



FLUVANNA COUNTY BOARD OF SUPERVISORS ORGANIZATIONAL & REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building
January 10, 2018, at 4:00 pm

TAB AGENDA ITEMS

1 - CALL TO ORDER

2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

2018 Organizational Meeting of the Fluvanna County Board of Supervisors

- L Election of Chair
- M Election of Vice Chair
- Mc Adoption of a Resolution Entitled "Organizational Meeting of the Fluvanna County Board of Supervisors 2018"
- N Adoption of 2018 Regular Meeting Calendar
- O Adoption of Board Bylaws and Rules of Practice and Procedures
- P Appointment of Board of Supervisor Members to Boards, Commissions, and Committees

Regular Meeting

3 – ADOPTION OF AGENDA

4 – COUNTY ADMINISTRATOR'S REPORT

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 – PUBLIC HEARING

None

7 – ACTION MATTERS

- Q Real Estate Contract of Sale Amendment—Steven M. Nichols, County Administrator
- R Information Management Policy 5.2. - Website Privacy—Steven M. Nichols, County Administrator
- S Contract For GIS System Update/Upgrade And Hosting Services—Cyndi Toler, Purchasing Officer
- T Appointment to Columbia Area Renewal Effort (CARE) Task Force—Steven M. Nichols, County Administrator

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

None.

9 – CONSENT AGENDA

- U Approval of Open Space Contract for Andrew J. Jr. & Carol A. Mills – Andrew M. Sheridan, Commissioner of the Revenue
- V Approval of Open Space Contract for Linda F. Staiger, Trustee of the Staiger Living Trust – Andrew M. Sheridan, Commissioner of the Revenue
- W FY18 Aid to Localities Funding – Fire Department—Mary Anna Twisdale, Management Analyst
- X FY18 1st & 2nd Quarter Voluntary Contributions—Mary Anna Twisdale, Management Analyst

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

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



Digitally signed by Steven M.
Nichols
Date: 2018.01.04 11:53:33 -05'00'

County Administrator Review

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

PLEDGE OF ALLEGIANCE

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

ORDER

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

PUBLIC HEARING RULES OF PROCEDURE

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

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For Persons with Disabilities – If you have special needs, please contact the County Administrator's Office at 591-1910.*



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS 2018-01-10 P.5/165
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
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 L

MEETING DATE:	January 10, 2018				
AGENDA TITLE:	Election of Chair				
MOTION(s):	I move to elect _____ as Chair of the Fluvanna County Board of Supervisors for calendar year 2018.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					XX
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board of Supervisors				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	N/A				
TIMING:	Routine				
DISCUSSION:	<p>As has been your practice in the past, the County Administrator opens the meeting and calls for the nominations for Chair, followed by voting of the members.</p> <ol style="list-style-type: none"> 1. The County Administrator shall call for nominations from the membership. 2. Any member, after being recognized by the County Administrator, may place one or more names in nomination and discuss his or her opinions on the qualifications of the nominee(s). 3. When all nominations have been made, the County Administrator shall close the nominating process and call for the vote. 4. Each member may cast one vote for any one nominee. 5. A majority of those voting shall be required to elect the officer. <p>Upon the election of the Chair, the elected chair will then call for the nomination and election of the Vice Chair. The Annual Organizational meeting of the Board will be conducted first and then move to the Regular meeting and conduct of business.</p>				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	Code of Virginia § 15.2-1422. Electing a chairman and vice-chairman; mayor and vice-mayor				
ENCLOSURES:	Code of Virginia: Information regarding Annual Organizational meeting of the Board of Supervisors.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

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

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

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB M

MEETING DATE:	January 10, 2018				
AGENDA TITLE:	Election of Vice Chair				
MOTION(s):	I move to elect _____ as Vice Chair of the Fluvanna County Board of Supervisors for calendar year 2018.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					XX
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board of Supervisors				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	N/A				
TIMING:	Routine				
DISCUSSION:	<p>As has been your practice in the past, the County Administrator opens the meeting and calls for the nominations for Chair, followed by voting of the members.</p> <p>Upon the election of the Chair, the elected chair will then call for the nomination and election of the Vice Chair.</p> <p>The Annual or Organizational meeting of the Board will be conducted first and then move to the Regular meeting and conduct of business.</p>				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	Code of Virginia § 15.2-1422. Electing a chairman and vice-chairman; mayor and vice-mayor				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

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

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

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB Mc

MEETING DATE:	January 10, 2018				
AGENDA TITLE:	Resolution/Organizational Meeting of the Fluvanna County Board of Supervisors				
MOTION(s):	<p>I move to adopt the resolution entitled "Organizational Meeting of the Fluvanna County Board of Supervisors 2018" which designates the location, day, and time of meetings.</p> <p>Meeting Place:</p> <ul style="list-style-type: none"> · Circuit Courtroom of the Fluvanna County Courts Building <p>Meeting Times:</p> <ul style="list-style-type: none"> · Day Meetings begin at 4:00 p.m. and end at 8:00 p.m., unless extended · Night Meetings begin at 7:00 p.m. and end at 11:00 p.m., unless extended · When scheduled, Work Sessions begin at 4:00 p.m. prior to the regular evening meeting 				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					XX
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board of Supervisors				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Routine				
DISCUSSION:	During the month of July, only one meeting will be held on the first Wednesday starting at 4:00 p.m., breaking for dinner, then reconvening at 7:00 p.m. for public hearings.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Resolution				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia
RESOLUTION No. 01-2018

**A RESOLUTION RECOGNIZING THE 2018 ORGANIZATIONAL MEETING
OF THE BOARD OF SUPERVISORS**

At the annual Organizational Meeting of the Fluvanna County Board of Supervisors held in the Fluvanna County Courts Building at 4:00 PM on Wednesday, January 10, 2018, the following resolution was adopted by the Board of Supervisors, the vote being as shown below and recorded in the minutes of the meeting.

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

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

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors that it does hereby designate the Circuit Courtroom in the Fluvanna Courts Building as its meeting place for Regular Meetings to be held on the first Wednesday of each month at 4:00 p.m. and the third Wednesday of each month at 7:00 p.m., except for the month of July when the only meeting shall be on the first Wednesday starting at 4:00 p.m., breaking for dinner, then reconvening at 7:00 p.m. for additional business or public hearings. When scheduled, Work Sessions will generally be held the third Wednesday of each month at 4:00 p.m. prior to the regular meeting.

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

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at the annual Organizational Meeting of the Board held on the 10th day of January, 2018;

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

A Copy, teste:

Kelly Belanger Harris
Clerk to the Board of Supervisors
Fluvanna County, Virginia

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB N

MEETING DATE:	January 10, 2018				
AGENDA TITLE:	Board of Supervisors 2018 Regular Meeting Calendar				
MOTION(s):	I move to adopt the 2018 Board of Supervisors' Regular Meeting Calendar as presented.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					XX
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board of Supervisors				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Routine				
DISCUSSION:	<p>This action serves to publish the regular meeting schedule of the Board during 2018. Two meeting dates will be changed from the usual schedule due to holidays:</p> <ul style="list-style-type: none"> • Jul 11 (2nd Wed) • Nov 20 (Tues) 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Board of Supervisors 2018 Regular Meeting Calendar				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



2018 Regular Meeting Calendar

Fluvanna County Board of Supervisors
All Meetings on Wednesday (unless otherwise noted)

Date	Regular Meetings	Work Sessions (When Scheduled)
Jan 10 (2 nd Wed)	4:00 pm	
Jan 17	7:00 pm	4:00 pm
Feb 7	4:00 pm	
Feb 21	7:00 pm	4:00 pm
Mar 7	4:00 pm	
Mar 21	7:00 pm	4:00 pm
Apr 4	4:00 pm	
Apr 18	7:00 pm	4:00 pm
May 2	4:00 pm	
May 16	7:00 pm	4:00 pm
Jun 6	4:00 pm	
Jun 20	7:00 pm	4:00 pm
Jul 11 (2 nd Wed)	4:00 pm & 7:00 pm	
Aug 1	4:00 pm	
Aug 15	7:00 pm	4:00 pm
Sep 5	4:00 pm	
Sep 19	7:00 pm	4:00 pm
Oct 3	4:00 pm	
Oct 17	7:00 pm	4:00 pm
Nov 7	4:00 pm	
Nov 20 (Tues)	7:00 pm	4:00 pm
Dec 5	4:00 pm	
Dec 19	7:00 pm	4:00 pm

Adopted this 10th day of January 2018 by the Fluvanna County Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB O

MEETING DATE:	January 10, 2018				
AGENDA TITLE:	Board of Supervisors' Bylaws and Rules of Practice and Procedures				
MOTION(s):	I move to readopt the current Board of Supervisors' Bylaws and Rules of Practice and Procedures.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					XX
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board of Supervisors				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Routine				
DISCUSSION:	The current Board of Supervisors' Bylaws and Rules of Practice and Procedures are presented for consideration.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Board of Supervisors' Bylaws and Rules of Practice and Procedures				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS



2018 BYLAWS AND RULES OF PRACTICE & PROCEDURES

Adopted
PENDING

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Fluvanna County Board of Supervisors BYLAWS AND RULES OF PRACTICE AND PROCEDURES

I. CREATION. Fluvanna County Board of Supervisors, hereinafter called the Board, is an elected body provided by the Code of Virginia, Section 15.2-1400. It consists of five members with one elected from each of the five Election Districts.

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

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

IV. RULES

A. These Bylaws and Rules of Practice and Procedures ("Rules") are adopted and shall apply to the Board of Supervisors of Fluvanna County. These Rules are intended to expedite transaction of the business of the Board of Supervisors in an orderly fashion. The Bylaws and Rules are deemed to be procedural only. The failure strictly to observe application of the Rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with law.

B. All meetings and business shall be conducted in accordance with these Rules, Robert's Rules of Order Newly Revised (11th Edition), and the law of Virginia. In the event of conflict, the law of Virginia shall govern. A decision of the Chair with respect to the interpretation, applicability, or enforcement of these Rules may be overruled by a majority vote of the Members present and voting.

C. Except as otherwise provided by law, any rule of the Board may be suspended temporarily, upon approval of the majority of the Board members present and voting. The temporary suspension shall apply only to the matter under immediate consideration and, in no case, shall it extend beyond an adjournment.

D. No rule of the Board shall be adopted or amended except by majority vote of the Board.

V. CONSTRUCTION. As used in these Rules, the masculine shall include the feminine and the singular the plural unless otherwise specified herein. The word "shall" is mandatory and not discretionary; the word "may" is permissive and discretionary. The word "approve" shall be considered to be followed by the words "or disapprove".

VI. DEFINITIONS. As used in these Rules, the following terms are defined:

A. Action of Record. An action taken or decision made by the Board recorded in the Minutes of the Meetings. Except as otherwise required by law, an Action of Record may take the following forms:

1. Motions and seconds with the recorded votes of the members.
2. Consensus agreement of the Board without vote by the Board.
3. Directive of the Chair in the exercise of that office during the conduct of an official meeting of the Board.

B. Board. The Fluvanna County Board of Supervisors.

C. County Code. The Code of Fluvanna County.

D. Directive. An exercise of discretionary authority granted to the Chair from the Board empowering the Chair as follows:

1. To enforce the protocols of these Rules for the conduct of business and discourse before the Board to ensure proper decorum, civility, fairness and order.
2. To cause the removal of any person or persons without charge of civil or criminal offense for misconduct, disruption or disturbance of a meeting of the Board of Supervisors consistent with adopted policies and procedures of the Board.
3. To charge any person or persons with civil or criminal offenses pursuant to federal, state or local laws for the misconduct, disruption or disturbance of a meeting of the Board.

E. Item of Business. A matter to be presented before the Board at an official meeting, specified on the Meeting Agenda or modification thereof, and which may be subject to an Action of Record.

F. Meeting or Official Meeting. Any Annual Organizational, Regular, or Special Meeting of the Board of Supervisors. The following terms may also be used to further define and specify purposes for meetings. Meetings as defined herein are not exclusive of each other and may be concurrently conducted.

1. Annual Organizational Meeting: Pursuant to § 15.2-1416 of the Virginia Code, the Board's first meeting in the month of January. The County Administrator shall preside during the election of the Chair of the Board.

2. Joint Meeting: A Joint Meeting may be conducted simultaneously with one or more public bodies for the purpose of review, inquiry and discussion of matters of mutual interest or in the interest of expedient disposition of public business matters. Action of record may be taken at said meeting, and a quorum of both the Board and other body(ies) is required to Call to Order and conduct a Joint Special Meeting.

3. Public Information Meeting: A Public Information Meeting shall be limited to the dissemination of information to and/or from the public where the Board of Supervisors will take no Action of Record at said meeting. A quorum of the Board of Supervisors is not required to Call to Order and conduct a Public Information Meeting. Public Information Meetings may be called in the name of the Board of Supervisors or administratively by the County Administrator.

4. Public Hearing: A public hearing shall be conducted at said meeting and the Board of Supervisors may take Action of Record on such matters as may arise from the Public Hearing. A quorum of the Board of Supervisors is required to Call to Order and conduct a Public Hearing.

5. Recessed Meeting: A meeting conducted at a date, place and time set by the Board of Supervisors as a continuation of a previously held meeting. A Recessed Meeting shall be scheduled no later than the date of the next Regular Meeting.

6. Rescheduled Meeting: A Rescheduled Meeting shall be for the purpose of conducting a meeting of the Board of Supervisors where, by virtue of necessity or at the discretion of the Board of Supervisors, the originally scheduled meeting cannot be conducted on its prescribed date or time or at its prescribed location pursuant to these Rules. Action of Record may be taken on any Item of Business presented at a Rescheduled Meeting, and a quorum of the Board of Supervisors is required to Call to Order and conduct a Rescheduled Meeting.

7. Work Session Meeting: A Work Session Meeting shall be for the purpose of in-depth review, inquiry and discussion of specified Items of Business where Action of Record may be taken by the Board of Supervisors. A quorum of the Board of Supervisors is required to Call to Order and conduct said meeting. Work Session Meetings may also be called and scheduled for the purposes of presentations to the Board of Supervisors for educational and informational purposes.

G. Primary Motion. The first motion presented following informal discussion of any Item of Business at a Board meeting.

H. Substitute Motion. A motion presented succeeding and in lieu of a primary motion on any Item of Business at a Board meeting.

I. Virginia Code. The 1950 Code of Virginia, as amended.

VII. BOARD CHAIR

A. At the first meeting of the year, the Board selects one of its members to serve as Chair. The Chair is a voting member and serves for one year, or until his successor shall be elected and qualify as such.

B. The Chair, when present, shall preside at all meetings of the Board and shall take the Chair at the hour appointed for every Board meeting and shall immediately call the members to order and, except in the absence of a quorum, shall proceed with the business of the Board in the manner prescribed by these Rules. The Chair shall preserve order and decorum and shall decide all questions of order.

C. Upon the death, resignation or other permanent disability of the Chair to fulfill the duties of his office, the Board shall elect a new Chair at its next regularly scheduled meeting or as soon thereafter as possible.

VIII. BOARD VICE CHAIR

A. At the first meeting of the year, the Board selects one of its members to serve as Vice Chair. The Vice Chair is a voting member and serves for one year, or until his successor shall be elected and qualify as such.

B. In the absence, or inability to act, of the Chair, the Vice Chair shall have and exercise all the powers and duties of the Chair.

IX. BOARD MEMBERS

A. Notification of Absence. If any Board member is unable to attend a meeting, all reasonable effort shall be made to notify the Chair and the County Administrator as soon as possible to ensure there are sufficient members present and voting to consider all agenda items. The County Administrator shall continue an agenda item if there will not be a sufficient number of Board members present and voting at the meeting to approve the item.

B. Conflicts of Interest. At such times a Board member may find himself with a conflict of interest, the Board member shall state the nature of the conflict of interest prior to an issue being heard and shall remove himself from the meeting. The member shall not vote or in any manner act on behalf of the board with respect to the issue for which a conflict has been declared, until such time as the issue has been decided. The member shall not attend any portion of a closed meeting authorized by the Virginia Freedom of Information Act when the issue is discussed; and will not discuss the issue with other governmental officers or employees in their official capacity at any time.

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

as the Board. The County Administrator, or a designated representative, shall attend each meeting of the Board and shall provide such information to the Board as necessary to assist Board members in their deliberations and decision making.

XI. CLERK FOR THE BOARD. The Executive Assistant to the County Administrator is appointed and shall serve as Clerk for the Board per Section 15.2-1538.

XII. COUNTY ATTORNEY. The County Attorney shall perform the duties set forth in Code Section 15.2-1542. The County Attorney or his deputy or assistant county attorney designated by him shall attend each meeting of the Board and shall serve as adviser to the Board on issues of law relating to the Board's business. The County Attorney assists the Board in analyzing the facts, provides advice and action in legal matters, and represents the Board in civil actions.

XIII. PARLIAMENTARY PROCEDURE. The County Attorney shall serve as the Parliamentarian for the purpose of interpreting these Bylaws and Rules of Procedure and Robert's Rules of Order as may be directed by the Chair, or as required as a result of a point of order raised by any one or more Board members. If the County Attorney is unavailable, the County Administrator shall serve as the Parliamentarian.

XIV. QUORUM FOR THE EXERCISE OF BOARD BUSINESS. A majority of the Board shall constitute a quorum for the purpose of conducting Board business.

XV. MEETINGS

A. Regular Meeting Schedule

1. Meetings are held on the first Wednesday of each month at 4:00 p.m. and on the third Wednesday of each month at 7:00 p.m. in the Fluvanna County Circuit Courtroom.

2. Meetings held on the first Wednesday will adjourn/recess no later than 8:00 p.m., and meetings held on the third Wednesday will adjourn/recess no later than 11:00 p.m.

3. The Board, at its pleasure, may continue its meeting beyond the normal adjournment/recess time, by majority vote of the board members present and voting.

4. Meetings shall start at the appointed time, and if the Chair is not present, the Vice Chair shall preside.

5. If neither the Chair nor the Vice Chair is present, the County Administrator shall call the meeting to order and preside for the election of a temporary Chair.

B. Work Sessions Schedule. When needed, Work Sessions are held on the third Wednesday of each month at 4:00 pm, prior to the 7:00 pm Regular Meeting, in the Fluvanna County Circuit

Courtroom, unless another location is announced. Other days/times may be scheduled by majority consent of the Board.

C. Closed Meetings

1. Closed Meetings will be held as needed, but may only be convened in conformance with Section 2.2-3711 of the Code of Virginia (1950), as amended.

2. No resolution, ordinance, rule, contract, regulation, or motion agreed to in a Closed Meeting shall become effective until the Board reconvenes in an Open Session and takes a vote of the membership on such resolution, ordinance, rule, contract, regulation, or motion which shall have its substance reasonably identified in the open meeting.

3. At the conclusion of a Closed Meeting, the Board shall reconvene in Open Session immediately thereafter and shall take a roll call vote certifying that to the best of each member's knowledge:

a. Only public business matters lawfully exempted from Open Session requirements were discussed; and

b. Only public business matters identified in the motion convening the Closed Meeting were heard, discussed or considered.

Any member who believes that there was a departure from the above requirements shall so state prior to the vote, indicating the substance of the departure that, in his judgment, has taken place.

4. The failure of the certification to receive the affirmative vote of a majority of the members present and voting during the Closed Meeting shall not affect the validity or confidentiality of the Closed Meeting with respect to matters considered therein in compliance with the Freedom of Information Act.

5. The Board may permit non-members to attend a Closed Meeting if their presence will reasonably aid the Board in its consideration of an issue. Except as otherwise directed by the Board, the County Attorney and the County Administrator shall attend all Closed Meetings.

D. Special Meetings. The Board may hold Special Meetings as it deems necessary, at such times and places as it finds convenient, and may adjourn such special meetings from time to time as it finds convenient and necessary. Special Meetings shall be called and scheduled per §15.2-1418.

XVI. AGENDA ITEM SUBMISSION

A. All agenda items are due to the Clerk for the Board by COB Tuesday the week before the Board meeting, with the exception of presentations which are due by COB Tuesday the week of the meeting.

B. All agenda items require a *BOS Agenda Item Staff Report*. Staff Report and motion samples are available in the "Library/00-BOS Submissions" folder under "Procedures and Formats."

C. Copy all files into the "Library/00-BOS Submissions" folder (if you do not have access to the county's shared drive, email the materials to clerk@fluvannacounty.org).

D. Items can be in any file format (e.g., doc, docx, pdf, ppt, pptx, xls, xlsx)

E. NO paper copies of requested Agenda Items are required.

F. Name the submission files as follows:

For Agenda Category:	Name Your File:
06 Public Hearing	06-Short title of item similar to agenda
07 Action Matters	07-
08 Presentations	08-
09 Consent Agenda	09-
10 Unfinished Business	10-
11 New Business	11-

XVII. AGENDA PREPARATION

A. The Clerk, under the direction of the County Administrator, shall prepare the agenda for meetings.

B. The County Administrator may at his discretion, and individual Board members may by request to the County Administrator, place matters of business on the Agenda according to the schedule in paragraph XVI.A above for discussion, information and/or action by the Board as are germane to the affairs and interests of the Board and county. However, this does not prevent the County Administrator or Board members, at their discretion, from having items included which are received after the regular cutoff date.

C. Any Constitutional Officer, department head, agency head, or citizen may also submit items for Agenda consideration provided such requests are received in advance according to the schedule in paragraph XVI.A above.

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

E. If the County Administrator considers a requested agenda item not appropriate for consideration by the Board, he shall inform the Chair for a decision. This does not prevent retaining the item on the agenda by majority consent of the Board.

F. The Chairman and County Administrator shall style routine, non-controversial matters requiring Board action on a Consent Agenda. Items may be removed from the Consent Agenda and placed on the Regular Agenda at the request of any Board member present. Only one motion is necessary to adopt all recommendations and action items on the Consent Agenda.

G. The Clerk for the Board shall submit the draft agenda to the Chair on the Wednesday in the week before a regularly scheduled meeting for the Chair's review and approval. Agendas for special or other meetings may have the preparation and approval timeline modified to accommodate the available timeframe.

H. Issues for which actions will be required shall normally have all materials in the agenda package for advance study.

I. The Board agenda and related materials shall be received by each member of the Board and the County Attorney not later than the Friday before the scheduled regular meeting. The Clerk for the Board may request an adjustment to the delivery schedule due to special circumstances.

J. The Clerk shall prepare extra copies of the agenda and shall make the same available to the public and the press in the Office of the County Administrator, the Public Library, and on the County website. The Clerk shall also have at least one hard copy available at each regular meeting.

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

1 – Call to Order
2 – Pledge of Allegiance and Moment of Silence
3 – Adoption of Meeting Agenda
4 – County Administrator's Report
5 – Public Comments #1
6 – Public Hearing
7 – Action Matters
8 – Presentations
9 – Consent Agenda

10 – Unfinished Business
11 – New Business
12 – Public Comments #2
13 – Closed Meeting (as needed)
14 – Adjourn

XIX. CONDUCT OF BUSINESS

A. Basic Principles: The following principles should be observed at all times in the transaction of public business before the Board.

1. Only one subject may claim the attention of the Board at one time.
2. Each item presented for consideration is entitled to full and free discussion.
3. Every member has rights equal to every other member except as to procedural matters within the competence of the Chair.
4. The will of the majority must be carried out, and the rights of the minority must be preserved.
5. The personality and desires of each member should be merged into the larger unit of the Fluvanna County Board of Supervisors.

B. The Board shall adopt an agenda for each meeting by recorded vote of a majority of the Board members present and voting. The adoption of the agenda shall be the first item for action following the Call to Order, Pledge of Allegiance, and Moment of Silence.

C. Items shall be heard in order of the agenda, except as the Board decides when adopting the agenda and that the Board may vote to call up any matter at any time.

D. Except as provided in subsection F. of this Section XX, the Board shall take no Action of Record on any matter that is not on the Meeting Agenda unless a modification to the Meeting Agenda is requested at the time of Approval of the Agenda. Modification of the Meeting Agenda requires a majority vote of Board members present and voting.

E. The Board shall consider all items on the agenda before taking any other items, unless an unlisted item is brought by majority consent of the Board members present and voting.

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

G. Exhibits before the Board shall become the property of the Board and shall be filed with the Clerk and shall be deemed a part of the record of the meeting at which submitted.

H. Citizens shall not speak at a meeting until they are recognized. Citizens shall request recognition by addressing "Mr. Chair" or "Madam Chair" (as appropriate), stating their name, their address, and awaiting acknowledgment by the Chair. The Chair may permit a dialogue without individual recognition between members of the Board or between a member and a citizen if such dialogue is orderly and contributes to the expeditious conduct of business.

I. Should it be desired by the Chair, any member, or by the County Administrator, the member making a resolution shall reduce the same to writing and deliver it to the County Administrator's Office. The Clerk shall take down verbal resolutions as accurately as possible to reflect the intent of the Board.

J. Prior to initiating a public hearing, the Chair shall recount, either verbatim or by reference, the rules under which the hearing shall be operated, but the Board may amend the rules during the hearing by giving notice of the change to those gathered (e.g., a change to the time limitation for individual speakers).

K. At the beginning of the public hearing, the Chair shall call upon the County Administrator or the other staff member handling the matter at hand to present a description of the issue placed before the hearing, or the Chair may do so himself.

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

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

N. The Board of Supervisors has set forth the following rules for time limits for various agenda items or comments from the public, unless modified by majority consent of the Board:

1. Action Item presentations shall be limited to thirty (30) minutes.
2. Presentations shall be limited to ten (10) minutes.
3. Public Comments shall be limited to five (5) minutes per individual.

O. Once a notice for Public Hearing has been advertised (regardless of the nature), the Public Hearing will be conducted, unless the Board formally defers the matter to a future meeting. The postponement or cancellation of a public hearing shall be as follows:

1. Any public hearing scheduled for a Board of Supervisors meeting that has been publicly advertised shall not be postponed based on a request from a non-County government entity or person absent extreme mitigating circumstances. The Chair, with concurrence of the County Administrator, will determine when such circumstances exist. If mitigating circumstances exist, the petitioner will bear any cost incurred by the County in providing public notification of the change and for the cost of advertising the new date of the hearing.

2. The Chair, with the concurrence of the County Administrator, shall have the authority to postpone a public hearing based on the weather or other extraordinary circumstances.

3. In all cases, County staff will ensure all Board members are provided timely notification of schedule changes. Further, staff will ensure the public and general news media are notified of changes to schedules which have been announced in public. The public hearing shall be rescheduled, if appropriate, and advertised as required by law.

XX. MOTIONS

A. Motions by Board members shall require a second.

Exceptions. The following do not require a second:

- To Raise a Question of Privilege
- Questions of Order
- Objection to the Consideration of a Question
- Call up Motion to Reconsider
- Nominations
- Leave to Withdraw a Motion
- Inquiries of any kind

B. Motions shall not be formally discussed prior to being duly seconded.

C. After a motion is properly made and seconded, the Chair shall restate the motion and open the floor to discussion.

D. The Chair shall routinely refrain from making or seconding motions in order to fairly and impartially preside over the Board deliberations and discussion. In any case, the Chair shall not make or second a motion without first temporarily surrendering the chair to the Vice Chair, if present and willing to temporarily accept the gavel, or to another member present and willing to temporarily accept the gavel. In such event, he should not resume the chair until the motion is decided.

E. A maker of a motion may not speak against his motion.

F. The Chair shall call for and cause the vote to be recorded after the motion is properly made before the Board, has been seconded, and has been duly discussed. Any member believing a motion has been duly discussed may move or call for the previous question. Such motion shall not be debatable. However, if any member objects, the Chair shall call for a vote on the motion calling for the previous question. If that motion carries, the Chair shall proceed to call for the vote on the motion before the Board. If the motion calling for the previous question is defeated, the debate on the main motion shall continue.

G. A substitute motion may be made by any member to any motion properly on the floor. Once seconded, the substitute motion shall take precedence and all debate or action on the existing motion shall cease until the substitute motion is decided. Debate on a substitute motion is permissible. If the substitute motion is passed by a majority vote of the members then present and voting, the original motion is supplanted by the substitute motion. A second substitute motion can be made only after the first substitute motion is decided by vote of the Board.

H. When a motion is made and then cannot obtain a second, the motion will die for lack of a second and does not require a vote. However, in the event that a motion which is not seconded is nevertheless voted on by the Board and passes by a majority of the members present and voting, the failure of a second shall not invalidate the adoption of such motion.

I. Defeated Motions

1. Same Meeting: A defeated motion can be brought back for consideration at the same meeting if the members present agree to do so by a majority vote. Only a member who voted on the prevailing side may make the motion to reconsider the issue. The rule restricting renewal of a motion in the same session does not apply to a motion that died for lack of a second.

2. Subsequent Meeting: Except as otherwise provided by law, a defeated motion that is still applicable can be re-introduced at a subsequent meeting as new business (under the normal process for new business).

XXI. VOTING

A. All Actions of Record must be approved by vote unless there is unanimous consent.

B. When the question is called and there is no dispute, the Chair shall call for the vote.

C. Whenever any member wishes to abstain from voting on any question, he shall so state and, if because of a conflict, shall indicate in accordance with the Virginia Conflict of Interests

Act, Virginia Code § 2.2-3100 et seq., and his abstention shall be announced by the Chair and recorded by the Clerk.

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

E. The Clerk shall record the name of each member voting and how he voted.

F. A tie vote fails. The Board does not designate a tiebreaker pursuant to § 15.2-1421 of the Virginia Code.

G. Except as otherwise provided by law, motions shall be carried by a majority of the members present and voting in the affirmative (§15.2-1420), except that a majority affirmative vote of all members shall be required for any appropriation exceeding \$500.00, the imposition of taxes, and the authorization for borrowing money.

XXII. RECORDING OF MEETINGS. The Clerk for the Board shall record each regular meeting. These recordings are the property of the Fluvanna County Board of Supervisors and are public records as provided by the Virginia Freedom of Information Act. Interested persons may listen to the recordings on the County website or in the County Administrator's office, or may obtain copies of the recording by making appropriate arrangements with the County Administrator's office. Costs will be borne by the person making the request. The original recordings shall not be borrowed or removed from the County Office Building, except under the specific prior authorization of the County Administrator.

XXIII. ORDERLY CONDUCT

A. It shall be the duty of the Chair to maintain order and decorum at meetings. The Chair, when presiding at a meeting of the Board, without vacating the chair, shall refer any point of order to the Parliamentarian.

B. In maintaining decorum and propriety of conduct, the Chair shall not be challenged and no debate shall be allowed until after the Chair 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 to discuss the matter by majority vote of the Board members present and voting.

C. No member or citizen shall be allowed to use defamatory or abusive language directed at any member of the Board or other person, to create excessive noise, or in any way incite persons to use such tactics. The Chair shall be the judge of such breaches, however, the Board may by majority vote of the Board members present and voting to overrule the judgment of the Chair.

D. When a person engages in such breaches, the Chair may order the person's removal from the building, or may order the person to stand silent, may order the person removed from the County property, and may, at his discretion, bring formal charges for disruption of a public meeting.

XXIV. AD HOC COMMITTEES. Ad hoc committees will be appointed by the Chair as needed. Constitutional Officers may be appointed to committees.

XXV. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES (BCC)

A. The Board may appoint such advisory boards, committees and commissions as it may deem necessary pursuant to Code Section 15.2-1411.

B. Information on all nominees for such appointments, whether to represent the County as a whole or a particular election district, shall be included in the Board package for the meeting at which the appointment will be considered. It shall be the policy of the Board as a whole to scrutinize and agree upon all appointees to represent the County in any capacity.

C. Appointments shall generally not be made more than 45 days prior to the commencement of a term for which the appointment is made.

XXVI. OFFICIAL BOARD TRAVEL

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

B. A Board member shall obtain advance Board approval for official out-of-state travel.

C. A report and accounting of funds shall be made for all travel for which the Supervisor is requesting payment or reimbursement from County funds.

XXVII. APPROVAL OF CERTAIN CHECKS, AUTHORIZATION TO SIGN WITH STAMP

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

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

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB P

MEETING DATE:	January 10, 2018				
AGENDA TITLE:	Appointment of Board of Supervisor Members to Boards, Commissions and Committees				
MOTION(s):	I move to make the following Supervisor appointments to various boards and commissions for terms effective January 1, 2018, through December 31, 2019: _____.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					XX
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board of Supervisors				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	N/A				
TIMING:	The terms will be effective January 1, 2018 and expire on December 31, 2019, unless otherwise changed.				
DISCUSSION:	Every two years in even years, the Board determines Board member assignments on various Boards, Commissions and Committees.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Upcoming and current appointments				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Fluvanna County BOS Board, Commission, and Committee Assignments

Board	2018-19 Member	Frequency	Day	Time	Location	2016-17 Member	2014-15 Member	2012-13 Member
Agricultural/Forestal Advisory Committee		As Needed	TBD	TBD	TBD	Weaver	Weaver	Weaver
Audit Committee		As Needed	TBD	TBD	TBD	Weaver	Weaver	Weaver
Columbia Area Renewal Effort (CARE) Task Force		Monthly (As Needed)	3rd Monday	7:00 PM	Fluvanna Community Center	Sheridan	Sheridan	Kenney
Community Policy Management Team (CPMT)		Monthly	4th Tuesday	9:30 AM	DSS Boardroom, Carysbrook	Booker	Booker	Booker
Emergency Services Director (Chair or COAD - § 44-146.19)	County Administrator	As Needed	N/A	N/A	N/A	County Administrator	Booker	Kenney
Finance Board (Chair)	Chair	Monthly (As Needed)	1st Tuesday	2:00 PM	Morris Room, County Admin Bldg	Sheridan	Booker	N/A
Fluvanna Partnership for Aging Committee (Discretionary)		Odd Months	4th Monday	4:00 PM	Fluvanna County Library	Booker	N/A	N/A
Fork Union Sanitary District Advisory Committee		Odd Months	4th Tuesday	7:00 PM	Fluvanna Community Center	Booker	Booker	Booker
Parks & Recreation Advisory Board		Odd Months	2nd Tuesday	4:30 PM	Morris Room, County Admin Bldg	Sheridan/Booker	Sheridan	Booker
Piedmont Workforce Investment Council		Quarterly (Mar, Jun, Sep, Dec)	Days Vary	1:00 PM	Best Western, Ruckersville	O'Brien	O'Brien	Kenney
Planning Commission		Monthly	1st Tuesday before 2nd Wed	7:00 PM	Fluvanna County Circuit Court Room	O'Brien	O'Brien	Chesser
Rivanna River Basin Commission (RRBC) - Mbr #1		Generally Monthly	2nd Monday	12:00 PM	TJPDC, Water Street Center, C'ville	Booker	Ullenbruch	Ullenbruch
Rivanna River Basin Commission (RRBC) - Mbr #2		Generally Monthly	2nd Monday	12:00 PM	TJPDC, Water Street Center, C'ville	Eager	Booker	Chesser
Social Services Board		Monthly	4th Monday	3:00 PM	DSS Boardroom, Carysbrook	Eager	Ullenbruch	Booker
Thomas Jefferson Planning District Commission (TJPDC)		Monthly	1st Thursday	7:00 PM	TJPDC, Water Street Center, C'ville	O'Brien	O'Brien	Chesser
Virginia Association of Counties (VACo) Legislative Contact (Chair)	Chair	As Needed	N/A	N/A	N/A	Sheridan	Booker	Kenney
Youth Advisory Council (YAC)		Monthly	1st Monday	7:00 PM	Fluvanna County Library	Booker	Booker	Booker

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB Q

MEETING DATE:	January 10, 2018				
AGENDA TITLE:	Real Estate Contract of Sale				
MOTION(s):	<p>I move to approve amendment of the Real Estate Contract of Sale approved by the Board of Supervisors on May 17, 2017, to purchase the parcels identified on the tax maps of the County of Fluvanna, Virginia as Parcels 54A-1-63 and 54A-1-63A, with such amendment to remove Parcel 54A-1-63A from the transaction, and to reduce the total purchase price from \$22,000 to \$15,750, and authorize the County Administrator to execute the contract, subject to approval as to form by the County Attorney, and to carry out all rights and responsibilities of the County in connection with the contract. I further move to accept the deed or deeds delivered pursuant to the contract, subject to approval as to form by the County Attorney, and authorize the County Administrator to execute the County's acceptance in accordance with Virginia Code Section 15.2-1803.</p>				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Steve Nichols, County Administrator				
PRESENTER(S):	Steve Nichols, County Administrator				
RECOMMENDATION:	Approval.				
TIMING:	Current.				
DISCUSSION:	<p>Acquisition of several parcels (with four structures) in the former Town of Columbia is part of the FEMA Hazard Mitigation Grant project. The parcels and structures are all within the 100 year flood plain. Once acquisition is complete, the four structures will be demolished.</p> <p>Following final survey of the properties being purchased, it was found that <u>Parcel -63A</u> should be removed from the transaction, as the property line has been found to be much closer to the house on -63B than expected so that there is not room for a driveway where planned by the current owner. This will also resolve the potential problem of the satellite dishes located on -63A, but belong to the house on -63B.</p>				

	<p>TJPDC has requested a change in the Scope of Work of the VDEM grant, with a proportionate reduction of the \$22,000 purchase price (for -63 and -63A together) by \$6,250 based on the relative width/area of -63A.</p> <p>Since -63A is unimproved, TJPDC and the County do not expect this change to be controversial in any way.</p>				
FISCAL IMPACT:	Full grant is approximately \$200K; \$140 federal, \$40K State, and \$10K Local contributions.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Contracts for Sale of Real Estate				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX				

CONTRACT OF SALE

THIS CONTRACT OF SALE, made this 27th day of April, 2017, by and between RICHARD T. HARRY, JR., herein called the "Seller" (whether one or more), and THE COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, herein called the "Purchaser";

WITNESSETH:

For and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Purchase of Property: The Seller agrees to sell, and the Purchaser agrees to purchase, that certain property, with the improvements thereon and the appurtenances thereto belonging, located in the former town of Columbia, Columbia Election District, County of Fluvanna, Virginia, identified as Fluvanna County Tax Map Parcels 54A-1-63 and 54A-1-63A (the "Property"). The legal description of the Property is to be determined by a survey of the Property, to be obtained by Purchaser at Purchaser's expense. Seller agrees to convey the Property by reference to such survey.

2. Purchase Price: The purchase price of the Property shall be TWENTY-TWO THOUSAND AND 00/100 DOLLARS (\$22,000.00), and such purchase price shall be paid by cash, cashier's check, certified check or wired funds at Closing (defined in paragraph 11 below), subject to prorations and other adjustments in accordance with the terms of this Contract.

3. Contingency: (a) This Contract and all of Purchaser's obligations hereunder are contingent on Purchaser determining that all aspects of the Property, including but not limited to its physical location and dimensions, are satisfactory to Purchaser, in Purchaser's sole discretion, through survey, title examination, review of the information provided by Seller as provided in paragraph 4 below, and such other investigations as Purchaser deems appropriate. In the event that any aspect of the Property is not satisfactory to Purchaser, Purchaser may terminate this Contract by giving notice in writing to Seller prior to Closing. If the Contract is so terminated, any deposit shall be repaid to the Purchaser and the parties shall have no further liability to each other hereunder except as otherwise expressly provided in this Contract. Purchaser shall pursue all investigations undertaken by Purchaser with reasonable diligence.

(b) The foregoing contingency is for the sole benefit of Purchaser and may be waived by Purchaser, in whole or in part, by a writing signed by Purchaser.

4. Seller's Documentation, Studies & Reports: Within ten (10) days after the Effective Date, Seller shall provide to Purchaser true and complete copies of any and all current leases (including hay leases), correspondence, notices, permits, current timber or service contracts, applications, authorizations, reports, studies, appraisals, surveys, soil test borings, and similar, relating to the Property, in Seller's possession or control, or notify Purchaser that no such documentation exists. Seller shall promptly furnish to Purchaser copies of any such additional information and documents which come into Seller's possession or control thereafter.

5. Access/Cooperation: During the term of this Contract the Purchaser and Purchaser's duly authorized representatives and contractors shall be entitled to reasonable access to the Property for the purpose of inspecting such Property and making surveys, examinations, measurements, soil tests, engineering and other findings, provided that such activities do not result in any material change in the present character of the Property. Seller agrees to cooperate with the Purchaser's said activities, including but not limited to providing such information as is within their knowledge in connection with a Phase I Environmental Study and any follow-up investigations, upon request.

6. Conveyance: Seller agrees to convey the Property by appropriate deed containing general warranty and English covenants of title, free and clear of all liens and indebtedness of every kind, and free and clear of any covenants, conditions, restrictions or encumbrances which would render title defective, unmerchantable, or unmarketable, including, without limitation, any lease which would prevent or inhibit occupancy by the Purchaser at Closing; provided, however, that such conveyance may be subject to utility service easements of record as of the date of this Contract that do not adversely affect the use of the Property for the purposes to which it is suited. Should title be found to be so defective and Seller is unable to correct such defects within a reasonable time, this Contract may be terminated by the Purchaser, whereupon any deposit shall be repaid to Purchaser, and the parties shall have no further liability to each other hereunder except as otherwise expressly provided in this Contract. In the event that the total cost of correcting any title defect exceeds \$1,000.00, and Seller is not in default hereunder, Seller shall have the option to (i) pay the total cost, or (ii) pay \$1,000.00 to Purchaser and refuse to pay any excess over that amount. If Seller elects (ii), Purchaser shall have the option to either accept the Property in its present condition, in which case the Seller shall pay \$1,000.00 to Purchaser at Closing, or terminate this Contract and recover any deposit. Following execution of this Contract, Seller shall not enter into any agreement affecting the Property, or grant or suffer any lien, mortgage or other encumbrance of any of the Property, contract to sell or enter into any lease of any portion of the Property, or convey any interest in any portion of the Property, including without limitation any easement or right-of-way, or initiate any governmental action with respect to the Property without the prior written consent of Purchaser, which may be granted or withheld in Purchaser's sole discretion.

7. Affidavits and Certificates: Seller shall deliver to Purchaser an affidavit on a form reasonably acceptable to Purchaser's attorney and any title insurance company used by Purchaser, that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property, or, if labor or materials have been furnished during the statutory period, that the costs thereof have been paid, and that there are no outstanding leases or other agreements with regard to, or other parties in or entitled to possession of the Property or any portion thereof and that Purchaser is solely entitled to possession of the premises at Closing. Seller shall also deliver to Purchaser applicable non-foreign status and state residency certificates and IRS certificates, and such other certificates or documents as are customary in the Charlottesville area or otherwise reasonably required by Purchaser's attorney or Purchaser's title insurance company.

8. Costs and Expenses: Seller shall pay the cost of preparation of the deed aforesaid; the deed recordation taxes normally charged sellers; all amounts necessary to convey title free and clear of all liens and indebtedness, together with all costs necessary to correct any defects found

in the title subject to the provisions of this Contract; and their own attorney's fees for all services rendered in connection with this transaction. The Purchaser shall pay all other costs of recording said deed; the cost of examining title to the Property; the premium for owner's title insurance, if desired by Purchaser; and any attorney's fees incurred by Purchaser in connection with this transaction. All taxes and charges for similar obligations, if any, shall be prorated as of the date of Closing.

9. Condition of Property: Except as otherwise provided for in this Contract, the Property shall be kept and maintained by Seller in the same condition as it was in at the time of the execution hereof, ordinary wear and tear excepted. Seller grants to Purchaser or their representative the right to made a preoccupancy or preclosing inspection to verify that the condition of the Property conforms to this Contract.

10. Risk of Loss: All risk of loss by fire or casualty shall be borne by the Seller until Closing. In the event of substantial loss or damage to the Property before Closing, Purchaser shall have the option of either (i) terminating this Contract and recovering any deposit, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property.

11. Closing; Possession: Closing shall be at the offices of Purchaser's attorney on or about June 1, 2017, or as soon thereafter as title can be examined and the papers prepared, allowing for reasonable time for the Seller to correct any defects reported by the title examiner. Possession of the Property shall be given at Closing.

12. Real estate brokers' commission; Disclosure: Seller and Purchaser each represent and warrant to the other that there have been no real estate brokers involved in this transaction and that no sales compensation or commission arising out of this transaction is owed by either of them. The provisions of this paragraph shall survive Closing or any termination of this Contract. In accordance with applicable regulations, Seller hereby discloses that the following named Seller is a real estate licensee in the Commonwealth of Virginia (if blank, "None"):

13. Condemnation: If, prior to Closing, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any portion of the Property, or sale occurs in lieu thereof, the Purchaser shall be entitled to elect either to (i) terminate this Contract, or (ii) proceed to Closing, in which event all proceeds, awards and other payments arising from any such taking or sale shall be paid to the Purchaser, with no adjustment of the Purchase Price paid at Closing. If the Purchaser elects to terminate this Contract, any deposit shall be repaid to the Purchaser and the parties hereto shall have no further obligations or liabilities to one another hereunder except as otherwise expressly provided in this Contract.

14. Representations and Warranties of the Seller: The Seller represents and warrants as of the date hereof and as of Closing, that:

(a) Public Improvements; Repairs. The Seller has no knowledge of any planned public improvement which may result in a special assessment being made against the Property. No

governmental agency has served any notice on the Seller regarding, nor does the Seller have knowledge of any planned notice requiring repairs, alterations or corrections of any existing condition on the Property.

(b) Condemnation; No Special Taxes. The Seller has no knowledge of any pending or threatened proceedings for condemnation or the exercise of the right of eminent domain as to any part of or interest in the Property or for the limiting or denying of any right of access thereto. The Seller has no knowledge of, nor has it received any notice of, any special taxes or assessments relating to the Property or any part thereof.

(c) Pending Litigation; Violations. There is no judgment, order, notice, demand, litigation, proceeding or investigation pending, or to the knowledge of Seller threatened, relating in any way to the Seller or the Property and Seller is not aware of any condition of the Property which is or could become a violation of any law, ordinance, regulation, condition or restriction applicable to the Property.

(d) No Leases, Contracts. There are no oral or written leases, licenses, or other use or occupancy agreements affecting the Property and no person or entity other than Seller has any claim to possession of the Property. The Property is not subject to any prior contracts or agreements which would limit Seller's right to perform their obligations under this Contract.

(e) Hazardous Materials. No toxic or hazardous materials (as said terms are defined in any applicable federal or state laws) have been generated, treated, used, discharged, disposed of, deposited in or on, or stored on or about the Property, and no such toxic or hazardous materials are now or will be at Closing located on or below the surface of the Property. The Property is not subject to any claim by any government regulatory agency or third party relating to the release or threatened release of any petroleum product, or any toxic or hazardous material. If any such toxic or hazardous materials or release or threatened release of any petroleum product are discovered at the Property, all costs of removal of same or expenses of defending any action brought against the Purchaser by any individual or governmental authority or agency because of same shall be borne by the Seller. Seller hereby indemnifies and agrees to hold the Purchaser harmless for and against all such costs, liabilities and damages resulting therefrom, including, without limitation, court costs and reasonable attorneys' fees. The foregoing indemnification shall survive Closing or any termination of this Contract.

(f) Road Access. The Property fronts on or has unfettered legal access to a public road (State Route 6).

(g) Underground and aboveground storage tanks. Except as disclosed below in this paragraph, there are not now and, to the best of Seller's knowledge, have never been underground or aboveground storage tanks, septic tanks or wells of any type or kind located on the Property. The following storage tanks, septic tanks and wells are located on the Property (if blank, "None"):
 _____ . All tanks or wells listed above are in full compliance with all applicable statutes, ordinances and regulations and they have not resulted in the release of any petroleum product, any hazardous or toxic substance or material, or waste of any kind. Seller will identify to Purchaser the locations of all such storage tanks, septic tanks and wells within ten (10) days after the Effective Date. In the event that any storage tanks are located on the Property, Seller will, upon the request of Purchaser, have such tanks pumped and fully emptied prior to Closing.

(h) No Bankruptcy. No bankruptcy, insolvency, rearrangement or similar action involving Seller or the Property, whether voluntary or involuntary, is pending, or to Seller's knowledge, has been threatened, and Seller has no intention of filing any such action or proceeding.

Seller shall promptly notify Purchaser of any material change with respect to the condition of the Property, any information heretofore or hereafter furnished to Purchaser with respect to the Property, and any change which would make Seller's representations and/or warranties contained herein untrue or materially misleading.

15. Default: In the event that either party shall default under this Contract, the party substantially prevailing in any litigation, in addition to all other remedies, shall be entitled to recover its costs and reasonable expenses incurred in connection with the enforcement of this Contract, including but not limited to reasonable attorneys' fees.

16. Notices: Any notice which is required or permitted by this Contract will be deemed to be sufficiently given if deposited in the U.S. Mail, first-class, postage prepaid, or delivered by hand or courier, to the parties, respectively, at the following addresses:

Seller:

Richard T. Harry, Jr
c/o Mr. and Mrs. Richard T. Harry
467 Martin Kings Road
Charlottesville, VA 22902

with a copy to:

Richard T. Harry, Jr., Esquire
P. O. Box 2141
Louisa, VA 23093

Purchaser:

Steven M. Nichols, County Administrator
County of Fluvanna
132 Main Street (P. O. Box 540)
Palmyra, VA 22963

with a copy to:

Frederick W. Payne, County Attorney
County of Fluvanna
414 East Jefferson Street
Charlottesville, VA 22902

Either party may advise the other to use a different address than that set forth above by providing a notice in a similar manner.

17. Construction; Duplicate Originals: This Contract shall be binding upon the heirs, successors and assigns of the parties, and may be amended only in writing. This Contract shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard for principles of conflict of laws, and any action or proceeding arising under this lease shall be brought in the state courts of Fluvanna County, Virginia. The language in all parts

of this Contract shall be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Contract may be executed in duplicate originals, either of which shall be equally authentic. This Contract may be signed or otherwise authenticated in any number of counterparts and by different parties to this Contract on separate counterparts, each of which, when so authenticated, shall be deemed an original, but all such counterparts shall constitute one and the same Contract. **Signatures to this Contract affixed electronically and/or delivered by facsimile, electronic mail or other electronic means shall be deemed original signatures for purposes of enforcement and construction of this Contract.**

18. **Interpretation:** When the context in which words are used in this Contract indicates that such is the intent, words in the singular number shall include the plural and vice versa, and words in the masculine gender shall include the feminine and neuter genders, and vice versa.

19. **Title and Headings; References:** Titles and headings to paragraphs and subparagraphs herein are inserted for convenience or reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Contract. All paragraph and subparagraph references in this Contract are to the paragraphs or subparagraphs of this Contract unless expressly stated to the contrary.

20. **Dates:** Any dates specified in this Contract for the performance of an obligation hereunder or the expiration of any time period hereunder which falls on a Saturday, Sunday or legal holiday shall be extended to the next day which is not a Saturday, Sunday or legal holiday. The term "days" used in this Contract shall mean calendar days, unless business days are expressly provided. For all purposes under this Contract, the term "business day" shall mean any calendar day other than a Saturday, Sunday or legal holiday.

21. **Severability:** If any term, covenant or condition of this Contract is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid or unenforceable provision had never been contained herein.

22. **Entire Agreement; Modification:** This Contract contains the entire agreement between the parties hereto relating to the Property and supersedes all prior and contemporaneous negotiations, understanding and agreements. Any amendment or modification of this Contract shall be made by written instrument executed with the same formality as this Contract. Waiver from time to time of any provision hereunder will not be deemed to be a full waiver of such provision or a waiver of any other provisions hereunder.

23. **Not Residential:** The Property is not residential property. The Property is not used for residential purposes by Seller, is not intended for residential use by Purchaser, and contains no lawful dwelling unit(s).

24. **Effective Date:** The "Effective Date" shall be the date on which a fully ratified copy of this Contract is delivered to Seller.

[Signature page follows.]

WITNESS the following duly authorized signatures and seals:

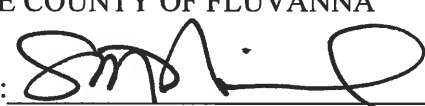
SELLER:

DATE: 4-27-17


_____(Seal)
RICHARD T. HARRY, JR.

PURCHASER:

DATE: 5/17/17

THE COUNTY OF FLUVANNA
BY: _____(Seal)
Steven M. Nichols, County Administrator

*Approved as to form:
Randall H. Hays
County Attorney
5/17/17*

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB R

MEETING DATE:	January 10, 2018				
AGENDA TITLE:	Information Management Policy 5.2, Website Privacy				
MOTION(s):	I move to approve Information Management Policy 5.2, Website Privacy, as presented.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Andy Notman, IT Director				
PRESENTER(S):	Steve Nichols, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Current				
DISCUSSION:	This is a request to approve the reformatted Website Privacy policy. No content has changed, just reformatting and numbering to match the updated County policies structure.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	Originally added to County Website on 2012				
ENCLOSURES:	Information Technology Policy 5.2 – Website Privacy				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

05. INFORMATION MANAGEMENT

5.2. Website Privacy

BOS Approved - _____

5.2.1. Collecting Information

A. What information is collected? For each visitor, the County collects the following information: the Internet Protocol (IP) address, type of browser used, the date and time of the visit, the web address from which you came to the County website, and the addresses of the pages on this web site that you visit.

B. Is any information collected automatically just by accessing this web site? The information listed above is collected automatically when you access the County's web site.

C. Providing External Links. The County provides some links on this web site that lead to resources outside the County's web site. The County is not responsible for the privacy practices of the sites that we link to. When a link on the County's web site directs you to a third party's site, you need to read that third party's privacy statement to learn of that party's privacy practices.

D. Sending Your Comments. If you have questions regarding this privacy statement, the practices of the County's web site, or your interaction with the County's web site please contact us.

5.2.2. Legal Disclaimer

A. The County of Fluvanna, Virginia (the "County"), provides this web site (the "web site") information and services "as is" without warranty of any kind, either expressed or implied. The County does not warrant the accuracy, authority, completeness, usefulness, timeliness, or fitness for a particular purpose of its information or services. The County, its officials and employees shall not be liable for any loss or injury caused in whole or part by its negligence, contingencies beyond its control, loss of data, or errors or omissions in the web site information or services.

B. The presence of external links to third party web sites should not be taken as an endorsement by the County of these sites or their content. The existence of these links should not be interpreted as County sanction, approval or authorization of the information on, or the information that is obtainable through these other sites. The County makes no guarantee or warranty, express or implied, concerning the content or accuracy of any material on any third

party sites. Nor does the County ensure the protection of the privacy of any information provided to or from any such sites.

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB S

MEETING DATE:	1/10/18				
AGENDA TITLE:	CONTRACT FOR GIS SYSTEM UPDATE/UPGRADE AND HOSTING SERVICES				
MOTION(s):	I move the Board of Supervisors approve the contract between Fluvanna County and Hurt & Proffitt, Inc., for GIS SYSTEM UPDATE/UPGRADE AND HOSTING SERVICES in the amount of \$14,850.00 for year one and further authorize the County Administrator to execute the agreement subject to the County Attorney revisions for a proper agreement and approval as to form				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		x			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		x			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Eric Dahl, Deputy County Administrator/Director of Finance				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • RFP Issued in October 2017 and closed November 2017 • 4 submissions received • Hurt & Proffitt chosen by RFP Committee • Current vendor handles GIS Web Hosting \$6,200.00 per year, Secure map service needed to support EnerGov \$1,200.00 per year, and Data Maintenance- \$600.00 per month • Another vendor handles assigning new addresses -\$900.00 per year • Included with H&P- <ul style="list-style-type: none"> ○ WebGIS Development Fee Waived ○ WebGIS Maintenance \$6,000.00/year ○ Monthly Parcel Maintenance \$1,700.00/year ○ Monthly E911 Maintenance \$1,750.00/year ○ Monthly Spillman Flex CAD Update \$700.00/year ○ Monthly Misc. GIS Maintenance\Support \$1500.00/year ○ Monthly Mapbook Updates (PDF) \$1000.00/year ○ Training \$2,200.00 One time • \$14,850.00 for year one, \$12,650.00 per year starting at year 2 • Hurt & Proffitt have been in business over 44 years, and have been providing GIS Services for over 23 years. 				

FISCAL IMPACT:	\$14,850.00 for year one, \$12,650.00 per year starting at year 2				
POLICY IMPACT:	NA				
LEGISLATIVE HISTORY:	NA				
ENCLOSURES:	Draft Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	x		x		

COUNTY OF FLUVANNA, VIRGINIA
CONTRACT FOR GIS SYSTEM UPDATE/UPGRADE AND HOSTING SERVICES

This Contract for the Geographic Information Services (“GIS”) System Update/Upgrade and Hosting Services (collectively with all exhibits hereto, the “**Contract**”), is made effective this 1st day of January, 2018 between the County of Fluvanna, a political subdivision of the Commonwealth of Virginia (“**County**”), and Hurt & Proffitt, Inc., a Virginia corporation (“**Contractor**”).

WHEREAS, the County issued that Request for Proposals # 2018-01 for Geographic Information Services (“GIS”) System Update/Upgrade and Hosting on October 27, 2017 which was amended by that Addendum #1 both of which are attached hereto as **Exhibit 1** and incorporated herein by reference as a material part of this Contract (collectively as amended the “RFP”);

WHEREAS, the Contractor submitted its response to the RFP dated November 20, 2017 which is attached hereto as **Exhibit 2** and is incorporated herein by reference as a material part of this Contract (the “Proposal”); and

WHEREAS, the County desires certain services as such are described in that RFP and the Proposal;

WHEREAS, the Contractor desires to provide such services.

Now therefore, **WITNESSETH** that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

I. EXHIBITS: The following exhibits are attached hereto and incorporated herein as material parts of this Contract:

Exhibit 1 – the RFP which includes the County’s General Terms, Conditions and Instructions to Bidders and Contractors (the “General Terms”); and

Exhibit 2 – the Proposal.

The Contractor affirms, ratifies, adopts, approves, certifies, agrees and consents to, as applicable, the documents making up its Proposal and as to the General Terms.

II. SCOPE OF SERVICES: The Contractor shall provide a comprehensive web-based GIS System upgrade/update and hosting services related thereto for both the County’s planning GIS system and the County’s E-911 system, including without limitation all those services described in the RFP, with specific reference to the “Scope of Services” being Section 3 of the RFP, and all those services described in the Proposal, with specific reference to the Scope of Services contained therein and beginning on page 10 of the Proposal (collectively all hosting, supervision, cloud-based services, technical support, labor, services, materials, software, hardware, upgrades, updates, work, training or items of any kind required for the work or necessary to perform the services described in this Contract, the RFP and the Proposal shall be the “Services”). Additional Services are defined as any optional “Additional Training” or “Consultation Services” as such is described on page 4 of the Proposal. Additional Services can

COUNTY OF FLUVANNA, VIRGINIA
CONTRACT FOR GIS SYSTEM UPDATE/UPGRADE AND HOSTING SERVICES

only be purchased by written Task Order signed by the County consistent with Article IV below. All Services and any Additional Services must be completed so as to meet or exceed the requirements of the this Contract, the RFP, the General Terms and the Proposal. All items provided and Services and Additional Services rendered under this Contract shall be done in a good and workmanlike manner of the highest professional standards and so as to pass without exception in the industry and shall be consistent with this Contract, the RFP, the Proposal, and the General terms. Contractor shall comply with applicable local, state and federal requirements while performing the Services and any Additional Services.

III. COMPENSATION: The Contractor shall be paid a total of FOURTEEN THOUSAND EIGHT-HUNDRED FIFTY AND NO/100 DOLLARS (\$14,850.00) for the Services including without limitation, all set-up, training, hosting, maintenance, and support, during the first one-year term beginning on January 1, 2018 and ending on December 31, 2018 consistent with the Pricing on page 4 of the Proposal except that (i) the Contractor has waived the one-time \$1,500.00 “WebGIS Development Fee” described on the Pricing (such fee has been waived, but the “WebGIS Development Fee” service will still be provided to the County by the Contractor); and (ii) the one-time \$2,000.00 “GIS Evaluation and Assessment” fee described on the Pricing has been deleted as such is not applicable. This Contract shall automatically renew annually thereafter for four (4) additional one (1) year terms and the Contractor shall be paid a total of TWELVE THOUSAND SIX-HUNDRED FIFTY AND NO/100 DOLLARS (\$12,650.00) for each renewal term it provides the Services in accordance with the Proposal. The County specifically waives its right to terminate for convenience under Section 56(b) of the General Terms during the initial term and the first two (2) one-year renewal terms. The Contractor shall invoice the County annually for Services on or after the 1st of the year for the initial term and each renewal. Payments shall be due within forty-five days of receipt of a valid invoice by the County. All such payments shall be made in accordance with Section 47 “Payment” of the General Terms. If Services are terminated during any one-year term (including a renewal term), the County shall only pay for those Services rendered during that term and shall receive a pro-rata refund from the Contractor for the portion of such term in which Services were not received or this Contract was terminated. Such refund must be rendered to the County by the Contractor within thirty (30) days of any termination of this Contract.

IV. TASK ORDERS FOR ADDITIONAL SERVICES:

Any Additional Services desired under this Contract shall be ordered through the issuance of a written Task Order by the County which will be accompanied by the Contractors non-binding estimate for the work and such Task Order(s) shall be considered addenda to this Contract. The process should occur as follows:

1. County will request the Contractor to provide a non-binding written estimate for the desired Additional Services that includes the labor categories and labor hour rates anticipated for the Services (hourly rates must be at or below the hourly rates shown on page 4 “Pricing” in the Proposal), start date and time of the Additional Services, duration of time the Contractor will need to complete the Additional Services and an estimate of

COUNTY OF FLUVANNA, VIRGINIA
CONTRACT FOR GIS SYSTEM UPDATE/UPGRADE AND HOSTING SERVICES

the cost of materials that will be needed to complete the Additional Services. The County may request a not-to-exceed cost for the Additional Services. All estimates and invoices must be consistent with (or less than) the hourly rates in the Proposal.

2. Upon receipt of the non-binding estimate, the County will review it for completeness and in-turn will issue a Task Order to the Contractor if the County finds the terms acceptable and wishes to engage the Contractor to complete the Additional Services.
3. The Task Order must be signed by an authorized representative of the County to be valid and binding on the County.
4. The Contractor shall have no claim for compensation greater than the approved amount in the Task Order. The Contractor(s) shall obtain prior written approval for any Additional Services that exceeds the Task Order to be compensated for such work. The County shall not be required to pay Contractor for any Additional Services not authorized by a valid Task Order hereunder or which exceeds the scope of a Task Order.
6. The Contractor shall arrive on the job site and begin the Additional Services on the date and time provided in the Contractor's non-binding estimate.

V. INVOICES FOR ADDITIONAL SERVICES:

The Contractor will be paid based on invoices submitted for any Additional Services based on the hourly rates in the Proposal (or lower rates if so agreed by the parties). Invoices shall include the following: the contract number, Task Order number, work authorization, copies of supplier invoices or inventory list for materials used for project, and total amount due. Invoices shall be submitted to the invoice-to address as specified in this Contract. Payment will be made forty-five (45) days after receipt of a proper and valid invoice, or forty-five (45) days after receipt of all goods or acceptance of work on the task order, whichever is later. Any materials, parts, or other reimbursable items for the Additional Services shall be invoiced at cost without mark-up of any kind. All Additional Services hourly work shall be billable to the County in increments of a quarter of an hour; or less if such is the regular business practice of the Contractor. Such hourly rates will be prorated accordingly. The minimum charge shall be a quarter hour or less.

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

VI. OTHER CONTRACT TERMS: The General Terms, which are a portion of the RFP and are attached hereto, are specifically incorporated herein by reference as a material part of this Contract. Where any of the provisions of the General Terms directly conflict with the Proposal, the General Terms shall control. Where any provision of the RFP or Proposal directly conflict with this Contract, this Contract shall control.

COUNTY OF FLUVANNA, VIRGINIA
CONTRACT FOR GIS SYSTEM UPDATE/UPGRADE AND HOSTING SERVICES

VII. TERM: The Contractor shall provide the Services for one (1) full calendar year with the period beginning at 12:00:00 a.m. on January 1, 2018 and ending on December 31, 2018 at 11:59:59 p.m. (the "Initial Term"). This Contract shall automatically renew for four (4) additional one (1) year terms (each a "Renewal Term").

VIII. DEFAULTS: The Contractor shall be in default hereunder if it fails to provide the Services consistent with the requirements of this Contract or if it fails to meet any of the requirements of this Contract. In the event of a default the County may in its sole discretion terminate this Contract upon notification of termination to the Contractor. In the event of termination owing to a default by the Contractor, and in addition to and without limiting any other remedies available to the County, the Contractor shall immediately refund the prorated amounts prepaid for the annual Services to the County. For additional termination provisions, please see the County's General Terms, including, but not limited to, Section 51 and 56 thereof.

IX. MISCELLANEOUS. The headings of the sections of this Contract are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This contract may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Contract. This Contract may be executed in duplicate originals, any of which shall be equally authentic. In addition to allowing electronic signatures upon an electronic copy of this Contract, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Contract, together with exhibits hereto, 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 Contract.

X. NOTICES. Notices under this Contract shall be made to the parties at the following addresses for notices:

Fluvanna County
 Attn: Ms. Cyndi Toler
 132 Main Street
 Palmyra, VA 22963

With a copy to:
 Fluvanna County Attorney
 414 East Jefferson Street
 Charlottesville, VA 22902

Hurt & Proffitt, Inc.

COUNTY OF FLUVANNA, VIRGINIA
CONTRACT FOR GIS SYSTEM UPDATE/UPGRADE AND HOSTING SERVICES

Attn: Bryan E. Powell, GIS Project Manager
1861 Pratt Drive, Suite 1100
Blacksburg, VA 24060

A party may change its address for notices from time to time by written notice to the other party. Notices under this Contract may be hand-delivered, mailed via regular mail or deposited with a nationally recognized overnight courier service to the addresses shown above. Notices hand delivered are deemed delivered upon receipt, notices mailed are deemed delivered five (5) days after deposit with the regular mail service, and notices sent via overnight courier are deemed delivered the next business day.

Witness the following duly authorized signatures and seals:

Hurt & Proffitt, Inc.
a Virginia corporation

Fluvanna County,
a political subdivision of the
Commonwealth of Virginia

BY: _____

BY: _____

Print Name: _____

Print Name: _____

Title: _____

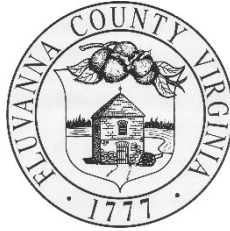
Title: _____

Date: _____

Date: _____

Approved as to Form:

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

**COUNTY OF FLUVANNA, VIRGINIA****Request for Proposals (RFP) #2018-01****Geographic Information Services ("GIS") System Update/Upgrade and Hosting****Issue Date: October 27, 2017****Due Date: November 20, 2017 at 2 p.m. EST****Procurement Contact:**

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

All sealed proposals shall be turned in no later than November 20, 2017 2:00 p.m. EST. All Proposals that are delivered via mail or are hand delivered must be addressed to the "Procurement Contact" listed above. Any Proposals that are turned in late will be rejected and returned unopened. Any Proposals sent in via facsimile, telephone, or email shall not be considered.

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

1. PURPOSE

The Fluvanna County Board of Supervisors (hereinafter the "County") is requesting sealed proposals from qualified Offerors to provide a comprehensive web-based Geographic Information Services ("GIS") system (the "System") Update/Upgrade and Hosting services related thereto for the both the County's planning GIS system and the County's E-911 system (collectively the "Services"). The Services shall include that the new GIS System shall be hosted and maintained by the Offeror. The web-based GIS System shall incorporate all existing County GIS data layers and shapefiles into the new system, including by not limited to: real estate parcel information, E-911, utilities, public safety, economic development, zoning, voting, schools, etc. as further described herein. The Offeror shall have the necessary expertise to perform such services as described within this solicitation. This solicitation shall be referred to as the "RFP". The purpose of this RFP is to reach an agreement with a Offeror who will produce for the County complete, timely and accurate GIS System Upgrade/Updates and hosting/maintenance services related to such services, System and data. Under the direction of the County, the Offeror will serve as a coordinator and will provide the range of expertise necessary to carry out the functions of GIS services for the County.

All Services provided by the Offeror shall be performed by individuals who meet the qualifications for the position. The successful Offeror shall also have the resources to provide cost effective and timely Services, including providing customer service, to the County.

2. BACKGROUND AND MANDATORY CONFERENCE

Fluvanna County is centrally located in the heart of Virginia, 120 miles south of Washington, D.C., 60 miles west of Richmond, VA, and 25 miles southeast of Charlottesville, VA. The County encompasses a land area of 282 square miles and is bound by interstate 64 to the north and by the James River to the south. As of July 2014, the County had a population of 25,970.

In addition to data maintenance, the Offeror will be required to host all Fluvanna County's GIS data. The Offeror must coordinate with County departments and other consultants to update all data monthly.

The County desires to offload all of their server infrastructure, operations, database, and web server management. The Offeror is expected to provide networks, servers, virtual machines, storage, operating systems, maintenance and security. This option is most similar to a PaaS or Platform as a Service offering. It is preferred:

- Architecture and design meet or exceed industry standards by using data centers that offer SOC2 Security Compliance.
- Regular maintenance on all infrastructures to ensure the latest patches and updates are installed.
- Additional extended support is provided for ArcGIS Server, databases, web servers, email, cloud storage, cloud computing and just about any other solution component

Our Current GIS environment can be found at <https://fluvannagis.timmons.com/#/>.

All potential offerors may attend a non-mandatory pre-offer conference at the County Administration Building, 132 Main Street, Palmyra, VA 22963, on the 2nd day of November, 2017 at 2 p.m., where the offerors will be allowed to collect further data in determination of their ability to perform the Services required. Any Procurement and technical questions shall be directed to Cyndi Toler, Purchasing Officer at ctoler@fluvannacounty.org during the course of this solicitation. The Offeror shall be presumed to have made a reasonable inspection before the time of proposal submission and shall be held responsible for all information available through such inspections; and submission of a proposal will be a confirmation that the Offeror is aware of all conditions affecting performance and price(s) submitted. The County may determine in its sole discretion that a second pre-bid conference is necessary, the date and time of any such second pre-bid conference will be disclosed in an amendment to this RFP.

3. SCOPE OF SERVICES- The Successful Offeror shall provide all supervision, labor, material, parts and equipment necessary to complete the Project which includes at minimum the following services:

- A. The general objective of this Project is to update the GIS product to facilitate the County's management of existing infrastructure, provision of full featured platform for County managed Planning and Economic Development and to facilitate the easy dissemination of selected public information to our constituents and the general public which includes a review of the existing GIS system and its data currently in use for availability, accuracy and currency.
- B. In addition to data maintenance, the Offeror will be required to host all Fluvanna County's GIS data. The Offeror must coordinate with County departments and other consultants to update all data monthly.
- C. Architecture and design meet or exceed industry standards by using data centers that offer SOC2 Security Compliance.
- D. Regular maintenance on all infrastructures to ensure the latest patches and updates are installed.

- E. Additional extended support is provided for ArcGIS Server, databases, web servers, email, cloud storage, cloud computing and just about any other solution component
- F. Deliver a GIS plan that identifies a recommended transition plan, implementation timeline and the general configurations of equipment, software, data, and training required to provide a web-based system. To the extent any the Project will require any new equipment, software or hardware or any updates or modification to the existing County equipment, software or hardware such shall be specifically disclosed in the Proposal and the Offeror shall include a cost for such new equipment, upgrade or modification.
- G. Prepare an initial estimate of the storage requirements and costs associated with the recommended new GIS products, and provide recommendations on the extent to which the data and software should be stored, including if the County's existing hardware and software can be used or if new storage must be acquired to accommodate the data of the new system.
- H. The firm will coordinate with the County staff to determine the intended use of each data layer. Some data layers may require modifications or reacquisition from their original source and such modification will be a part of the services required under this RFP.
- I. Ensure all data is NG911 Compliant.
- J. The firm will provide any necessary training for County personnel in the use of the data, map, query and tabular reports. Also, they should produce a how-to-use/help guide for reference and use in training future employees.
- K. The firm will include a price for continued monthly maintenance and hosting of the data and the GIS interface. The Offeror must describe all services included under the maintenance and hosting, including any optional services and the costs associated therewith.
- L. The firm will document the data layers in the form of a data dictionary that will list the source, scale, geographic extent, date, and spatial accuracy of each data layer.
- M. The Offeror must also provide the following for Fluvanna County's planning software, Energov.
 - i. ArcGIS End Point URL
 - ii. Parcel Layer
 - iii. Address Point Layer
- N. The following minimum data/layers must be depicted and updated as needed:
 - i. Public Buildings
 - 1. Place Names
 - 2. EMS
 - 3. Fire Stations
 - 4. Churches
 - 5. Schools
 - ii. Transportation
 - 1. Address
 - 2. Buildings
 - 3. Main Roads
 - 4. Roads/Streets/Highways/etc.
 - 5. Driveways
 - 6. Railroads
 - 7. Bridges

- iii. Boundaries
 - 1. County Boundary
 - 2. Town Boundaries
- iv. Utilities
 - 1. Utility Lines
 - 2. Hydrants
- v. Environmental
 - 1. Streams
 - 2. Bodies of Water/Water
 - 3. Contours
 - 4. Soils
 - 5. Conservation Easements
 - 6. Flood Plains
- vi. Tax Parcels (with real estate data)
 - 1. Parcels
 - 2. Parcel Annotation
 - 3. Parcel Number Annotation
 - 4. Parcel Text Leaders
 - 5. Parcel Number Leaders
 - 6. Parcel Hook
 - 7. Inset Parcel Hook
 - 8. Double Circle
 - a. Double Circle Annotation
 - b. Double Circle Leaders
 - c. Double Circle Polygon
 - d. Inset Double Circle Leaders
 - e. Inset Double Circle Polygon
 - 9. Single Circle
 - a. Single Circle Annotation
 - b. Single Circle Leaders
 - c. Single Circle Polygon
 - 10. Symbols
 - a. Symbols Annotation
 - b. Symbols
 - c. Symbol Lines
 - d. Symbol Leaders
 - e. Inset Symbols
 - f. Inset Symbol Leaders
 - 11. Place Name
 - a. Place Name Annotation
 - b. Place Name Leaders
 - 12. Map book Grid Insert Annotation
 - 13. Deed Text Annotation
- vii. Overlays
 - 1. 911 Map Index
 - 2. Tax Map Grid
 - 3. Voting Districts
 - 4. Magisterial Districts
 - 5. Congressional Districts
 - 6. House Districts
 - 7. Senate Districts

8. Zion UDA
 9. Planning Areas
 10. Fork Union Sanitary District
 11. Zoning
 12. Fire Districts
 13. EMS Districts
 14. AG Forestal Districts
 15. Surrounding Counties
 16. USGS Topographic Maps
 17. VGIN Topography
 18. VGIN Aerial Imagery
 19. Virginia administrative boundaries
- O. The Offeror will also be required to provide an HTML5 and JavaScript geospatial website with the following capabilities:

Feature	Description
Interactively change the display of layers by turning them on/off, as well as scale-based drawing capabilities, and layer transparency.	The solution will include a Legend to enable turning layers on and off. Scale-based drawing parameters can also be included, to control at what scale layers are visible to the user. Each layer has a transparency slider the user can change. Background layers such as imagery and street map services will be controllable from within the mapping interface as well. Layer transparency is available at the map service level.
Basic map navigation functionality.	Basic map navigation is included in the solution. The solution allows the user to pan, zoom in, zoom out, zoom to full extent, zoom to selections, zoom next and zoom previous using interactive on-screen tools as well as using the mouse to zoom in and zoom out.
Ability for the user to create, sort, and delete bookmarks.	The solution includes an interactive button for bookmarks, but these are used to store pre-determined locations decided by the County, and available in a drop-down list to the user. The user is able to create a bookmark in their browser by saving to 'favorites' or similar depending on the browser. The website will allow the storage of x, y locations in the application, and the user can come back to the location on the map using the browser's 'favorites' or bookmarks.
Users will be able to measure distances.	Users will be able to measure using, or toggling between, feet, mile, meter, and kilometer for distance; and square feet, square mile, square kilometer and acre for area measurements.
Search by owner name, parcel number, or other parcel attribute.	Users will be able to search for parcels using owner name, parcel number, section-ownership-range, or property address. In addition, users can search using multiple search criteria at one time, such as by searching for an owner named 'Smith' AND address of 'Main St'. Searching by parcel attributes will result in a list of parcel search results. The user can select a parcel from this list which will take the user to its location on a map, or

	select more details which will display additional text attribution associated with that parcel. The search result list functionality is displayed on pages 23 and 24 of this document.
Interactively select one or a series of parcel features on a map for further identification, browsing and reporting.	After completing an initial search, the qualifying parcels will display in the results list, the user can go back and forth between the map and the list, and create buffers or adjoiners to select additional parcels from the results. The individual parcel report can be downloaded as a PDF.
Click once on property to display simple attributes and access to outside sources using the parcels location.	Clicking on the parcel will bring up a small list of attributes determined by the County. Attributes of parcels can contain hyperlinks to external sites that can be utilized in the application.
Provide tools that allow the user to export selected adjoiner sets of records to a comma-delimited text file.	Users will have the ability to export selected adjoiner sets of records in a comma-delimited format (csv).
Print to PDF.	The Solution will allow the user to print from the scale shown in the browser at the time the user chooses to print. Both landscape and portrait options will be available. The user will have the ability to add a title to the map.
Tools for adding symbols, lines, text, etc at different sizes and colors.	Users will have a draw tool that allows drawing lines, polygons, and text in different colors and sizes.
Online help system accessible through the GIS website.	<p>A Help section is included on the website which will contain user instructions for successfully using the site. The help section may also contain contact information and videos.</p> <p><i>*The initial site will include help documentation and videos will be added as created to not slow down development.</i></p>
Data included on the site.	The Offeror will include all data provided by the County on the site. No limitations are placed on the data shown on the site.
Photos / Images	Images may be included on the site.
Search name in the search box	The text displaying to the user what will be searched in each box will be displayed in the box. Upon entering text, the search name will be removed. Upon deleting the search criteria, the search name will be returned.

Locate Myself	Users will be able to locate their position via GPS. This will be available via mobile and provide users with the ability to find their location within the Map View.
Overview Map	An overview map will be displayed in the Map View to show the user where they are in relation to a larger area. The user can pan using the overview map and the position will change in the primary map.
Scale bar in map view	In addition to the map scale, the user will see a scale bar on the map that will change as the user zooms in/out.
Agree to disclaimer before entering the site	The County can provide disclaimer text to the user that they must agree to before entering the site.
Current XY position	User can move mouse around in map view and the current XY position in decimal degrees will appear.
Type-Ahead in search boxes	As the user types a search, the site will show a set number of results that match what the user has typed. This will be updated as the user continues to type.
Basemapping	<p>Basemaps from Esri ArcGIS Online Services will be available to the user for selection, as well as VGIN imagery services. Examples of available Esri services include: Imagery, Imagery with Layers, Streets, Topographic, Dark Gray Canvas, Light Gray Canvas, National Geographic, Oceans, Terrain with Labels, OpenStreetMap, USA Topo Maps, and USGS National Maps.</p> <p>Both VGIN services and Esri services are not hosted by Timmons Group, but by VGIN and Esri respectively.</p>

- i. The following additional applications are not part of the current system requested in the RFP but may be added to the contract at a later date, depending on funding. We request an estimated cost of the below applications individually to determine which applications will best fit the needs of the County.
 1. Additional functional requirements of the GIS Website shall include the following applications that are not part of the current system or of a lesser priority but could be added if resources permit or at a later date:
 - a. Condensed Identify - ability to identify and return available information about selected feature and/or features in multiple layers in a condensed predetermined configuration based on map layer column headers with their related attribute values and allow printing to hardcopy print, PDF image and export to Comma Separated Value (CSV) file format.
 - b. Map Layer Search Query Builder – ability to create customizable search queries and/or to link multiple search fields together for more refined

search queries as well in order to search and map a desired map location and/or locations based on data table column headers with their related attribute values of a specific map layer and/or map layers for analysis purposes. Furthermore, the ability to and/or merge data results from these selected features and/or features into MS Access, MS Excel, MS Word, etc. for analysis purposes as well.

- c. Map Location to Polygon Type Map Layers Data Retrieval – ability to retrieve data results based on a desired map location overlaid on corresponding polygon type maps layers for analysis purposes. Furthermore, the ability to and/or merge data results from these selected features and/or features into MS Access, MS Excel, MS Word, etc. for analysis purposes as well.
- d. Multiple Features and Buffer Selections – ability to select multiple features and create a buffer around nearby features from a specific feature and/or features for analysis purposes. Furthermore, the ability to and/or merge data results from these selected features and/or features into MS Access, MS Excel, MS Word, etc. for analysis purposes as well.
- e. External Utilities Integration – This application would allow for importation of data layers from outside utility providers (power, cable, natural gas, telephone, etc.) that the County is not responsible for but may wish to use in support of its government functions. The application would allow for the display of this information overlaid with other County GIS layers.

ii. Keep the Data updated including:

- 1. Monthly County GIS Data Updates (Downloaded from County Website) which includes cleaning and auditing the data fields per County existing fields along with coordinating data.
- 2. Accommodate Parcel edits (creation, splits, adjustments, mergers)
- 3. Improvement Base Map Update layers Includes parcels, right of way, easements, sewer, street and storm drain plans (Scanning document quality control (“QC”) review, logging, input to appropriate layer and Posting) This also includes maintaining data base for all improvement plans that are not mapped layers but made available online (Precise and Rough Grading plans, lighting plans, Signing and Striping plans, Landscape Plans, Final Maps and Plot plans). An electronic copy or a CD of the scanned plans would be provided to the Offeror.

P. Additional maps, changes, plan scanning or other requests as needed by the County.

Q. Consultation on best practices, mapping ideas, and other help to make the system operate effectively and efficiently.

R. Addressing / E-911/ Master Street Address Guide

- i. E-911 address assignments / reassignments
- ii. Street name assignment / changes

S. Access to a web-based project management platform that will help make communication between all affected County departments and contractor seamless. (example: BaseCamp, ActiveCollab)

4. PROPOSAL FORMAT

- A. The County will follow the evaluation process and selection criteria described in this RFP. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate. The following paragraphs provide guidelines to each Offeror for information to include in the proposal:
- i. **Cover Letter** - Provide a cover letter that confirms the Offeror's understanding of this Request for Proposal, an overview of the history and qualifications of the firm.
 - ii. **Pricing** – The Offer should detail the price in its proposal. Include all pricing of “Optional” items that the County may add at any time.
 - iii. **Forms** - All forms required to be submitted under this RFP must be included in the Proposal as an Appendix, including without limitation, the following:
 - 1. Certificate of No Collusion
 - 2. Offeror Statement
 - 3. Proof of Authority to Transact Business in Virginia
 - 4. Offeror Data Sheet
- B. The proposal package shall include as a minimum:
- i. The RFP document with any addenda acknowledgements filled out and signed as required (see attachments hereto).
 - ii. A detailed response to all requirements, general, specific, functional and technical as defined within this RFP (see Article 3 “Scope of Services”).
 - iii. Company Background Information, to include but not limited to the following:
 - 1. Provide the legal name of the company, the size of the company and organizational structure.
 - 2. Date the company went into business.
 - 3. Date the company began selling the proposed software/services to the public sector.
 - 4. Status of the company.
 - 5. Number of employees supporting/developing the proposed System.
 - 6. Define the company's long-term development strategy and plans for the system.
 - 7. Number of public sector installs and size of these organizations including names and locations.
 - 8. Future technology direction.
 - 9. Future application revisions and enhancements.
 - 10. Provide recent audited financial statements for the past two (2) years.
 - 11. Offerors are required to disclose past and pending litigation.

- C. Client References - Offerors shall provide a minimum of five (5) client references that are similar in size and scope to the County's Project, that have utilized a similar system in a comparable computing environment. All client customers in the State of Virginia must be provided, regardless of circumstances. Client reference information must include the date of installation and length of implementation.
- D. System Demonstrations and Site Visits - Offerors may be required to provide in-office system demonstrations that show the full functionality of the proposed system. Offerors should be prepared to demonstrate how the application meets the requirements defined in this RFP. Offerors should be prepared to respond to questions during the demonstrations. Offerors may be required to facilitate a site visit to a client for the purposes of evaluating the installed system and reviewing customer's satisfaction.
- E. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.

5. SUBMITTAL INSTRUCTIONS

- A. **Each Offeror must submit one (1) original hard copy, (4) copies and one (1) electronic copy of its proposal on CD ROM, DVD, or USB flash drive/memory stick.**
- B. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
- C. All forms attached to this RFP must be fully completed, executed by the Offeror and returned as a part of Offer's Proposal.
- D. Offers shall be prepared simply and economically, providing a straight forward, concise description of firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- E. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP.
- F. **Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or email shall be rejected.**
- G. Cost will be considered in evaluating the Proposals.

6. EVALUATION CRITERIA

- A. All Proposals received shall be evaluated based upon the evaluation criteria listed below.
 - i. Costs (25 pts.)
 - ii. Responsiveness to the County's Goals (20 pts)
 - iii. Proposer qualifications, expertise and experience (35 pts.)
 - iv. Positive References (20pts.)

- B. The County may arrange for discussions with Offerors submitting Proposals for the purpose of obtaining additional information or clarification if needed.
- C. The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work.

7. ADDITIONAL INFORMATION

- A. Any inquiries or requests for clarification or additional information must be delivered in writing (via email) to the County no later than November 6, 2017 by 2:00pm to the Procurement contact above.
- B. All inquiries will be answered via an addendum, posted to eVA and the County website.

8. AWARD OF CONTRACT

- A. The award(s) shall be based on the Offeror(s)' ability to meet all RFP requirements and the right is reserved to make the award to other than the lowest priced Offeror when it is in the best interest of the County. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359(D), Code of Virginia). Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.
- B. The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference as Appendix I. These provisions bind all Offerors. Further, the conditions and requirements of this RFP, including, but not limited to, County's General Terms, Conditions, and Instructions to Bidders and Contractors, are a material part of any contract awarded between the County and the successful Offeror(s).
- C. Awards shall be made to as many Offerors as deemed necessary to fulfill the anticipated requirements of the County.
- D. The initial term of a final Contract shall be one (1) year beginning on the date the County executes the Contract. The Contract may then be renewed at the County's option for four (4) additional one (1) year terms.

OFFEROR DATA SHEET

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

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

2. Offeror's Primary Contact:

Name: _____ Phone: _____

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

_____ Years _____ Months

4. Offeror Information:

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

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

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

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

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

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

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such Offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):
Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

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

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

CERTIFICATION OF NO COLLUSION

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

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

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGEMENT

STATE OF VIRGINIA

FLUVANNA COUNTY, to wit:

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

Notary Public

My commission expires: _____

CODE OF VIRGINIA

& 18.2-498.4. Duty to provide certified statement:

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

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

a false statement shall be guilty of a Class 6 felony. (1980, c.472)

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OFFEROR STATEMENT

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

Type or Print Name & Title of Authorized Person

Signature of Authorized Person Submitting This Bid

Date

SUBSCRIBED AND SWORN to before me by the above named

_____ on the ____ day of _____, 20__

Notary Public in and for the State of _____

My commission expires: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

Appendix I

COUNTY OF FLUVANNA

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

DRAFT

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

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

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

INTRODUCTION

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

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

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

conditions applicable to the procurement.

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

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

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

CONDITIONS OF BIDDING

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

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

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

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

9. WITHDRAWAL OF BIDS:

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

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

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

- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

10. ERRORS IN BIDS: When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

11. IDENTIFICATION ON BID ENVELOPE: All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

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

12. ACCEPTANCE OF BIDS: Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

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

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

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

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

SPECIFICATIONS

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

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

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

AWARD

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

53. MODIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
 - g. For any Contract involving Services of any nature, the Contractor further agrees to:
 - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
 - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
 - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
 - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.
- 62. PRICE REDUCTIONS:** If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. **FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION.** The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by

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

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

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

65. CLAIMS PROCEDURE:

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

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

DELIVERY

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

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

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

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

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

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

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

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

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



COUNTY OF FLUVANNA, VIRGINIA
Request for Proposals (RFP) #2018-01
Geographic Information Services ("GIS") System Update/Upgrade and Hosting

ADDENDUM # 1:

Reference – Request for Proposal: RFP #2018-01
 Title of Request for Proposal: Geographic Information Services ("GIS") System Update/Upgrade and Hosting
 Issue Date: October 27, 2017
 Bid Due Date and Time: November 20, 2016 at 2pm

The following are clarifications from questions received:

1. Can potential vendors call in to the Nov 2nd pre-offer conference? If yes, what number can we call?
 - a. No, we have no option for calling in to the meeting.
2. Has the county given any thought to combining address data from the various systems currently in use into a single FGDC compliant address database that can deliver address to any application in any format that the application requires? This would probably be a separate effort that would parallel the above RFP. The applications you have listed in the RFP would then access one complete and maintained, FGDC compliant address database.
 - a. We would be open to learning about any services that would streamline our operations.
3. Will the county continue to use GEO Com for 911 address points and center line?
 - a. The Counties hope is to consolidate to one company capable of handling all our GIS needs. However, we are open to any options available.
4. Are you perusing a grant for mapping replacement?
 - a. No
5. Can you elaborate on your future plans regarding your current E911 software? Does this RFP encompass a vendor change as well?
 - a. Currently, our E-911 is using DaPro. However, they are in the process of implementing the Spillman Flex CAD System. It is expected to go live prior to June 30, 2018.
6. Regarding section 3I, "Ensure all data is NG 911 compliant ": Could you elaborate on the characteristics of the mapping platform that would define NG 911 compliance?
 - a. See document at this link:
<https://www.911.gov/pdf/NG911-Standards-Identification-and-Analysis-March2015.pdf>
7. Why are you soliciting for a new system now?
 - a. As part of our required procurement process. The current contract is ending, so we want to ensure we still have the best available system at the most reasonable cost.

8. Do you have any new initiatives in regards to GIS?
 - a. No, just to ensure parcels overlay accurately, records are correct, updates to zoning, and other day to day items.
9. Any new permitting software?
 - a. Yes, we are currently in the implementation phase for EnerGov, by Tyler Technologies.
10. In Section 2 Paragraph 3, the RFP mentions the County wishes to offload all of their server infrastructure, operations, database, and web server management. The Offeror is expected to provide networks, servers, virtual machines, storage, operating systems, maintenance and security. However in Section 3 item E mentions extended support for various hardware and software items. Are these the items that the county is not offloading and wants the Offeror to support as well?
 - a. No, we would want the chosen proposer to handle all aspects of the system.
11. How many parcels are there in Fluvanna County?
 - a. Approximately 16,100 parcels
12. Can you provide examples of your Mapbooks if the County is requesting that those are created as part of this RFP?
 - a. The map books we are requesting are shown on the County website at <https://www.fluvannacounty.org/cotr/page/fluvanna-county-tax-maps>

Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed. All inquiries, clarifications and additional information must be delivered in writing (via email) no later than November 08, 2017 by 11:00am and the responses will be provided in subsequent addendums.

Very truly yours,

Cyndi Toler, Purchasing Officer
 Fluvanna County, Virginia
 132 Main Street
 Palmyra, VA 22963
 (434) 591-1930

Name of Firm: _____

BY: _____

Signature of duly authorized representative

Title: _____

Date: _____

REQUEST FOR PROPOSAL

County of Fluvanna

Request for Proposal

GIS System Update/Upgrade and Hosting

RFP# 2018-01

COPY



HURT & PROFFITT

Inspired | Responsive | Trusted

Blacksburg Office: 1881 Pratt Drive, Suite 1100 • Blacksburg, VA 24060 | Phone: (540) 552-5592
www.HandP.com

DATE DUE: NOVEMBER 20, 2017 | 2:00PM

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DRAFT



November 20, 2017

County of Fluvanna
Attention: Cyndi Toler
132 Main Street
Palmyra, VA 22963

Re: Request for Proposal #2018-01 - GIS System Update/Upgrade and Hosting

Dear Ms. Toler:

Hurt & Proffitt (H&P) is pleased to submit our qualifications for your review. You will find that we have thorough experience working with various localities and implementing GIS solutions. We are confident that H&P will exceed your expectations. Here are a few of our highlights to consider:

- H&P has been an integral part in Greene Co, VA transition to Spillman Technologies CAD software. We have created GIS tools that update the maps and data that the software uses. In fact, we are providing Greene Co, VA with all GIS layer maintenance, parcel mapbook revisions, E911 address assignment, NG911 compliance support and updates directly to their Spillman Flex CAD Dispatch System. H&P has also worked extensively with Stonewall Technology and can setup easy transmission of the AS400 real estate database to our servers for processing. This offers them a seamless one vendor workflow for all their GIS needs.
- H&P has over 23 years of experience in providing mapping solutions to our clients. We support several localities with GIS related items including parcel layer maintenance, real estate database conversion, zoning revisions, NG911 standardization, E911 addressing, utility GIS, GPS collection and Mapbook development. Our team stays updated on advances in the GIS community so that we are prepared to handle shifts in technology and provide professional advice to our clients. We can be your GIS Team.
- H&P hosts 25 web-based GIS clients in both public and secure settings using our WebGIS software. WebGIS is accessible on any device and cross-browser compatible. We offer direct support to our clients and all WebGIS users. Our superior customer service is the main reason some clients have used our WebGIS Services for 10+ years. WebGIS is highly customizable and our programmers can add almost anything to it.

We are committed to our clients. We strive to create a lasting relationship with our clients because we feel our clients are better served through collaborative efforts. Again, we appreciate the opportunity to submit our qualifications for your review.

Should you have questions regarding our submittal or wish to schedule an interview, please contact us at 540-552-5592 or by email at bppowell@handp.com. Please visit our clients at www.webgis.net.

Sincerely,
HURT & PROFFITT

Bryan E. Powell
GIS Project Manager

1861 Pratt Drive, Ste 1100
Blacksburg, VA 24060
Toll Free 800-242-4906
Main 540-552-5592
Fax 540-552-5729
www.HandP.com

OUR PRICING

Based on our knowledge of the information within the RFP and the RFP Addendum, we formulated the following cost structure that fits your requests. We feel that this cost structure is very competitive and covers all aspects of maintaining a GIS for a County of your size. It covers the cost of providing a web-based GIS solution that can be accessed on any device, maintaining all of your GIS data, updating your Mapbooks and provide ancillary GIS support services. Each service below can be adjusted to meet individual update intervals to cater to your needs.

Service	Fee type	Cost
GIS Evaluation and Assessment	One time	\$2,000.00
WebGIS Development Fee	One time	\$1,500.00
WebGIS Maintenance	Annual	\$6,000.00
Monthly Parcel Maintenance	Annual	\$1,700.00
Monthly E911 Maintenance	Annual	\$1,750.00
Monthly Misc. GIS Maintenance\Support	Annual	\$1500.00
Monthly Spillman Flex CAD Update	Annual	\$700.00
Monthly Mapbook Updates (PDF)	Annual	\$1000.00
Training	One time	\$2,200.00
Total		\$18,350.00
Additional Training (as needed)	hourly (optional)	\$80.00/hour
Consultation (as needed)	hourly (optional)	\$80.00/hour

Note: After year one cost is \$12,650.00.

OUR RFP FORMS

Please note on the following pages:

1. Certificate of No Collusion
2. Offeror Statement
3. Proof of Authority to Transact Business in Virginia
4. Offeror Data Sheet

DRAFT

OFFEROR DATA SHEET

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

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

2. Offeror's Primary Contact:

Name: Bryan Powell Phone: 540-552-5592

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

44 Years Months

4. Offeror Information:

FIN or FEI Number: 54-0924377 If Company, Corporation, or Partnership

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

Company: Town of Blacksburg	Contact: Katherine Smith
Phone: 540-961-1834	Email: ksmith@blacksburg.gov
Dates of Service: 2002-Present	\$\$ Value: Confidential

Company: Franklin County	Contact: Maggie Birch
Phone: 540-483-3012	Email: magie.birch@franklincountyva.gov
Dates of Service: 2004-Present	\$\$ Value: Confidential

Company: Greene County	Contact: Stephanie Golon
Phone: 434-985-5282	Email: stephanie.golon@gcva.us
Dates of Service: 2014-Present	\$\$ Value: Confidential

Company: Madison County	Contact: Brian Daniel
Phone: 540-948-6102	Email: bdaniel@madisonco.virginia.gov
Dates of Service: 2012-Present	\$\$ Value: Confidential

I certify the accuracy of this information.

Signed: [Signature] Title: Vice President

Date: 11/20/17

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

A. ☒ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such Offeror's Identification Number issued to it by the SCC is
01428952.

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

C. ☐ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such Offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):
Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

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

Legal Name of Offeror/Bidder Hurt & Proffitt, Inc.

Date 11/20/17

Authorized Signature 

Print or Type Name and Title Jessica Littlejohn, PE - Vice President

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

CERTIFICATION OF NO COLLUSION

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

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

[Signature]
Signature of Company Representative

Hurt & Proffitt, Inc.

Name of Company

November 20, 2017

Date

ACKNOWLEDGEMENT

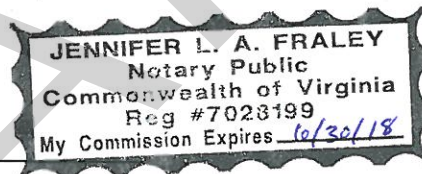
STATE OF VIRGINIA

Montgomery ~~FLUVANNA~~ COUNTY, to wit:

The foregoing Certification of No Collusion bearing the signature of Jessica Littlejohn and dated November 20, 2017 was subscribed and sworn to before the undersigned notary public by Jennifer L.A. Fraley on November 15, 2017

[Signature]
Notary Public

My commission expires: June 30, 2018



CODE OF VIRGINIA

& 18.2-498.4. Duty to provide certified statement:

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

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

a false statement shall be guilty of a Class 6 felony. (1980, c.472)

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

OFFEROR STATEMENT

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

Jessica Littlejohn, PE - Vice President

Type or Print Name & Title of Authorized Person

[Signature]
Signature of Authorized Person Submitting This Bid

11/20/17

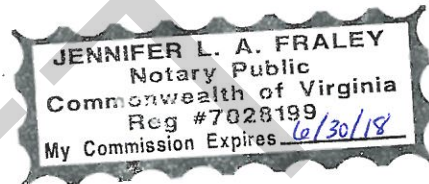
Date

SUBSCRIBED AND SWORN to before me by the above named

Jessica Littlejohn on the 15th day of November, 2017

[Signature]
Notary Public in and for the State of Virginia, County of Montgomery

My commission expires: June 30, 2018



PLEASE RETURN THIS PAGE WITH BID SUBMISSION

OUR SCOPE OF SERVICES

Scope Understanding

Hurt & Proffitt (H&P) understands that Fluvanna County wishes to implement a new method of how the County provides geospatial information to their departments and their constituents. This method needs to be a collaborative effort between all County departments and the vendor to ensure an efficient update process. It is imperative for the vendor to evaluate the County status and provide recommendations to address current and future concerns. With this new methodology, we understand that the County should have the proper support to gain confidence during its transition so that their workflow are improved upon. H&P understands that the county wishes to have their GIS layers hosted on a web-based GIS platform for public viewing and querying. H&P is confident that we can provide the Services outlined in this RFP.

A. Evaluate Existing GIS data, Provide Needs Assessment:

Hurt & Proffitt will establish a kickoff meeting to familiarize itself with the key personnel and infrastructure that is involved in the current workflow. This will be critical in developing an efficient and effective implementation. It will facilitate setting up our Project Management Platform. This meeting will provide an in-depth coverage of current workflows, software licenses, personnel knowledge base, hardware inventory, network capabilities, real estate database and the current status of the GIS. We will review overall project expectations and formulate an implementation plan (Task F) with a timeline for completing tasks. We will collect all of the County's GIS data and assess it's overall health. H&P will check for parcel drawing errors, non-conforming NG911 standards (using state analysis data), shared boundary inconsistencies, real estate database matching, etc. We will provide a full report of our findings and recommendations on correcting any error or inconsistencies. This will provide us with a clean canvas to start from.

B. WebGIS Hosting:

H&P can host Fluvanna County's GIS with our WebGIS application for internal and public use. This web-based application has a responsive design. It uses ESRI's ArcServer HTML5 and JavaScript technologies. Users moving from a desktop, to a tablet or smartphone to access WebGIS, will still experience the same functionality and similarities. WebGIS facilitates full screen map layout as users can hide the left panel. They can also drag floating panels around the screen to fit their needs. Our WebGIS application can be tailored to your County and include any information the County wishes to include in their site. We can also add property cards, images and files links to it as well. Many of the items you are requesting for a web-based solution, WebGIS already fulfills. We can provide on site training for staff and the public at your request. Please visit our site for details, www.webgis.net.

C. Industrial Standards:

H&P data approach and WebGIS is designed to meet industry standards for mapping technology and security. Our server security meets SOC2 standards. Our data is stored securely and backed up daily. Our Project Management System offers another mean of backup capabilities by using a Cloud based platform.

D. Regular Software and Hardware Maintenance:

H&P provides regular maintenance on all of it hardware and software. This includes any security settings, software patches, software upgrades and hardware upgrades that we feel is necessary to provide quality services.

OUR SCOPE OF SERVICES

E. Extended Support Services:

H&P can provide additional support services, as needed, to your County. We are very rehearsed in ArcServer deployment, database modifications, Web Servers and cloud storage. We look forward to learning more about your needs.

F. GIS Implementation Plan:

After meeting with County staff and reviewing the data (Task A), H&P will create a GIS implementation plan which outlines the necessary steps to transition your data into our WebGIS. This plan will include any recommendations for equipment configurations, errors found within your GIS layers and any required training protocol. It will also recommend any new equipment necessary to run our software efficiently.

G. Storage Evaluation:

Once a Implementation Plan complete, H&P will formulate an appropriate scaled approach to the GIS system. This will allow H&P to recommend proper storage requirements for the system and its software. The cost of hosting the WebGIS includes a portion of file storage and access to the data through its interface. This is usually determined by what is being stored on our servers and how its being accessed. Some information, such as previous imagery, can be accessed for free from cloud based vendors. These recommendation will also include overall cost estimates the County may accrue should they decide to purchase any recommended item.

H. Data Evaluation:

H&P staff will collaborate with County staff review how they intend to use WebGIS. This will include how our other clients are using WebGIS to help their workflow. This allows us to build a GIS that is useful to each department. We want our GIS software and the data we create for it be an integral part of your daily workflow. H&P is here to make you work day go smoother.

I. NG911 Compliant:

H&P's has extensive knowledge in E911. We are working with other localities in ensuring that they are NG911 ready. We have created a custom E911 tool that helps us correct NG911 consistencies, assign E911 addresses, create or extend new road centerlines in an efficient manner. This E911 tool ensures that any road or address we add into the GIS is NG911 compliant. We have experience working GeoComm and Spillman Technology CAD systems. H&P assisted in Greene County, VA transition to Spillman Flex CAD. We now update their dispatch mapping as we update the rest of Greene County's GIS. H&P can help smooth out the transition and create a seamless integration.

J. Training and Support:

H&P is proposing onsite training sessions with key personnel to get them familiarized with the software. This is a thorough live demo and transitions through all of WebGIS' capabilities. It will allow time for open questions and answers to address unique scenarios that may warrant further assistance. Training may also include manuals that offer step by step instructions and illustrations. A public session can also be schedule to get the public more familiar with the new software. H&P will also make available staff to answer questions you may have over phone or email. This will ensure that your staff has can obtain the appropriate knowledge to use the new software effectively.

OUR SCOPE OF SERVICES

K. Pricing:

H&P's has attached a pricing worksheet (above) of our anticipated cost. This is based on the information collected in the RFP and addendum. We look forward to discussing this further with you and your Staff to ensure it covers all of the services your require. Please see our itemized costs above. This pricing includes:

L. Data Layer Documentation & Metadata:

H&P provides excellent documentation of the data that we service. We can create or update metadata information on each layer, if the County desires. Metadata refers information such as a layers accuracy, its sources and extent that is catalog with each layer. We also document who edited the GIS features and when the edits took place. This way we can coordinate tasks and clarify any issues. H&P also documents how parcel edits are drawn. For instance, any County that we maintain parcel edits, we can identify which parcels were drawn using survey plats. We can also include this information on WebGIS.

M. Vendor Collaboration:

H&P can provide your existing or future vendors with any data that you request them to have. We will work directly with your vendors so that we are all meeting your needs. We can provide Energov with an ArcGIS End Point URL. We would also setup a secure automated download site for them to access the parcel and addressing layers. Whenever H&P updates your GIS layers, Energov would receive access to this updated information for their consumption.

N. GIS Maintenance:

WebGIS hosting	Monthly updates	Data storage
Parcel edits	E911 address assignment	Misc. GIS edits
Updating CAD Dispatch	Mapbook Revisions	Email and Phone Support
Training	Consultation (as needed/ optional)	

H&P can be your GIS Team! We have extensive knowledge in maintaining geospatial data and ancillary databases. We can help you solve issues and discrepancies within your GIS as we find them. This allows the County to invest in their GIS product by creating accurate and reliable data. We can maintain and create your GIS as well as provide map documents, as you need them. The County can dictate which layers they like to display on WebGIS, how they are depicted and what search functions they would like to include. H&P will work with your staff to ensure the software meets your requirements.

O. Web-based Solution requirements:

H&P's WebGIS is a web-based application that is built on the a responsive design concept. It automatically responds to the device that is accessing it and changes its layout accordingly. It uses

OUR SCOPE OF SERVICES

ESRI's ArcServer HTML5 and JavaScript technology. WebGIS offers all of the items you requested and much more.

- Table of Contents to toggle layers on and off
- Dynamic Legend to display Layers that are turned on
- Scale based drawing so map load fast and is less cluttered
- Layer and Base map Transparency
- Navigate the map using various zoom/pan buttons and touch gestures on touchscreens
- User defined Bookmarks
- Measure and Draw tools
- Custom Searches: Parcel owner, Parcel Pin, Address, Street Name, etc. Include any search your County wants
- Advanced Search: Search on any combination of attributes. (Example: Parcel acres greater than 50 AND Accessed Value less than \$200,000)
- Search Results List: table contains results of the last search so user can reference back to it. Results can be exported to comma delimited format
- Identify multiple layers: When you identify a layer, other layers get identified as well in an effective single display window.
- Adjoiner Identification
- Print in various paper sizes, orientations, and file types (PDF, png, jpeg, etc)
- Print map area only, print map along with the identified data or print a professional style map
- Draw Tools: draw lines, point, polygons and text with any color
- Online Help Documentation and Direct Access to our Support Team
- Provide data download link if County wishes
- Display images, files or outside web links for reference
- Search Text box search hints
- Locate Me button
- Overview Map
- Scale bar in map view and print out
- Disclaimer
- Mouse X, Y coordinates in decimal degree or state plane coordinates
- Auto type ahead hints: provided selection as user types
- Base mapping: provide any WebMap service including all year iterations of VGIN imagery



Additional functions:

- We can create a secure WebGIS site for private layers
- Identify information from multiple layers with one click
- Default Map Presets: Remember which layer a user had turn on/off along with zoom location
- Open WebGIS directly to Map Preset: Link to Zoning Map Preset from County Zoning page
- User defined Map Presets: users create and save their own Map Presets
- Select features using a buffer from a drawing graphic or a selected feature
- Select multiple features using multiple selection format (rectangle, polygon or multi-point selection)

OUR SCOPE OF SERVICES

- Generate Property cards with Pictures and Building footprints from real estate database—Stonewall Technology, AS400, ProVal, etc.
- Share direct Email\Text link for individual parcel
- Zoom to a specific coordinate and scale using our Zoom Tools
- Pipe Break Isolation Tool—Utilities GIS
- Inspection Verification
- Direction to Features

I. Future Additions:

1. H&P is always looking for ways to improve WebGIS. Our years of experience in creating web based solutions allow us to know what clients expect. Our WebGIS is created based on client and user feedback. We constantly add functions and tools to our WebGIS as the clients request it. There is no cost assorted to them if we role them out for all of our clients. Many of the items that you wish to include in the future are already included in our WebGIS now. Our programmers can create almost anything.
 - A. WebGIS already provides a multiple layer Identification This allows for identifying multiple layers with one mouse click or screen touch. The results are neatly contained in the Detail Information Panel.
 - B. WebGIS already provides an Advanced Search function. This allows users to search any layer by any attribute in any combination. The results can be exported to csv.
 - C. WebGIS does not support Data Clip and Ship functionality. We do provided direct download of the County date if the client wishes or we can clip the data out for our client and provide it to the user.
 - D. WebGIS already provides a option to select by buffer. A buffer can be created from both a drawn item or a selected feature(s). The results can be exported to csv.
 - E. WebGIS uses ESRI platform which allows it to import information from other software systems. The County would just need to direct us to the information they would want to import.

II. Updating Data:

1. H&P can provide monthly data updates to the County's data. We have extensive experience in QA\QC of data and creating proven methods to clean up the data. This can range from drawing inconsistencies to real estate database non matches.
2. H&P has extensive experience in parcel mapping and Mapbook creation. We use best practice procedures to ensure the parcel information is drawn correctly, cataloged correctly and matched correctly. Our catalog also include edit date and editor name for historical documentation as well as keeping an inventory of how each parcel were drawn.

OUR SCOPE OF SERVICES

3. H&P can maintain any GIS layer the County wishes to have maintained. H&P typically reviews all layers that we maintain to understand its limitations and its accuracies. We can also create GIS layers from paper maps, convert from existing AutoCAD drawing or other sources.

P . Additional Map and GIS Requests:

H&P can be your one stop vendor for all your GIS needs. We can maintain any layer or create any layer given the opportunity and available data. We can develop workflows that allows us easier access to the your data and setup data sharing routines for easy data transmittals. We can provide your data for public consumption or to your other software vendors.

Q . Consultations:

H&P can provide, as needed, consultation and support services to the County. H&P's training and support it is not limited to the above outlined procedures. H&P can be your on call support of all of your GIS needs. H&P can help provide continued training as newer practices and software functions become available. Our programmers can create custom routines and procedures to automate repetitive tasks. This can free up resources so your staff can tackle more pressing issues. This also gives your staff direct insight to our knowledge base as new technologies arise. Having this knowledge will help you steer your GIS using best practices. We can also provide open forum training for staff or other end users on how to use WebGIS using live demonstration

R . Addressing/E911 Master Street Address Guide:

H&P has developed many E911 tools over the years. Our current E911 tool helps correct inconsistencies in the E911 data as outlined in VITA's NG911 analysis. This ensures that address assignment and centerline address ranging meets NG911 standards. H&P also developed a E911 addressing form that allows for easy submittals of addressing and road centerline requests. This form is imported directly into the GIS software and our E911 tool provides an address assignment. This tool helps us maintain all relevant data including the MSAG. You will have the confidence in knowing that you will be NG911 compliant when the state initiates its deployment.

S . Web-based Project Management Platform:

H&P uses a cloud based File Management portal to allow for easy update submissions and the transmittal of files. Your County will be given a secure upload site that can be shared with department staff. To submit files, staff members just simply drag and drop their files into the upload window within the interface. Once the files are uploaded, our staff is notified that new files have been uploaded by your staff. We would then begin processing the work order. Upon completion, items would be marked as completed and those items would be itemized in your invoice for your reference.

OUR COMPANY BACKGROUND



OUR PROFILE

Our integrity, attention to detail, vast experience and commitment to professional standards have helped make us one of the largest engineering and surveying firms in Central Virginia.

WHAT WE DO

Civil Engineering
Surveying
Land Development
Transportation Engineering
Geotechnical Engineering
Construction Inspection & Testing
Cultural Resources
Sewer TV Inspections
GIS
WebGIS

OUR LOCATIONS

Lynchburg (Corporate Office)

2524 Langhorne Road
Lynchburg, VA 24501
800-242-4906
Fax: 434-847-0047

Blacksburg

1861 Pratt Drive, Ste 1100
Blacksburg, VA 24073

Roanoke

5238 Valleypointe Parkway, Suite 2B
Roanoke, VA 24019

Wytheville

370 South 4th Street
Wytheville, VA 24382

Our Brief Company History

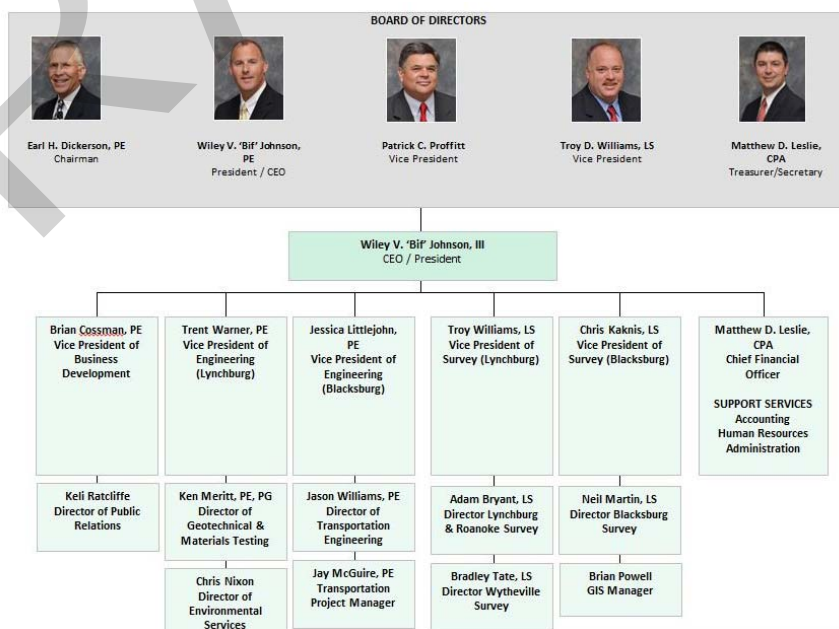
Hurt & Proffitt (H&P), is a full service, 100% employee-owned engineering and surveying firm providing a comprehensive array of services that has been in business. Our integrity, attention to detail, vast experience and commitment to professional standards have helped make us one of the largest engineering and surveying firms in Central and Western Virginia, with offices in Lynchburg, Blacksburg, Roanoke, and Wytheville, VA and Chapel Hill, NC. H&P's professional engineers and surveyors are licensed in Virginia, North Carolina, Maryland, Tennessee, West Virginia, and Kentucky.

Our Financial Condition

H&P has been in business for over 44 years employing a staff of 131. H&P's annual average revenue is \$7 million. H&P's sound financial background makes our firm able to successfully perform and complete the work required in the time frame specified. If awarded, H&P would be willing to discuss financial information at that time.

There are no mergers or acquisitions in our foreseeable future.

Firm Organizational Structure



OUR COMPANY BACKGROUND

Hurt & Proffitt (H&P), established in 1973, is a full service employee-owned engineering, surveying and GIS firm providing a comprehensive array of services. Our integrity, attention to detail, vast experience and commitment to professional standards have helped make us one of the largest engineering and surveying firms in Central Virginia, with offices in **Lynchburg, Blacksburg, Roanoke, and Wytheville**. Our professional engineers and surveyors are licensed in Virginia, North Carolina, Maryland, and West Virginia.

On January 1, 2017, H&P acquired Anderson & Associates, Inc. (est. 1968) which was also a survey, engineering and GIS firm. This effectively doubled the companies size, expertise and service area. H&P's WebGIS has been a mainstay in the GIS community and has been through several version changes since 1998 to keep it current with new technological standards. H&P currently has three full time GIS staff to provide our services in an efficient and effective manner. Our clients are extremely happy with our services. Some have been our clients for over a decade. We encourage you to contact them.

Our GIS Team is constantly providing updates to WebGIS as new trends and technology becomes available. With added support from new clients, we see a bright future as we add work order and asset management to of WebGIS software. H&P is growing. We are looking into expanding our service area. We current host 25 public and private WebGIS clients throughout Virginia and North Carolina. Please reference our included list of WebGIS clients in the job resume section of this proposal.

We are unable to provide audit information and there are not past or pending litigation to disclose.

Our Experience Providing GIS Services

On the following pages you will find resumes for the project team and examples of projects that we have completed for several clients. Each of the projects shown depict our expertise in the following areas:

- ESRI GIS Development
- ESRI/AutoCAD Integration
- Spatial Data Standards and GIS Interoperability
- Experience with mapping displays, including handheld, desktop and web-based interfacing.
- Experience with governmental GIS application development.

Our GIS References

Hurt & Proffitt has worked on a wide variety of Geographic Information Systems (GIS) spanning numerous local governments and authorities for over 20 years. Our knowledge of engineering and development standards ensures a streamlined approach from design to as-built to asset collection and to GIS. Our teams have decades of experience in both AutoCAD and ESRI products and understand the methodology needed to create dependable data. We have worked with clients to provide services ranging from parcel mapping to county-wide water and sewer studies. We've converted data from AutoCAD and have created custom automation tools for various tasks in ArcGIS. We strongly advocate for a GIS that can be used by clients as a tool to help their daily workflow

The clients listed below can adequately comment on the quality of our work, timeliness, diligence, and our ability to meet budget. We strongly encourage you to contact these clients and ask any additional questions regarding the services that H&P offers.

Madison County, VA	Greene County, VA	Green County Sheriffs IT	Town of Blacksburg, VA	Franklin County, VA
Brian Daniel GIS Coordinator Building/Zoning Inspector 540-948-6102 bdaniel@madisonco.virginia.gov	Stephanie Golon County Planner 434-985-5282 Stephanie.Golon@gcva.us	Chip Taylor PJ Networks Sheriff IT Support (Spillman) 434-906-0122 chip@pj-networks.com	Katherine Smith GIS Coordinator 540-961-1834 ksmith@blacksburg.gov	Maggie Birch GIS Coordinator 540-483-3012 Maggie.Birch@franklincountyva.gov



BRYAN POWELL

GIS Project Manager



QUALIFICATIONS:

Years with H&P: 14

Years of Experience: 14

EDUCATION:

BS/2001/Virginia Tech/
Natural Resources Wildlife
Science

Mr. Powell has been with H&P since 2003. Bryan has extensive experience with parcel mapping, database conversion and map creation. Bryan worked on digitizing all parcels for Franklin and Bath Counties. Mr. Powell is knowledgeable in utilizing all ESRI ArcGIS components and many other GIS related software packages.

ONLINE GIS DEVELOPMENT, VARIOUS LOCALITIES, VA, NC & WV. Help create an web-based GIS Mapping application that provides the public with information about localities spatial and tabular information encompassing community, planning and real estate. The sites usually includes Community layers: Bike Lanes / Trails, Historic Overlay, Hydrants, Places, Parks / Recreation, Roads, Streams and Town Limits; Planning layers: Creek Zoning, Current Landuse, Future Landuse, Rental Property Zones and Zoning; and Real Estate parcel information. It also includes Overlays that show: Aerial Photography, Neighborhoods, Planning Sectors, School Districts and Voting Precincts. They are offered in public and secure versions. He provide training and technical support for users. GIS Technician.

PARCEL CONVERSION AND TRAINING, FRANKLIN COUNTY, VA. Helped migrate 38,000 paper land parcel tax mapping from paper to a digital ArcGIS Geodatabase for Land Records Management. The project consisted of georeferencing scanned maps, digitizing parcel lot lines, conflating to the VGIN aerial imagery and quality control. H&P formulated the project design, digitized the parcels into a Geodatabase and linked with the County Tax database information for a 99% accuracy rate, created annotation layers within the geodatabase for display purposes, and trained the county staff how to use land surveys to update their parcel layer. H&P also created a customized mapbook to create tax maps and trained the County personnel on its maintenance. GIS Technician.

GIS IMPLEMENTATION, HALIFAX COUNTY, VA. Helped provided WebGIS for the County using planimetric mapping and VGIN digital orthographic imagery. H&P provided quality control check, created a zoning layer for the Town of Halifax, and created parcel mapping updates. Professional GIS technician services from H&P included migrating paper tax records to digital mapping and conflating parcels to VGIN imagery.

AUGUSTA CO TAX MAPBOOK DEVELOPMENT, AUGUSTA COUNTY, VA. Used a parcel layer provided by the county to create a Mapbook Series for plotting updated Tax Map sets. This included the creation of a several other layers including annotation layers to depict their original map. He was responsible for project completion and did so with little supervision via remote desktop.

CASWELL CO E911 ERROR CORRECTION AND CONSULTATION, CASWELL COUNTY, NC. Help implement a plan to evaluate and clean the County's E911 data. Worked with their current CAD vendor to setup simple importation plan after the data had been corrected. Used the H&P E911 Tool to adjust road ranges to match existing addresses to ensure future errors are resolved while also reducing the number of addresses that needed to be changed.



STEVE R. SPILLANE

WebGIS / Programming Manager



QUALIFICATIONS:

Years with H&P: 34
Years of Experience: 36

Previous Experience:
2 years

EDUCATION:

Virginia Tech
Mechanical Engineering
Course

Mr. Spillane has been a computer specialist at Hurt & Proffitt since 1983. He is responsible for developing an integrated administrative and management program and performing updates and upgrades to our WebGIS program. He is very accomplished in computer programming and usage of many software types such as CADD and GIS.

SHEANANDOAH GAS COMPANY GIS DEVELOPMENT, WINCHESTER, VA. Helped design and create a GIS inventory of all of the Shenandoah Gas Company's asset. Provide focused support for their GIS including creation of workflows, custom tools, automated processes and consultation service. Has helped transition the client from numerous versions of software and ensure old operation critical tools work within newer software versions. Provided error check abilities and methods to clean the data. GIS Technician

ONLINE GIS DEVELOPMENT, VARIOUS LOCALITIES, NC, VA AND WV. Helped create the WebGIS interface using various programming languages. WebGIS is built on ESRI JavaScript API and ArcServer Technology. Provided critical support to all programming operations and customizations of functionality, query ability and behind the scene software design. Also provided advanced troubleshooting capabilities to key WebGIS infrastructure.

WEB-BASED PERMIT APPLICATION, BEDFORD COUNTY, BEDFORD, VA. Helped create a web site that is directly linked to the County's permit system for interactive management of permits online. The system pulls data from the counties legacy database and present it through a web interface for updating and interactive collaboration. Programmer.

CASWELL CO E911 TOOL DEVELOPMENT, CASWELL COUNTY, NC. Hurt & Proffitt created an E911 error checking and E911 maintenance tool for personnel to use. This tool provided status reporting on centerline geometry connectivity, address range continuity and flagged addresses inconsistencies.

DATABASE CONVERSION/PARCEL AUTOMATION, VIRGINIA UTILITY PROTECTION SERVICE, ROANOKE, VA. In 2007, A&A worked with the Virginia Utility Protection Service (VUPS) in converting local government data for Miss Utility of Virginia. We reformatted building, parcel and road attribute data to specifications designed for Miss Utility. The data was implemented in a new program that helps to pin point where digging can and cannot take place. In 2010, A&A provided parcel automation services by creating an application toolbar to be used in ESRI software for automatic database conversion of the parcel data received by Virginia counties to be used in VUPS software. Computer Specialist.



GIS SERVICE

Greene County, Virginia

FIRM'S RESPONSIBILITY:

Provide layer maintenance, Parcel QA\QC, error correction, real estate database reconciliation, E911 layer QA\QC, E911 layer maintenance, Parcel\Zoning Mapbook creation using Data Driven Pages, WebGIS hosting services, update Spillman Flex CAD software

OWNER:

Greene County
40 Celt Road
Stanardsville, VA 22973
Ms. Stephanie Golon
Planner
434-985-1462

CLIENT SINCE:

2014

COMPLETION DATE:

On-going

Hurt & Proffitt, Inc. began working for Greene County in 2014. Since then, H&P has been providing GIS support services for a variety of projects. Here is a list of some of those projects.



- **GIS and E911 maintenance** - H&P performs all GIS maintenance to the county's GIS system. Through a collaborative effort, a workflow was setup to streamline parcel split edits, boundary adjustments, real estate joins, zoning updates, NG911 road ranging and address assignment. Custom tools were created to help facilitate these tasks, included a Addressing Tool that assigns NG911 addresses. All edits are documented and can easily be identified within the GIS.



- **Spillman Flex CAD System** - H&P worked with Spillman Technology to setup a workflow to update the Sheriff's Spillman Flex CAD Software using County E911 data. H&P now accesses the Spillman servers and preforms the necessary tasks to update the dispatch mapping

- **Parcel QA\QC and parcel line conflation** - H&P performed county-wide parcel error checking for topology errors (gaps\overlays). All errors were fixed. H&P also conflated all parcel lines to match the

current imagery. H&P identified problems in the real estate database and developed a workflow to correct various scenarios. The county's parcel to real estate join matching success rate went from 88% matching to 99% matching.

- **Tax Parcel, Zoning and E911 Mapbook creation** - Created full Mapbooks for both parcel and zoning using Data Driven Pages at various scales. E911 Mapbooks included a MSAG street index book to be distributed to local authorities. Full updated PDF mapbooks can be rendered within a few minutes using updated production data.



- **WebGIS hosting** - H&P hosts all of the County's data and presents it to the world using our WebGIS software. We have provided open demonstrations and training sessions for users. We provide users support through email and phone.



ONLINE GIS DEVELOPMENT

Town of Blacksburg, Virginia

FIRM'S RESPONSIBILITY:
WebGIS Creation & Maintenance

OWNER:
Town of Blacksburg
P.O. Box 90003
Blacksburg, VA 24062
Ms. Katherine Smith
GIS Coordinator
540-961-1834

COMPLETION DATE:
WebGIS Online: 2001
Technical Support & WebGIS Maintenance: On-going

CLIENT SINCE:
2002

COMPLETION DATE:
On-going

H&P created a WebGIS that provides the public with information about the town in the areas of community, planning and real estate. The site includes Community layers: Bike Lanes / Trails, Historic Overlay, Hydrants, Places, Parks / Recreation, Roads, Streams and Town Limits; Planning layers: Creek Zoning, Current Landuse, Future Landuse, Rental Property Zones and Zoning; and Real Estate parcel information. It also includes Overlays that show: Aerial Photography, Neighborhoods, Planning Sectors, School Districts and Voting Precincts. There is a separate GIS site that details the town's Westview Cemetery which includes a Base Map, Cemetery Lots, Cemetery Plots, For Sale and Vacant, Cemetery Plots, Sold and/or Full and Cemetery Sections. As well a Historic Walking Tour site. Both sites have zoom, pan, identify, search, print, and measure functions.

The site has a help tool bar and query builder and quick searches that provide data on Government Buildings, Libraries, Lodging and Parks. A parcel quicksearch was created for users who are looking for quick parcel data without going to the full map search and allows a user to search a last name or address, returning the information in plain text. A link is displayed to take the user to the full mapping site if desired. The site was designed to facilitate the use of mobile devices for viewing.

Most recently H&P migrated the Blacksburg WebGIS site to utilize the newest ESRI ArcServer technology.





GIS SERVICE

Madison County, Virginia

FIRM'S RESPONSIBILITY:

Provide layer maintenance, Parcel QA/QC, error correction, real estate database reconciliation, E911 layer QA/QC, E911 layer maintenance, Custom exported layers, WebGIS hosting services

OWNER:

Madison County
114 North Main Street
Madison, VA 22727
Mr. Brian Daniel
Commissioner of Revenue
540-948-4409

CLIENT SINCE:

2012

COMPLETION DATE:

On-going

Hurt & Proffitt, Inc. began working for Madison County in 2013. Since then, H&P has been providing GIS support services for a variety of projects. Here is a list of some of those projects.

- GIS maintenance** - H&P performs all GIS maintenance to the county's GIS system. Through a collaborative effort, a workflow was setup to streamline parcel split edits, boundary adjustments, real estate joins, zoning updates, E911 road ranging and address assignment. Custom tools were created internally to help facilitate these tasks. All edits are documented and can easily be identified within the GIS.



- Parcel QA/QC and parcel line conflation** - H&P performed county-wide parcel error checking for topology errors (gaps/overlays). All errors were fixed. H&P also conflated all parcel lines, excluding those already placed accurately using COGO entry, to match the current imagery.
- Custom layer exports** - At the request of the County, H&P created custom export routines that updates several layers simultaneously including a parcel kml layer with internal links to building images.



This alleviated the county from having to manually create this layer every time an update occurs and ensure parity between layers.

- WebGIS hosting** -

H&P hosts all of the County's data and presents it to the world using our WebGIS software. We have provided open demonstrations and training sessions for users. We provide users support through email and phone.



E911 GIS SERVICE

Caswell County, North Carolina

FIRM'S RESPONSIBILITY:

E911 layer QA\QC, E911 error correction, Error recommendation in accordance to NG911, Workflow support, Provide E911 layer maintenance

OWNER:

Caswell County
P.O. BOX 1177
Yanceyville, NC 27379
Mr. Harvey Rudd
E911 Coordinator
336-694-2530


CLIENT SINCE:

2016

COMPLETION DATE:

On-going

Hurt & Proffitt, Inc. began working for the Caswell County E911 department in 2016. Since then, H&P has been assisting the County in providing a clean E911 system to use in their CAD system and their county wide GIS. Here is a list of some of the tasks associated with this project.

- E911 QA\QC & error correction** - H&P developed a custom tool to inspect the E911 layers to NG911 standards. This included centerline geometry gaps\overlaps, address range gaps\overlaps and inconsistent address assignments. All errors were reviewed and corrected using the tools cleanup functions. A list of addresses and centerlines were flagged for field verification by the E911 Department. A WebGIS site was then implemented so that the E911 department personnel could identify, locate and verify questionable data.
 
- E911 CAD support** - H&P has been working with the E911 department CAD vendor to ensure interoperability between the new data and the CAD software. This collaboration is to ensure that a efficient and simplified update workflow is developed for the department to update their CAD workstation.
- E911 Layer Maintenance** - H&P developed a E911 tool to assign addresses based on E911 standards. This tool populates all of the necessary fields and can be customized further to meet future needs. It is also used to assign address road ranges to centerlines.



PARCEL CONVERSION & WEB GIS

Franklin County, Virginia

FIRM'S RESPONSIBILITY:

Parcel Conversion & Online GIS
Site
Creation & Maintenance

OWNER:

Franklin County
40 East Court Street
Rocky Mount, VA 24151
540-483-3012
Maggie.Birch@franklincountyva.gov

CLIENT SINCE:

2004

COMPLETION DATE:

Parcel Digitization: 2004
WebGIS Implementation: 2005
WebGIS Support & Enhancement:
On-going

We georeferenced Franklin County's existing tax maps to the most current orthophotography available. We then used those georeferenced tax maps and orthophotography as a reference for parcel digitization. Using ESRI's ArcGIS 9.x, parcels were digitized into a ERSI Personal Geodatabase using digitizing and topological tools found in ArcGIS 9.x. and parcel splits were incorporated into the GIS parcel layer. Splits were drawn in using COGO entries recorded from plats and annotation layers were created to store all map text found within the original tax maps. The original tax maps were used as a reference for original annotation placement, font size and font style.

The end result was a fully functional and easily maintainable GIS geodatabase that simplified the plotting of updated tax maps. All files were subsequently transferred to Franklin County GIS Management for them to maintain themselves when the project was completed. Total number of parcels: 40,056.

We created an online GIS site for Franklin County to track the progress of the parcel project. Once completed we created a full internet accessible WebGIS site that included Community, Economic Development, Land, Boundaries, Real Estate, Transportation, Utility and Overlay layers. The site has zoom, pan, identify, search, query, print and measure functions. The site has a custom quick search for parcel sale information. Franklin County's webGIS receives approximately 650,000 hits per month.



WEBGIS & GIS APP DEVELOPMENT

Multiple Localities

FIRM'S RESPONSIBILITY:

WebGIS Creation, deployment, maintenance, customization, support, customer service, training

OWNER:

Various Localities in NC, VA and WV

COMPLETION DATE:

WebGIS Development: Since 1997
On-going

H&P hosts 25 WebGIS clients in both public and secure settings. Each client has its own individual needs and therefore each WebGIS is slightly different to target those demands. Within WebGIS, H&P has created custom searches, advanced query builder options, custom identify templates, link integration to other websites (such as property cards), creating html property cards from databases, custom tools to do specific tasks, links to ancillary documents, downloads for data, and even stand-alone GIS apps,

Clients send H&P data to update their WebGIS sites through secure upload links. Each client updates at varying intervals ranging from weekly to quarterly. H&P has helped clients streamline their update processes. We have created custom routines to aid in standardizing data submissions.

WebGIS is developed using JavaScript and ESRI ArcServer Technology. It is responsive to the device that it is being accessed on so it can be viewed on any device or web browser. It can consume any web-map service or feature service available, including state and federal data.



North Carolina

Alleghany Co., NC
Avery Co., NC
Caswell Co., NC
City of King, NC
Cleveland Co., NC
McDowell Co., NC

Montgomery Co., NC
Rockingham Co., NC
Transylvania Co., NC

Virginia

Blacksburg, VA
Christiansburg, VA
Franklin Co., VA
City of Galax, VA
Giles Co., VA
Grayson Co., VA
Greene Co., VA
Greensville Co., VA

Halifax Co., VA
Madison Co., VA
Rockbridge Co., VA
Rural Retreat, VA
Smyth Co., VA
Town of Warrenton, VA
Wise Co., VA

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB T

MEETING DATE:	January 10, 2018				
AGENDA TITLE:	Appointment of Columbia Area Renewal Effort (CARE) Task Force Members				
MOTION(s):	I move to appoint _____ to the Columbia Area Renewal Effort (CARE) Task Force, with terms to begin immediately and end June 30, 2018.				
STRATEGIC INITIATIVE?	Yes XX	No	If yes, list initiative(s):		D10
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steve Nichols, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Current				
DISCUSSION:	John Hammond is unable to continue serving on the CARE Task Force Applicants interested in serving on the CARE Task Force include: • Carolyn Tinsley				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	Columbia Area Renewal Effort (CARE) Task Force Charter				
ENCLOSURES:	Candidate Application - CarolynTinsley				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name:		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
Years Lived in Fluvanna	Cell Phone – preferred?	Home Phone – preferred?	Email
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.):			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates):			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY:			
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to:</p> <p>Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</p>			
Applicant's Signature		(Typing name below serves as digital signature)	
		Date	

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

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

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

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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

Office Use Only		
Application Received On:		
Acknowledgement Sent:		
Renewal Date:		
Renewal Date:		
Renewal Date:		
Renewal Date:		

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

TAB U

MEETING DATE:	January 10, 2018				
AGENDA TITLE:	Approval of Open Space Contract for Andrew J. Jr. & Carol A. Mills				
MOTION(s):	I move to approve the open space contract for Andrew J. Jr. & Carol A. Mills for tax map parcel 26-16-18; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Andrew J. Jr. & Carol A. Mills' executed open space contract -Map of tax map parcel 26-16-18				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 20th day of December, 2017, by and between Andrew J. Jr. & Carol A. Mills, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

WHEREAS, the Grantor owns certain real estate, described below, hereinafter called the Property; and

WHEREAS, the County is the local governing body having real estate tax jurisdiction over the Property; and

WHEREAS, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

WHEREAS, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

NOW, THEREFORE, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcel: 26-16-18 (10.0 acres)

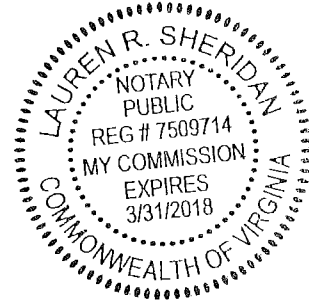
2. The Grantor agrees that during the term of this agreement:
 - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
 - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
 - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
 - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
 - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.

- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
 - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
 - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
 - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
 - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
 - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of Five (5) consecutive years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.

Andrew & Carol Mills (SEAL)
Landowner

Carol G. Mills (SEAL)
Co-owner (s)



STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

Andrew & Carol Mills, Landowner (s)

on this 20th day of December, 2017.

My commission expires: 3/31/2018

Lauren R. Sheridan
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

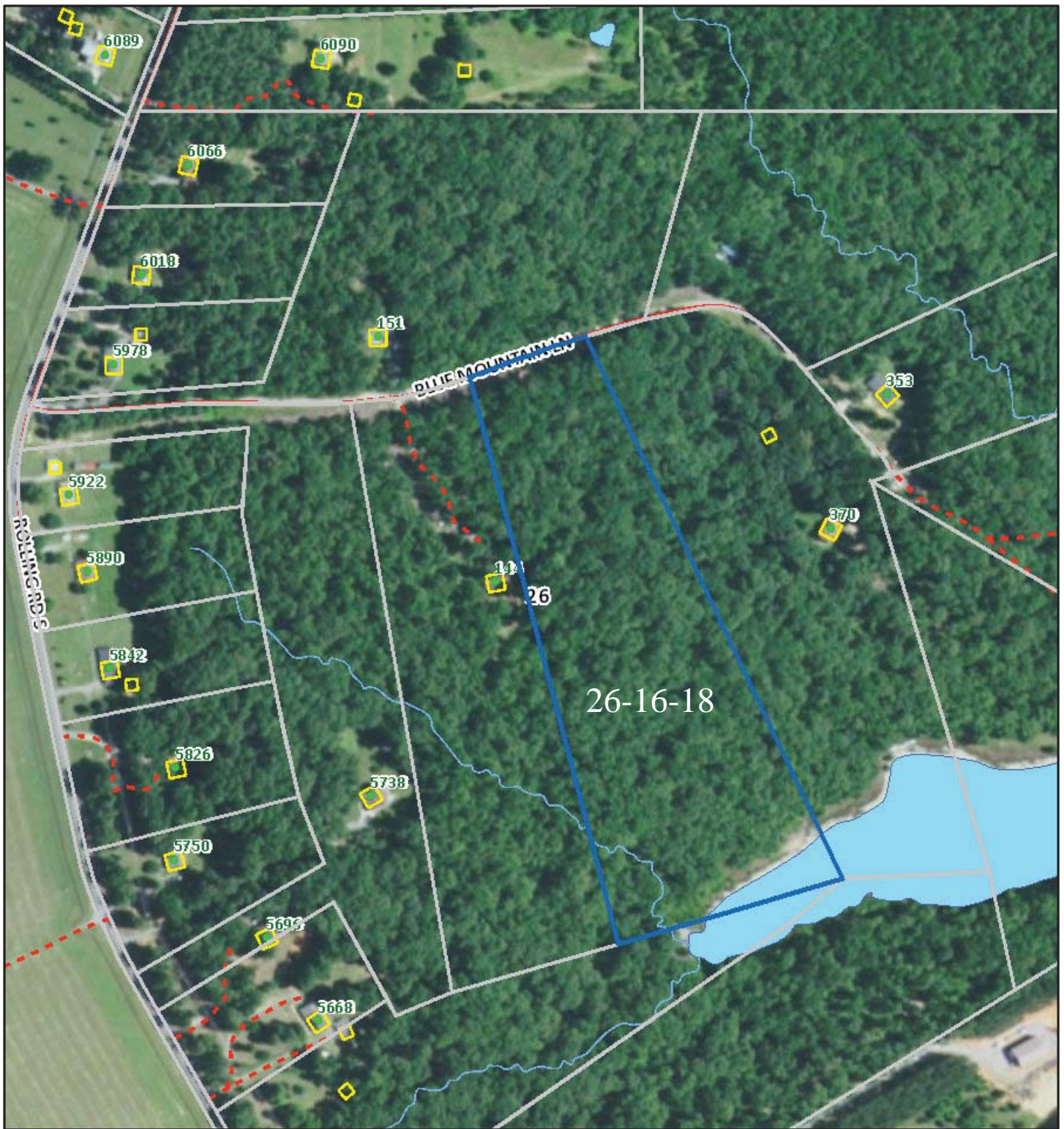
The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

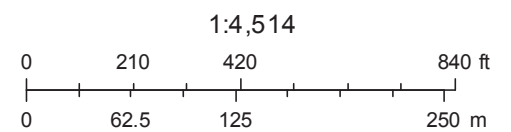
on this _____ day of _____, _____.

My commission expires: _____

Notary Public



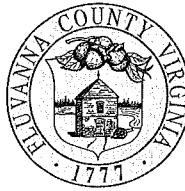
December 21, 2017



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

TAB V

MEETING DATE:	January 10, 2018				
AGENDA TITLE:	Approval of Open Space Contract for Linda F. Staiger, Trustee of the Staiger Living Trust				
MOTION(s):	I move to approve the open space contract for Linda F. Staiger, Trustee of the Staiger Living Trust, for tax map parcel 20-A-9A; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Linda F. Staiger's executed open space contract for the Staiger Living Trust -Map of tax map parcel 20-A-9A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 14 day of December, 2017, by and between Linda Faye Staiger, Trustee of the Staiger Living Trust, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

WHEREAS, the Grantor owns certain real estate, described below, hereinafter called the Property; and

WHEREAS, the County is the local governing body having real estate tax jurisdiction over the Property; and

WHEREAS, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

WHEREAS, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

NOW, THEREFORE, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

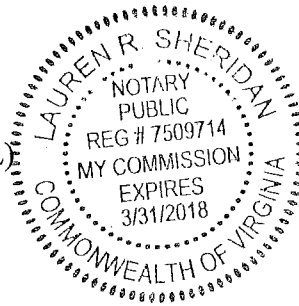
Tax Map Parcel: 20-A-9A (17.24 acres)

2. The Grantor agrees that during the term of this agreement:
 - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
 - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
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 - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.

- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
 - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
 - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
 - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
 - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
 - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of five (5) consecutive years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
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Linda Staiger (SEAL)
Landowner



Co-owner (s) (SEAL)

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

Linda Staiger, Landowner (s)

on this 14th day of December, 2017.

My commission expires: 3/31/2018

Lauren R. Sheridan
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

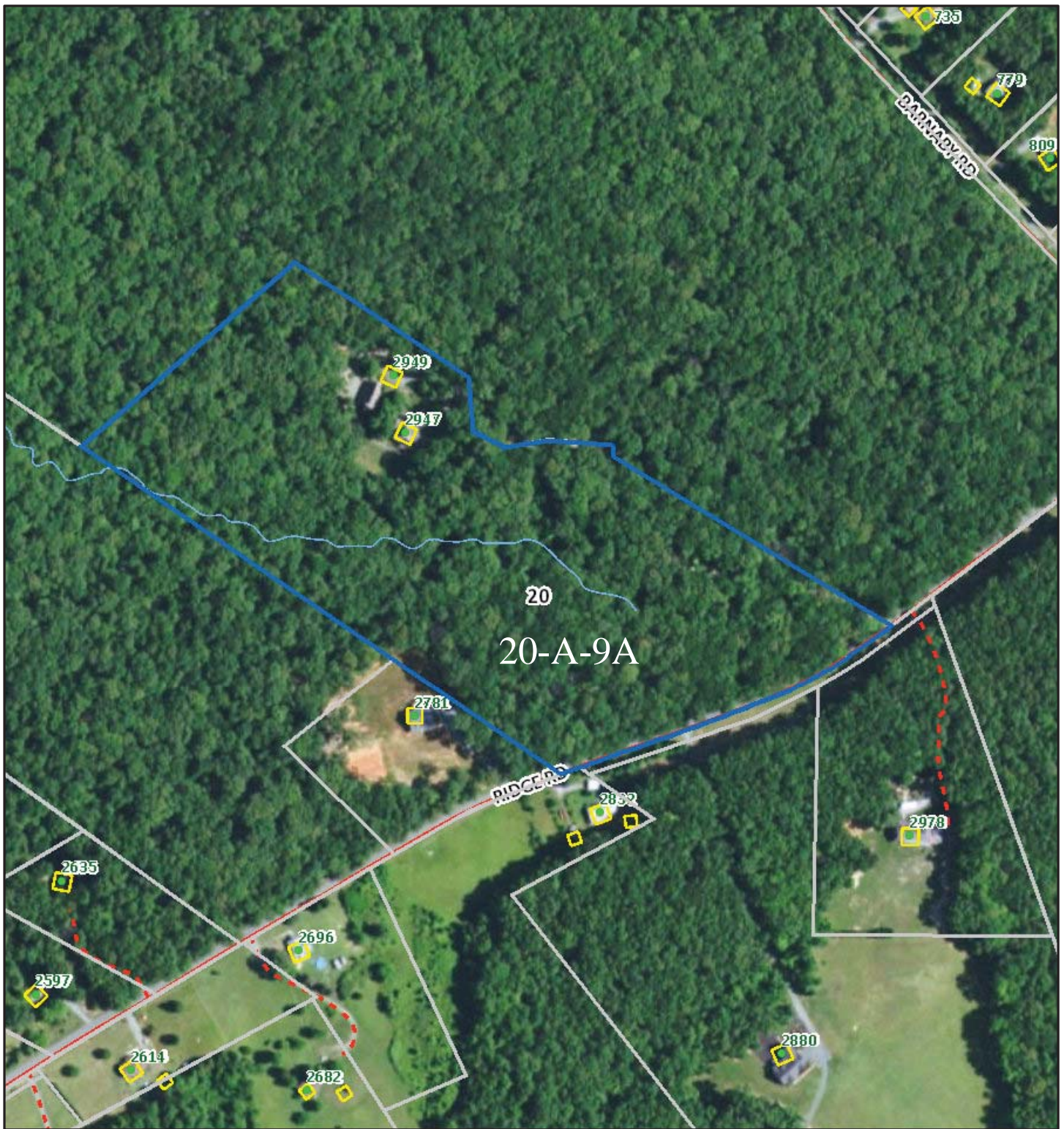
The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

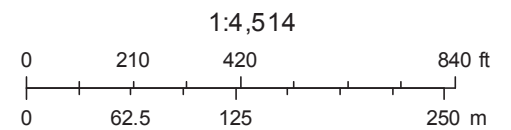
on this _____ day of _____, _____.

My commission expires: _____

Notary Public



December 15, 2017



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

TAB W

MEETING DATE:	January 10, 2018				
AGENDA TITLE:	FY18 Aid to Localities Funding – Fire Department				
MOTION(s):	I move the Board of Supervisors approve the supplemental appropriation of \$889.00 to the FY18 State Fire Program’s Aid to Localities pass-through funding.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Mary Anna Twisdale, Management Analyst				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Effective Immediately				
DISCUSSION:	<ul style="list-style-type: none"> Each locality in the Commonwealth receives annual funding to be passed on to the Fire Departments. Aid to Localities funding is a formula based allocation. So the amount allocated is different each year. The Commonwealth sends this funding to the County as a direct pass through to the Fire Departments. For FY18, the funding amount is \$85,889. which is \$889 over the budgeted amount of \$85,000 				
FISCAL IMPACT:	This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

TAB X

MEETING DATE:	January 10, 2018				
AGENDA TITLE:	FY18 1 st & 2 nd Quarter Voluntary Contributions				
MOTION(s):	<p>I move the Board of Supervisors approve the following supplemental appropriations for FY18 1st & 2nd Quarter Voluntary Contributions:</p> <ul style="list-style-type: none"> • \$40.00 – Parks & Recreation Department: Rec Supplies • \$543.20 – Sheriff's Office: Volunteer Programs: Other Oper. Supplies • \$25.00 – Library: Books • \$1,700.00 – Schools: Instruction 				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Mary Anna Twisdale, Management Analyst				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Routine				
DISCUSSION:	The Board of Supervisors approved the "Fluvanna County Voluntary Contributions Program Policy" on August 7 th , 2013, with the program to become effective September 1 st , 2013				
FISCAL IMPACT:	This supplemental appropriation would authorize staff to increase donation revenue and Office/Department expenditures.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

January 10, 2018

No.	Item
1	FY18 BOS Contingency Balance report – 2018-01-10
2	FY18 Capital Reserve Memo – 2018-01-10
3	Unassigned Fund Balance Report – 2018-01-10
4	
5	
6	
7	
8	
9	
10	

COUNTY OF FLUVANNA

“Responsive & Responsible Government”

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

MEMORANDUM

Date: January 10, 2018
From: Mary Anna Twisdale – Management Analyst
To: Board of Supervisors
Subject: FY18 BOS Contingency Balance

The FY18 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000
Less: Arts Council FY18 Allocation Grant Supplement – 06.07.17	-\$500
Less: Quitclaim and Release for FCSS Building – 08.16.17	-\$11,520
Less: Reimbursement of Legal Fees to Linda Lenherr – 09.20.17	-\$18,132
Less: Reimbursement to Fire for Transfer of Brush 10 to Public Works – 11.01.17	-\$20,000
Less: Lucas 3 Chest Compression System – 12.20.17	-\$14,735.50
Available:	\$85,112.50

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MEMORANDUM

Date: January 10, 2018
From: Mary Anna Twisdale – Management Analyst
To: Board of Supervisors
Subject: FY18 Capital Reserve Balances

The FY18 Capital Reserve account balances are as follows:

County Capital Reserve:

FY17 Carryover	\$134,975
FY18 Allocation:	\$175,000
Plus: Projects Completed July 2017	\$31
Less: Courts Building Well Repairs – 08.02.17	-\$7,800
Less: Bobcat Skid-Steer Major Repairs – 08.02.17	-\$2,400
Less: Additional Historic Courthouse Roof Repairs – 09.06.17	-\$10,000
Less: Courts Building Records Room HVAC – 09.06.17	-\$55,000
Less: Palmyra Rescue Asphalt and Concrete Slab – 09.20.17	-\$39,000
Less: Demolish Old Maintenance Shop and Dispose of Debris – 11.01.17	-\$40,000
Less: Design and Construction of Foundation Underpinning Along Front of Pleasant Grove House – 11.01.17	-\$27,500
Less: Secure Evidence Storage at Public Safety Building – 11.01.17	-\$8,550
Less: Replace Fencing and Expand Impound Lot at Public Safety Building – 11.01.17	-\$15,000
Available:	\$104,756

Schools Capital Reserve:

FY17 Carryover	\$238,603
FY18 Allocation:	\$75,000

Plus: Projects Completed July 2017	\$1,159
Less: Central HVAC Unexpected Repairs – 07.05.17	-\$6,226
Less: Bus Motor Repair – 10.04.17	-\$20,000
Less: Repair and Resurface FCHS Tennis Courts and Track – 10.04.17	-\$44,400
Less: Replace FCHS Baseball Bleachers – 10.04.17	-\$36,200
Less: Maintenance of Fire Extinguishers – 10.04.17	-\$7,980
Less: Middle School Painting – 12.20.17	-\$32,450
Less: Roof Repairs, Carysbrook Elementary, West Central Primary, FCHS – 12.20.17	-\$8,770
Available:	\$158,736

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MEMORANDUM

Date: January 10, 2018
From: Mary Anna Twisdale – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

FY17 Year End Audited Total Unassigned Fund Balance:	\$15,855,959
Unassigned Fund Balance – 12% Target Per Policy:	\$8,342,826
Unassigned Fund Balance – Excess Above Policy Target:	\$7,513,133
Less: FY17 to FY18 Automatic Carryovers	-\$23,862
Less: ZXR Water. & Sewer Sys. Amend. to Agrmt. #3 (Dewberry) – 07.05.17	-\$4,500
Less: ZXR Water & Sewer Sys. Project Agreement #4 (Bowman) – 07.05.17	-\$6,880
Less: ZXR Water & Sewer Sys. Project Agreement #11 (Dewberry) – 07.05.17	-\$51,330
Less: ZXR Water & Sewer Sys. Project Agreement #5 (Bowman) – 07.05.17	-\$22,950
Less: ZXR Water & Sewer Sys. Amend. to Agrmt. #6 (Dewberry) – 09.06.17	-\$13,870
Less: ZXR Water & Sewer Sys. Project FY18 Interest Payments – 09.06.17	-\$224,852
Less: ZXR Water & Sewer Sys. Project Agreement #6 (Bowman) – 10.18.17	-\$6,550
Less: Farm Heritage Museum – 11.15.17	-\$54,470
Less: Image Trend Software – 12.20.17	-\$29,750
Current FY18 Unassigned Fund Balance– Excess Above Policy Target:	\$7,074,119