Wide Guardrail Repair and/or Replacement** GR07-967-269, N501 (UPC 106849)
- **District Wide ADA Compliance** (NFO)ADA7-967-317,N501 (UPC 108027)
- **On-Call District Wide Pavement Marking** TS07-967-325, N501 (UPC 108282)

### Bridge Projects

- **District Wide Bridge Deck Cleaning and Washing** (NFO) BRDG-967-241,N501 (UPC 105980)
- **District Wide Bridge Maintenance** (NFO)BRDG-967-240, N501 (UPC 105979)
- **Route 623 over Branch Venable Creek, (scheduled): Will Close for replacement September – November 2017.**

### Resurfacing Projects

- **Plant Mix Schedule/Surface Treatment Schedule:** List of 2017 routes attached.

### Traffic Engineering

#### Studies Under Review:

- Route 652 Academy Road, Traffic Safety Study (Study# 065-0652-2016069-011)
- Route 708 (Blue Ridge Dr), From Route 250 to End State Maintenance
  - VDOT Traffic Engineers performed site-visit on 6/23/17, study ongoing (Study# 065-0708-20170510-011);
- RTE 600 (S. Boston Road) at RTE 616 (Union Mills) County request to relocate Stop Bar.



- VDOT Traffic Engineers performed site-visit on 6/23/17, VDOT plans to clear vegetation within ROW on southeast corner to improve sight-distance and re-position stop bar on S. Boston Rd.;
- Route 600, Riverside Gate: VDOT Traffic Engineers performed site-visit on 06/23/17, VDOT to schedule meeting with County on site to review traffic concerns.

### Completed Studies

- Route 617 (Little Creek Rd, Solar Farm entrance study), Traffic Safety Study (065-0617-12282016-011), Speed Limit 55-MPH, RE: Coronal Development Solar Panel Farm on Rte. 617;
- Route 250, Hwy 15 west to Route 631, Troy Road. *VDOT does not recommend any changes at this time*

### County Safety and Operational Improvements:

- Route 600, Slice Rd, Abbey Rd. *VDOT planning Crosswalk, Sidewalk, ADA Ramps, Pedestrian safety with Culpeper District Traffic Engineering;*
- Village of Palmyra Traffic Circle *(The County indicated that they would seek community input, pending Board review and approval).*

### Area Land Use: 10 Permits Issued

Private Entrances: (6)

Fiber Optic: (4)

Project Name	Routes/Address	Submission Type	VDOT Received Date	Locality Due Date	VDOT Comment Date	Status	Remaining Due
Zion Station Parcel 2	250-Richmond Road, Zion Crossroads	Site Plan,	6/9/2017	7/21/2017	6/20/2017	Review Complete - Acceptable	0
Dental Office at Nahor Village	53-Thomas Jefferson Highway, Palmyra	Site Plan,	6/16/2017	7/28/2017	7/7/2017	Review Complete - Acceptable	0
Pardee & Curtain Realty LLC Minor Subdivision	608-Rising Sun Road, Palmyra	Preliminary Plat Review,	6/19/2017	8/2/2017	7/15/2017	Review Complete - Acceptable	0
The Woodson Family Subdivision	653-Three Chopt Road, Fluvanna	Preliminary Plat Review,	6/28/2017	8/10/2017	7/15/2017	Review Complete - Revision Required	0

### Maintenance Activities

VDOT crews in Palmyra and Zion Crossroads Area Headquarters have responded to **544** Work Orders in FY17. Crews completed the following activities during the past month.

- Mowing taking place county wide
- Pipe replacement on 1 routes
- Pothole/ patching repair on 6 routes

- Tree & debris removal on 7 routes
- Drainage issues worked on county wide
- Sight distance 1 route
- Ditching on 1 route
- Rural rustic 3 routes

**BOS Manual:**

[http://www.virginiadot.org/business/resources/local\\_assistance/BOSManual\\_2017.pdf](http://www.virginiadot.org/business/resources/local_assistance/BOSManual_2017.pdf)

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



**Culpeper District  
Louisa Residency**

**Fluvanna County 2017 Pavement Resurfacing**

Route	Name	From	To	Pavement Resurfacing	Cost
601	Venable	Rte. 630	Rte. 659	Surface Treatment	\$46,185
605	Shannon Hill	Rte. 659	Goochland County Line	Surface Treatment	\$31,815
606	Hells Bend	Rte. 608	End State Maint.	Surface Treatment	\$20,064
606	Rivanna Mills	End State Maint.	Rte. 609	Surface Treatment	\$3,285
608	Rising Sun	Rte. 663	Rte. 632	Surface Treatment	\$20,064
608	Rising Sun	Rte. 663	Rte. 601	Surface Treatment	\$28,512
613	Bybees Church	Rte. 630	Rte. 607	Surface Treatment	\$21,120
614	Tepee Town	End State Maint.	Rte. 612	Surface Treatment	\$24,288
617	Morris Rd	Rte. 15	End State Maint.	Surface Treatment	\$2,933
624	Holmhead Circ	Rte. 6	Rte. 6	Surface Treatment	\$7,979
624	Point of Fork	End State Maint.	Rte. 656	Surface Treatment	\$12,965
629	Deep Creek	Rte. 608	Rte. 631	Surface Treatment	\$35,376
631	Dogwood Dr	Rte. 613	Rte. 629	Surface Treatment	\$37,664
632	Ridge Rd	Rte. 15	Rte. 661	Surface Treatment	\$1,995
632	Ridge Rd	Rte. 661	Rte. 608	Surface Treatment	\$35,669
634	Mechunk Crk	End State Maint.	Rte. 600	Surface Treatment	\$19,947
637	Antioch Rd	Rte. 643	Rte. 620	Surface Treatment	\$18,109
637	Antioch Rd	Rte. 773	Rte. 643	Surface Treatment	\$35,231
638	Old Rectory Ln	Rte. 6	End State Maint.	Surface Treatment	\$6,336
639	Long Acre	Rte. 620	Rte. 640	Surface Treatment	\$49,632
644	Friendship Way	Rte. 15	Rte. 616	Surface Treatment	\$17,500
646	Hardware	End State Maint.	Rte. 6	Surface Treatment	\$40,602
647	Shiloh Church	Rte. 648	Rte. 640	Surface Treatment	\$25,813
647	Shiloh Church	Rte. 649	Rte. 648	Surface Treatment	\$14,491
654	Colverdale	Rte. 655	Rte. 656	Surface Treatment	\$39,295
656	Bremo	Rte. 6	End State Maint.	Surface Treatment	\$11,088
659	Cedar Ln	Rte. 630	Rte. 601	Surface Treatment	\$31,709
661	Rescue Ln	Rte. 632	Rte. 15	Surface Treatment	\$1,115
671	Gold Mine	Rte. 6	Rte. 6	Surface Treatment	\$31,915
688	Hidden Valley	Rte. 639	End State Maint.	Surface Treatment	\$11,733
694	Deer Ln	Rte. 654	End State Maint.	Surface Treatment	\$7,697
703	Davis Ln	End State Maint.	Rte. 624	Surface Treatment	\$2,992
710	New Fork Church	End State Maint.	Rte. 650	Surface Treatment	\$2,816
710	New Fork Church	End State Maint.	Rte. 650	Surface Treatment	\$2,992
711	Troy Woods	Rte. 600	End State Maint.	Surface Treatment	\$2,537
712	Ferncliff Farms	Rte. 659	End State Maint.	Surface Treatment	\$5,808
714	Union Church	End State Maint.	Rte. 640	Surface Treatment	\$1,760
715	Stag	Rte. 694	End State Maint.	Surface Treatment	\$1,408
6		Rt. 15	.35 Mi. E. Rt. 656	Plant Mix	\$468,786
6		.83 Mi. Rt. 656 East Int.	Goochland County Line	Plant Mix	\$219,537
6		Rt. 15	Rt. 659	Plant Mix	\$20,317
53		2.0 Mi. E Rt 660	Rt 15	Plant Mix	\$405,088
15		.25 N. of S. Int. Rte. 6	Rte 6 N. Int.	Plant Mix	\$264,781
15		Rte 6 N. Int.	Rte. 673	Plant Mix	\$514,089
15		Rt. 655	.25 N. of S. Int. Rte. 6	Plant Mix	\$230,169
15		Rte 6 N. Int.	Rte. 673	Plant Mix	\$6,642

**Grand Total: \$2,841,848**