



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

March 21, 2018, at 7:00 pm

TAB AGENDA ITEMS

1 - CALL TO ORDER

2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

3 – ADOPTION OF AGENDA

4 – COUNTY ADMINISTRATOR’S REPORT

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 – PUBLIC HEARING

E ZMP 17:05 - 2428 Richmond Road LLC – Brad Robinson, Senior Planner

F SUP 18:01 – Amber Hill LLC – Brad Robinson, Senior Planner

7 – ACTION MATTERS

G Deputy Treasurer 1 Salary Adjustment – Jessica Rice, HR Manager

H Agreement for Broker Dealer Services and Authorization with Multi-Bank Securities, Inc. - Eric Dahl, Deputy County Administrator/Finance Director and Linda Lenherr, Treasurer

I FY18 BOS Contingency Budget Transfer- Lake Monticello Volunteer Fire Department - Rich Constantino, Chief, Lake Monticello Fire Department

J Fluvanna County Public Schools Reallocation of FY14 Carysbrook Upper Elementary CIP Funds - Don Stribling, Executive Director FCPS

K Land Records Management Contract - Cyndi Toler, Purchasing Officer

L Advertisement of Public Hearing For Proposed Ordinance Amendment Regarding County Code Chapter 15 – Motor Vehicles and Traffic—Steven M. Nichols, County Administrator

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

None.

9 – CONSENT AGENDA

M Accounts Payable Report for February 2018—Eric Dahl, Deputy County Administrator/Finance Director

Mc Proclaiming March 2018 Red Cross Month—Steven M. Nichols, County Administrator

N Proclaiming March 2018 Colon Cancer Awareness Month—Steven M. Nichols, County Administrator

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: 2018.03.16 14:20:56 -04'00'

County Administrator Review

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

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

PLEDGE OF ALLEGIANCE

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

ORDER

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

PUBLIC HEARING RULES OF PROCEDURE

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

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COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS Package 2018-03-21 p.1/357

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

2018-2019 STRATEGIC INITIATIVES AND ACTIONS

A SERVICE DELIVERY	
A1	Work with FRA to identify support options for Fire and Rescue volunteers.
A2	Continue to research and evaluate county-wide broadband expansion opportunities.
A3	Hold review meeting on ordinance enforcement (trash, buildings, vehicles) with Health Dept., Planning, Building Inspections, Public Works, and County Attorney.
A4	Perform strategic review of existing and needed partnerships with local area support and other non-profit groups. (Needed? Effective? Consolidate resource contributions?)
A5	Improve partnership with the school system for shared use of county and school owned facilities.
A6	Identify and assess resident concerns about roadway and public safety issues, and coordinate with VDOT for appropriate actions.
A7	Initiate comprehensive review of the Hwy 53 corridor from Lake Monticello Road to Ruritan Lake Road (e.g., Safety improvements at LM Monish Gate; 3-way stoplight at Food Lion; sight improvement at Ruritan Lake Road and Hwy 53; etc.)
B COMMUNICATION	
B1	Assess options to communicate more efficiently, effectively, and economically with Fluvanna residents.
B2	Marketing campaign to let residents know about accomplishments and where their tax dollars go.
B3	Meet with local Pastors to discuss effective communications and community support.
B4	Promote tax due dates, public hearings, etc., in FAN Mail.
B5	Expand County Website to receive, answer, and post questions from residents.
B6	Hold an Elected Official's Breakfast for our State Representatives in Fall of 2018
B7	Hold an Elected Official's Breakfast for our State Representatives in Fall of 2019
B8	Conduct 2019 Fluvanna County Residents Survey and analyze results.
C PROJECT MANAGEMENT	
C1	Continue Columbia area renewal efforts including improved enforcement of County/State codes and Health Department regulations.
C2	Complete a Master Water and Sewer (Plan Phase I) to identify sources for the county's long-term water needs; particularly for each of its community planning areas.
C3	Incorporate well-drilling logs provided by the Fluvanna Health Dept. into the county's geographic information system (GIS).
C4	Create master report and marketing plan regarding County tower assets and rental options.
C5	Investigate the use of Overlay Zones for the Zion Crossroads Community Planning Area to support economic development.

C6	Create a County-wide overlay map showing utilities and other key features that support business growth and development.
C7	Review and pursue opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.
C8	Successfully oversee and manage Fluvanna County aspects of the James River Water Project.
C9	Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.
C10	Pursue Phase II of Fork Union streetscape project.
D	ECONOMIC DEVELOPMENT AND TOURISM
D1	Draft and adopt a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.
D2	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.
D3	Coordinate development activity at Fluvanna’s northern border with Louisa County, including possible natural gas line along 250 and discussing “shared” parcels.
D4	Conduct 2018 local Business Climate Survey and analyze results.
D5	Hold an Economic Development Discussion Forum for local businesses with planning, zoning, building inspections, infrastructure components.
D6	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.
D7	Investigate opportunities for park expansion or Rivanna River access points to support expanded recreational activities
D8	Investigate allowing large lot subdivisions in A-1 as alternative to current cluster subdivisions. (Amend the zoning and subdivision ordinances to allow for varying lot sizes, from small clustered lots to large parcels suitable for continued farming and rural living.)
D9	Review higher density options between PDA and R4.
D10	Review options, pros, cons, costs, etc., of creating a “teaching farm” at PG Park,
E	FINANCIAL STEWARDSHIP AND EFFICIENCY
E1	Review local business license/registration options and pros/cons.
E2	Reduce the County’s reliance on creating and mailing paper checks for payments and implement expanded ACH/EFT transaction options.
E3	Create monthly Treasurer’s Report for BOS Package and quarterly in-person briefing on the data.
E4	Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.
E5	Expand Fluvanna County Website Data Dashboard with key metrics.
E6	Implement easy to access electronic format code of ordinances (MuniCode or similar).

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

TAB E

MEETING DATE:	March 21, 2018				
AGENDA TITLE:	ZMP 17:05 – 2428 Richmond Road LLC				
MOTION(s):	I move that the Board of Supervisors approve/deny/defer ZMP 17:05, a request to amend the Fluvanna County Zoning Map with respect to approximately 29.4 acres of Tax Map 4, Section A, Parcel 27, to rezone the same from A-1, Agricultural, General, to I-1, Industrial, Limited and I-2, Industrial, General.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Brad Robinson, Senior Planner				
PRESENTER(S):	Brad Robinson, Senior Planner				
RECOMMENDATION:	At its meeting on March 13, 2018, the Planning Commission recommended denial of ZMP 17:05 (5-0); Mr. Johnson moved to recommend denial, Ms. Cotellessa seconded. AYES: Bibb, Cotellessa, Johnson, Lagomarsino and Zimmer.				
TIMING:	Immediate decision requested at current meeting.				
DISCUSSION:	A request to amend the Fluvanna County Zoning Map with respect to 29.4 acres of Tax Map 4, Section A, Parcel 27, to rezone the same from A-1, Agricultural, General to I-1, Industrial, Limited and I-2, Industrial, General.				
FISCAL IMPACT:					
POLICY IMPACT:	Regarding ZMP 17:05 , the Board of Supervisors may: <ul style="list-style-type: none"> • Approve this request, allowing the Fluvanna County Zoning Map to be amended; OR • Deny this request, preventing the Fluvanna County Zoning Map from being amended; OR • Defer this request and make a final decision at a later date. 				
LEGISLATIVE HISTORY:	Review of a proposed Zoning Map Amendment in accordance with Chapter 22, Article 17 of the Fluvanna County Code (Zoning Ordinance). Application was received on December 1, 2017. Planning Commission reviewed the request on March 13, 2018.				
ENCLOSURES:	Staff Report (with accompanying attachments)				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



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STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: ZMP 17:05
Tax Map: Tax Map 4, Section A, Parcel 27

From: Brad Robinson
District: Palmyra
Date: March 21, 2018

General Information: This request is to be heard by the Board of Supervisors on Wednesday, March 21, 2018 at 7:00 pm in the Circuit Court Room in the Courts Building.

Owner: 2428 Richmond Road LLC

Applicant: 2428 Richmond Road LLC / Carroll Morris, M&M Salvage

Representative: Shimp Engineering PC

Requested Action: To amend the Fluvanna County Zoning Map with respect to 29.4 acres of Tax Map 4, Section A, Parcel 27, to rezone the same from A-1, Agricultural, General to I-1, Industrial, Limited and I-2, Industrial, General. (Attachment A)

Location: The affected property is located along Richmond Road (U.S. Route 250), approximately 0.16 miles west of the intersection of Zion Road (State Route 627) and Memory Lane (State Route 698). The parcel is within the Zion Crossroads Community Planning Area and the Palmyra Election District. (Attachment B)

Existing Zoning: A-1, Agricultural, General (Attachment C)

Proposed Zoning: I-1, Industrial, Limited and I-2, Industrial, General

Existing Land Use: Vacant industrial

Planning Area: Zion Crossroads Community Planning Area

Adjacent Land Use: Adjacent properties are zoned A-1, I-1, I-2 and R-3.

Zoning History: A salvage yard operated by Cosner Bros. was formerly located on the property for several decades. The salvage yard ceased operation within the last year and was a legal nonconforming use.

Neighborhood Meeting:

A neighborhood meeting was held February 15, 2018. There were approximately 31 attendees including staff. The attendees had the following questions or concerns:

- What is the planned use?
- There have been issues with noise and lights on the adjacent property currently zoned I-1
- Concerned about property values and the possibility they might decrease
- If the property is rezoned, is LKQ considering buying the front portion?
- Is the applicant willing to consider zoning the entire property I-1 instead of I-2?

(Attachment D)

Technical Review Committee:

The Technical Review Committee reviewed this request on December 14, 2017 and did not have any comments. The application was amended and reviewed again by the Technical Review Committee on February 8, 2018. Neither the applicant nor his representative attended this meeting. The following comments were received by Planning staff:

- Chamber of Commerce: I have a couple of concerns. One is the adjacent cluster development. I wonder if there is adequate buffer between the manufacturing portion and the cluster development. Even though the proposed activity continues to be industrial. The Proposed activity appears a more intense activity than before. Perhaps a increased density is needed. the second deals with traffic of heavy trucks and equipment that probably will be used in delivery and movement within property may require some changes on 250 and the entrances of the property.
- Fire and Rescue: No questions at this time since this is for rezoning. Will be more interested when a specific business comes before the TRC.
- Sheriff's Office: No comments.

Analysis:

The applicant is requesting to rezone 29.4 acres of Tax Map 4, Section A, Parcel 27 from A-1, Agricultural, General to both I-1, Industrial, Limited and I-2, Industrial, General. Approximately 7.5 acres would be zoned I-1 while the remaining portion, approximately 21.9 acres, would be zoned I-2. The subject property is located along Richmond Road (U.S. Route 250), approximately 0.16 miles west of the intersection of Zion Road (State Route 627) and Memory Lane (State Route 698).

The applicant has not identified a proposed use or purpose for this rezoning request, but lists potential uses within each requested zoning district as follows:

Potential I-1 Uses

Landscaping materials supply
 Automobile repair service establishments
 Automobile sales
 Retail stores
 Self-storage facilities
 Contractor's storage yards
 Machine shops
 Light Manufacturing
 Wholesale warehouses

Potential I-2 Uses

Salvage and scrap yards
 Medium Manufacturing
 Contractor's storage yards
 Machine shops
 Transportation terminals
 Wholesale warehouses

Staff understands the applicant desires to sell the property and potential buyers would prefer the property to have industrial zoning prior to purchase.

The purpose of the I-1 District, the current zoning of the property, is *“to permit certain light industries. The limitations ... are imposed to protect and foster adjacent residential property while permitting certain light industries to locate near a labor supply.”* A petroleum distribution facility is not permitted in this district.

In comparison, the purpose of the I-2 District is *“to establish an area as defined by the Comprehensive Plan where the principal use of land is for heavy commercial and industrial operations, which may create some nuisance, and which are not properly associated with, nor particularly compatible with, residential, institutional, and neighborhood commercial service establishments.”* A specific intent of this district among others is further stated to *“prohibit residential and neighborhood commercial use of the land and to prohibit any other use which would substantially interfere with the development, continuation or expansion of commercial and industrial uses in the district.”*

If this rezoning is approved, then the existing improvements on the property can be occupied by a use permitted by right after a site development plan has been reviewed and approved by planning staff prior, if required.

(Attachment A)

Zoning Violation

On February 13, 2018 staff received complaints about lights and trucks on the property during the night and early morning hours. A visit to the property confirmed construction materials and

equipment were being stored on the property, which constitutes a “contractor’s storage yard”. This use is defined as *“storage yards operated by, or on behalf of, a contractor for storage of large equipment, vehicles, or other materials commonly used in the individual contractor’s type of business; storage of scrap materials used for repair and maintenance of contractor’s own equipment; and buildings or structures for uses such as offices and repair facilities.”* Contractor’s storage yards are not permitted in the A-1 zoning district.

The property owner was notified and issued a notice of violation on February 14, 2018 and requested to correct the violation within 30 days of the notice. The applicant has failed to comply with the notice and work has continued on the property. Staff has received complaints about the activity almost daily since the notice was first issued. In addition to the noise from trucks, a camper was observed parked in front of the existing building before it was relocated to the rear.

If the property is successfully rezoned, the illegal use would still require review and approval of a site development plan in order to fully comply with the zoning ordinance.

(Attachment E)

Comprehensive Plan:

Land Use Chapter:

The Comprehensive Plan designates this property as within the Zion Crossroads Community Planning Area. According to this chapter, *“Zion Crossroads is envisioned to be the most intensely developed part of the county, consisting of regional mixed-use, regional employment, and neighborhood mixed-use developments. This area is the county’s primary regional economic development area and is targeted as a regional employment center with primarily mixed-use, mixed-income development.”*

Economic Development Chapter:

According to this chapter, *“the primary infrastructure service areas will be the Zion Crossroads, Lake Monticello, and Fork Union community planning areas”* and *“Zion Crossroads is considered the most viable area to attract light industrial, technology business, medical facilities, and retail.”* This property is located in close proximity to industrial development.

Planning Commission:

The Planning Commission considered this rezoning request at their March 13, 2018 meeting. Four citizens spoke during the public hearing in opposition to the request.

After additional discussion, Mr. Johnson moved to recommend denial, and Ms. Cotellessa seconded. The motion carried with a vote of 5-0. AYES: Bibb, Cotellessa, Johnson, Lagomarsino and Zimmer.

Conclusion:

The Comprehensive Plan states *“it is not sufficient for an applicant to receive approval for a rezoning simply because a property is within a community planning area. Each application is*

considered by the county to see if the proposed development is well planned within the context of the surrounding community.” Because the applicant has not identified a specific purpose for the requested rezoning, it is unclear what impacts could occur to the surrounding area. The former salvage and scrap yard use is vested on the property two years from the date it ceased operation.

In addition to conformance with the Comprehensive Plan, the Board of Supervisors may want to consider any potential adverse impacts, such as traffic entering and exiting the property, noise, or potential impacts to adjacent properties. The Board of Supervisors may also want to consider that the subject property is under an active zoning violation notice and how the nature of the violation relates to the requested industrial zoning designations.

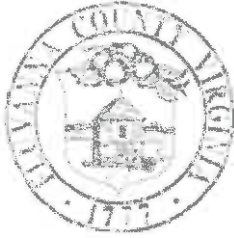
Suggested Motion:

I move that the Board of Supervisors approve/deny/defer ZMP 17:05, a request to amend the Fluvanna County Zoning Map with respect to approximately 29.4 acres of Tax Map 4, Section A, Parcel 27, to rezone the same from A-1, Agricultural, General, to I-1, Industrial, Limited and I-2, Industrial, General.

Attachments:

- A – Application and APO Letter
- B – Aerial Vicinity Map
- C – Existing Zoning Map
- D – Neighborhood Meeting sign in sheet
- E – Notice of Violation and photographs
- F – Correspondence from citizen
- G – Proposed ordinance

Copy: Justin Shimp, Shimp Engineering – justin@shimp-engineering.com
 2428 Richmond Road LLC - roger@mandmautosalvage.com
 File



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for Rezoning

Owner of Record: 2428 Richmond Road LLC

Applicant of Record: Same as Owner

E911 Address: PO Box 22 Ruckersville, VA 22968

E911 Address: _____

Phone: _____ Fax: _____

Phone: _____ Fax: _____

Email: _____

Email: _____

Representative: Justin Shimp P.E. - Shimp Engineering PC

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

E911 Address: 201 E. Main Street, Charlottesville, VA 22902

Phone: 434-227-5140 Fax: _____

Email: Justin@Shimp-Engineering.com

Is property in Agricultural Forestal District? ☒ No ☐ Yes

If Yes, what district: _____

Tax Map and Parcel(s): 4-A-27

Deed Book Reference: DB 931 P 492

Acreage: 29.4 Zoning: A-1

Deed Restrictions? ☒ No ☐ Yes (Attach copy)

Location of Parcel: South side of Richmond Road (US 250) approximately 825 ft west of Memory Lane Intersection

Requested Zoning: I-2

Proposed use of Property: No specified use is proposed

Affidavit to Accompany Petition for Rezoning

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

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

Date: 11/30/17 Signature of Owner/Applicant: _____

Subscribed and sworn to before me this 11th day of November, 2017 Register # 293705

My commission expires: Dec. 31, 2017 Notary Public: _____

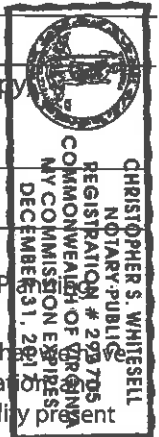
All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.

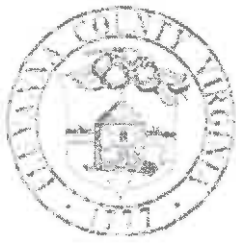
OFFICE USE ONLY

Date Received: <u>12/1/17</u>	Pre-Application Meeting: _____	PH Sign Deposit Received: <u>12/1/17</u>	Application #: <u>ZMP 17 : 05</u>
\$1,000 plus \$50 for per acre plus mailing costs fee paid: <u>Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified</u>			
Proffer or Master Plan Amendment: \$750.00 plus mailing costs <u>2470.00 + 90.00 = 2560.00 pdr# 2043</u>			
Election District: <u>Palmyra</u>	Planning Area: <u>Zion Crossroads CPA</u>		
Public Hearings			
Planning Commission		Board of Supervisors	
Advertisement Dates: _____	Advertisement Dates: _____		
APO Notification: _____	APO Notification: _____		
Date of Hearing: _____	Date of Hearing: _____		
Decision: _____	Decision: _____		

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

This form is available on the Fluvanna County website: www.fluvannacounty.org





COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Public Hearing Sign Deposit

Name: 2428 Richmond Road LLC

Address: PO Box 22

City: Ruckersville

State: Virginia

Zip Code: 22968

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


 Applicant Signature

11/30/17
 Date

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

OFFICE USE ONLY	
Application #: BZA _____ : CPA _____ : SUP _____ : ZMP <u>17</u> : <u>05</u> ZTA _____ :	
\$90 deposit paid per sign*:	Approximate date to be returned:

**COUNTY STAFF USE ONLY**

- [illegible]

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COUNTY STAFF USE ONLY

Meetings for the processing of the application

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

Actions

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



November 30, 2017

Fluvanna County Department of Planning and Zoning
132 Main Street
Palmyra, VA 22963

**Regarding: 2428 Richmond Road
ZMP Application**

Dear Reviewer,

Please find enclosed and application, checklist, plat, and fee to rezone parcel 4-A-27. If you have any questions or concerns please feel free to call me at (434) 227-5140 or by email at kelly@shimp-engineering.com and we can discuss any questions that you may have in further detail.

Best Regards,

A handwritten signature in black ink, appearing to read "J. Kelly Strickland", written over a horizontal line.

Kelly Strickland
Shimp Engineering, P.C.

Subject: Re: Form

From: "Justin Shimp, P.E." <justin@shimp-engineering.com>

Date: 11/29/2017 3:15 PM

To: Roger <roger@mandmautosalvage.com>

Hi Roger,

Here is the form, note it does need to be notarized. A fee payable to Fluvanna County will be required in the total of \$2,590. That covers the rezoning fee and the sign fee. Page 2 also needs a signature.

Justin Shimp, P.E.
434-953-6116

On Nov 28, 2017, at 1:36 PM, Roger <roger@mandmautosalvage.com> wrote:

Justin,

Please forward form for Carroll to sign. Thank you.

--

Thanks,
Roger

M & M Service & Salvage Yard, Inc.
229 M & M Road
P.O. Box 22
Ruckersville, VA 22968
Toll-Free: 800-533-4099
Local: 434-985-2559
Fax: 434-985-7181
www.mandmautosalvage.com
roger@mandmautosalvage.com

201 EAST MAIN
20K410

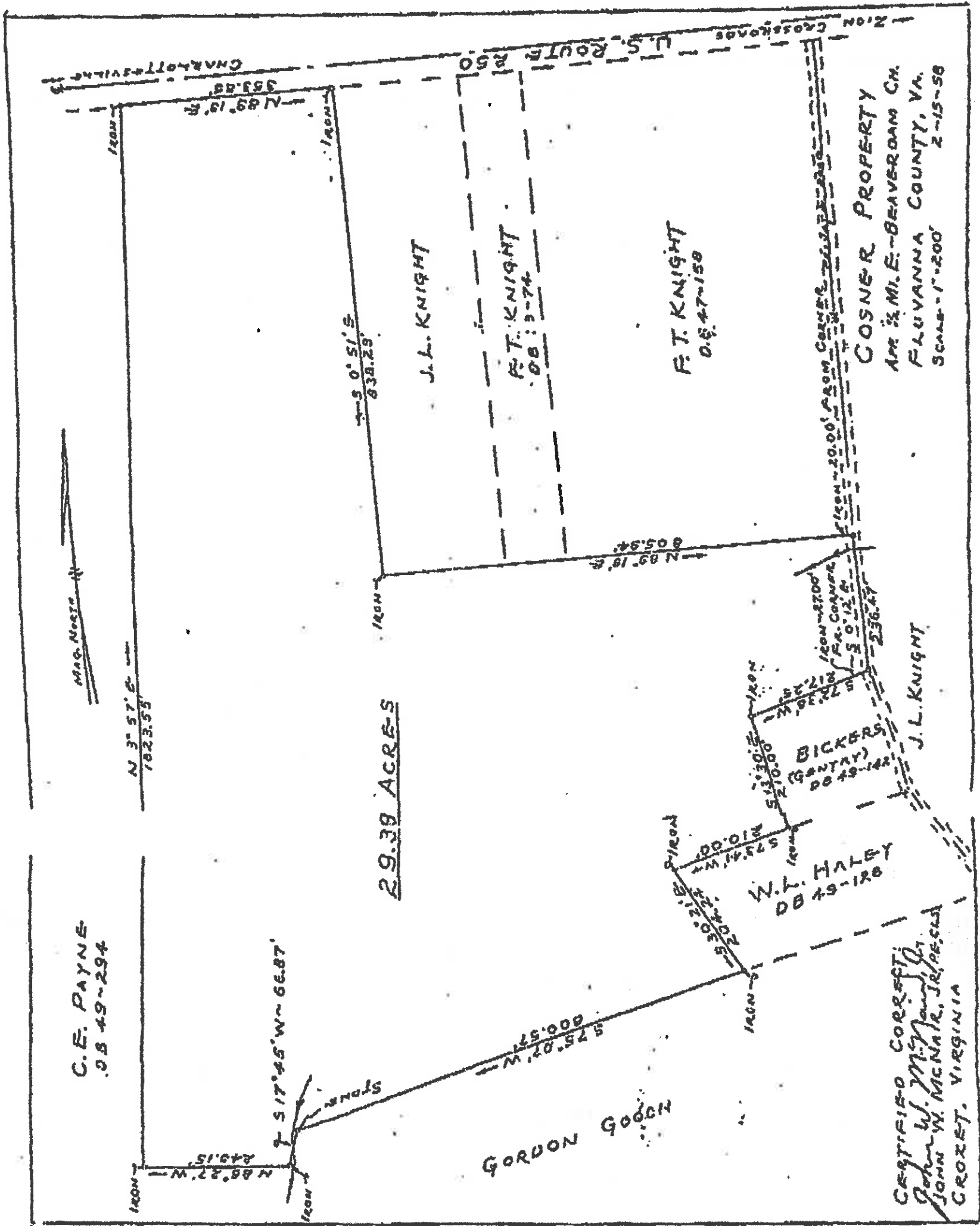
Attachments:

2428 Richmond Road ZMP Application.pdf

744 KB

Top MAP 4-A-27

FLUVANNA COUNTY DEED BOOK #54 PAGE 64



Brad Robinson

From: Kelly Strickland <kelly@shimp-engineering.com>
Sent: Wednesday, January 31, 2018 3:45 PM
To: Brad Robinson
Cc: justin@shimp-engineering.com
Subject: 2428 Richmond Road revision
Attachments: 2428 Richmond Road Narrative (01-31-18).pdf

Hello Brad,

As we discussed last week, I have attached a narrative for the 2428 Richmond Road ZMP application. Please consider the narrative as a revision to the application.

The Applicant is now requesting to amend the A-1 zoning to two different Industrial districts (I-1 and I-2) in accordance with the attached narrative.

It is our understanding that this application will now be reviewed by the TRC in February and proceed to PC public hearing in March.

Please confirm and let us know if you have any questions or concerns.

Thanks,
Kelly Strickland
Shimp Engineering PC
434.981.6029

Project Narrative

Project Title: 2428 Richmond Road
Zoning Amendment Request
Map PIN: 4-A-27
DB 931 P 492
Owner: 2428 Richmond Road LLC
Date: January 31, 2018

Revised Project Proposal:

This proposal is to amend an existing 29.4 acre A-1 General Agricultural district to allow commercial uses consistent with I-1 Limited Industrial and I-2 General Industrial zoning. The Owner/Applicant would like to re-purpose the existing commercial building (approximately 16,000 square foot) and associated infrastructure to accommodate a new use consistent with I-1 zoning. The Owner wishes to repurpose the rear portion of the property (approximately 21.9 acres) to permit uses consistent with I-2 zoning. The transition between the I-1 and I-2 zoning districts is proposed to correspond with...

**Property Description/
Existing Conditions:**

Tax Map 4-A Parcel 27
29.4 acres
Vacant Auto Salvage Building– 15,776 SF 1 1/2-story masonry construction
Vacant Automotive Salvage Lot
A-1 General Agricultural District
Zion Crossroads Community Planning Area

Current Use:

Vacant building and vacant automobile salvage yard

Existing Grandfathered Use:

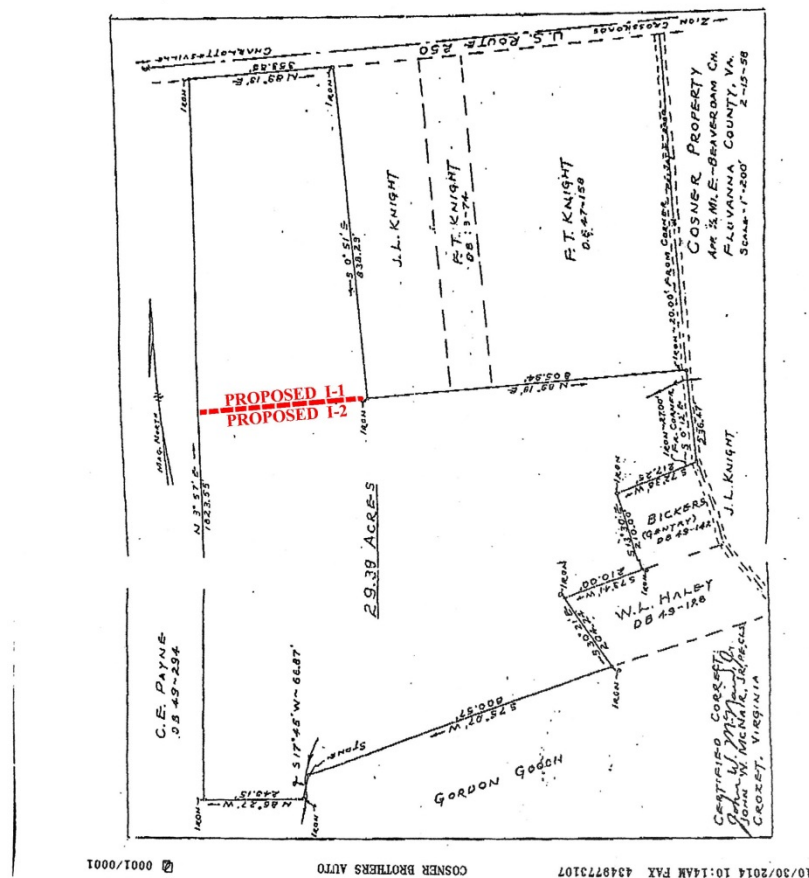
Salvage and Scrap Yard with related accessory uses



Proposed Use: This proposal is to create two industrial zoning districts: Limited Industrial (I-1) at the north end of the site, adjacent to Route 250 and General Industrial (I-2) at the south end of the parcel. The transition would occur at an existing corner iron, providing a logical separation of uses. The front portion, having frontage on Route 250, an existing building, and existing parking and loading facilities would work well with the retail-oriented uses permitted in I-1. The larger rear portion of the site would work well for manufacturing, warehousing, and other industrial uses permitted in I-2 zoning.

TOP MAP 4-A-27

FLOYD COUNTY DEED BOOK #54 PAGE 64



Re-purposing of existing building and front portion of property to accommodate I-1 (Limited Industrial) district uses.



Potential I-1 Uses: Landscaping materials supply, Automobile repair service establishments, Automobile sales, Retail stores, Self-storage facilities, Contractor's storage yards, Machine shops, light Manufacturing, and Wholesale warehouses.

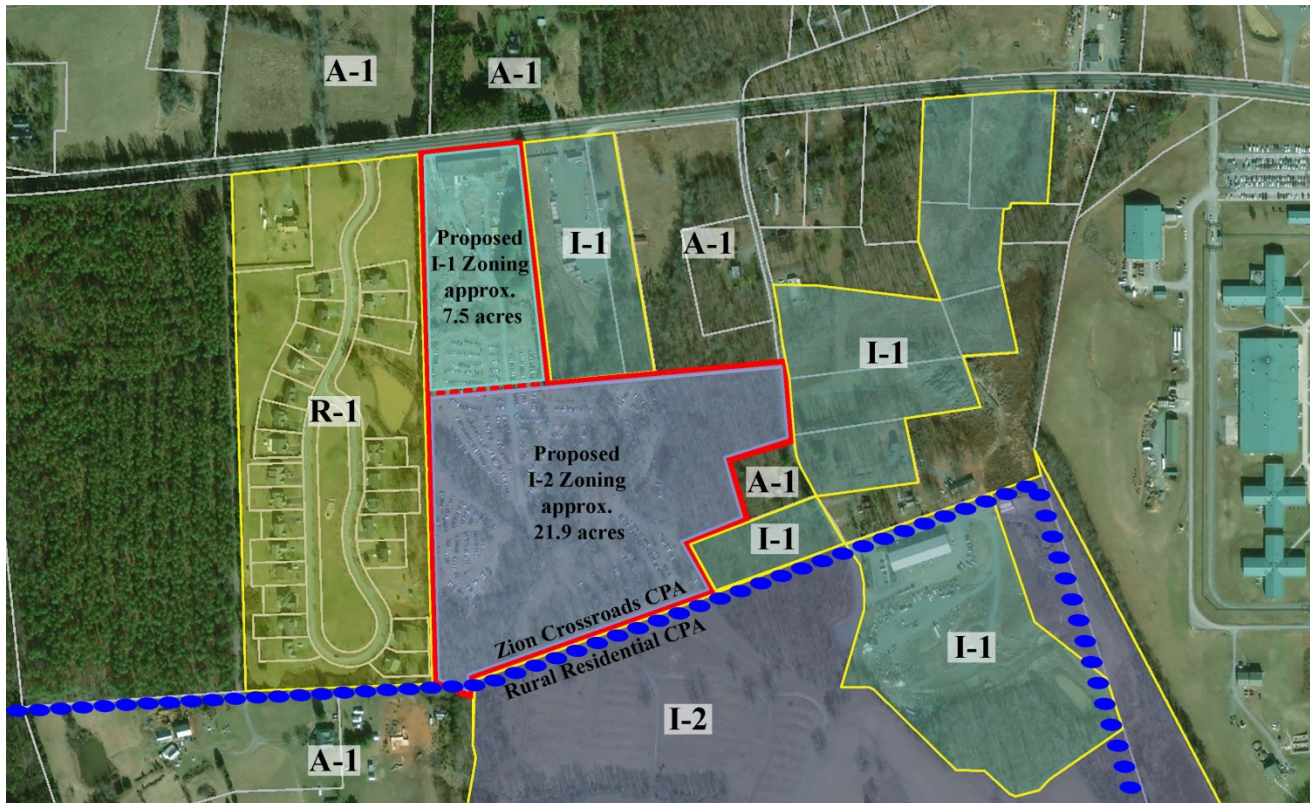
Re-purposing of vacant salvage and scrap yard (rear portion of property) to accommodate I-2 (General Industrial) district uses.



Potential I-2 Uses: Salvage and scrap yards, Medium Manufacturing, Contractor's storage yards, Machine shops, Transportation terminals, and Wholesale warehouses.

Surrounding Uses:

Fox Glen, a 25-lot, thirteen acre R-1 cluster development borders the property on the west. A 90-acre, I-2 district, adjoining the Southern property line, was approved in December 2017. Six parcels, zoned I-1, adjoin the property on the east; and three properties zoned A-1 adjoin the property. One parcel, across Route 250, is also zoned A-1.

**Consistency with Comprehensive Plan:**

From page 30 of the Fluvanna County Comprehensive Plan (2015), "most new growth occurs at Zion Crossroads, which develops into a regional mixed-use center featuring employment centers and a diverse mix of retail opportunities and housing options. The Zion Crossroads Community Planning Area will serve as the county's Urban Development Area, established pursuant to the Code of Virginia, section §15.2-2223.1."

- The regional center is comprised of regional mixed-use and regional employment. These two elements are similar, and may overlap at some points. As the county's Urban Development Area (established pursuant to the Code of Virginia, section §15.2-2223.1), Zion Crossroads remains the ideal location for such uses. (page 31)
- The regional employment center is predominantly devoted to employment, but maintains a mixed-use component to serve employees and surrounding residents. Employment uses may include professional office space, research facilities, storefront offices, and warehouse and light industrial uses. (page 31)
- Zion Crossroads is envisioned to be the most intensely developed part of the county, consisting of regional mixed-use, regional employment, and neighborhood mixed-use developments. This area is the

county's primary regional economic development area and is targeted as a regional employment center with primarily mixed-use, mixed-income development. (page 44)

- Zion Crossroads is the primary gateway to Fluvanna County, and should be enhanced to provide a scenic welcome to residents and tourists. It should develop as an employment, retail, commercial, and recreation destination for county residents and travelers along Routes 64, 15, and 250. (page 44)
- Economic Impacts (beginning on page 48):
 - **Support economic development and community-based services.**
 - **Expand and diversify local tax revenue.**
 - **Develop higher-intensity commercial use.**
 - **Encourage locally based businesses and retail establishments.**
 - **Support development of additional light industry.**
 - **Improve the quality of employment opportunities.**

Impacts on Public Facilities and Public Infrastructure:

The property is located adjacent to U.S. Route 250, which is classified as a major collector road. The property is located in the Palmyra Fire District. Public water and sewer are not currently available to the area.

Impacts on Environmental Features:

This development will not impact steep slopes. Existing vegetation will be preserved wherever possible, and no water resources are within the area of impact.

Impacts on Adjoining Properties:

The Fox Glen R-1 Cluster development is located east of the site. The Cluster development includes an open space buffer between the SFD residential lots and the proposed I-1 and I-2 zoning districts. In addition to this existing open space buffer, Sections 22-11-3(b), 22-11-3(c), 22-12-3(b), and 22-12-3(c) provide screening and landscaping requirements for industrial developments adjacent to residential and agricultural districts. Sections 22-11-6 and 22-12-6 provide yard regulations for buildings and parking adjacent to residential and agricultural districts. Sections 22-24-6 and 7 provide parking lot landscaping and additional screening requirements for any site development.

MEMORANDUM

Date: March 6, 2018
From: Stephanie Keuther
To: Jason Stewart
Subject: Board of Supervisors Meeting

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the March 21, 2018 Board of Supervisors Meeting.



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS Package 2018-03-21 p.24/357
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

NOTICE OF PUBLIC HEARING

March 6, 2018

«Name»
«Address»
«City_State» «ZIP»
TMP#«TMP»

Re: Public Hearing on ZMP 17:05

Dear «Name»:

This letter is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on the above referenced items as noted below:

Purpose:	Board of Supervisors Public Hearing
Day/Date:	Wednesday, March 21, 2018
Time:	7:00 PM
Location:	Fluvanna County Circuit Court Room, Palmyra, VA

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

ZMP 17:05 – 2428 Richmond Road LLC – A request to rezone, from A-1 Agricultural, General to I-1 Industrial, Limited and I-2 Industrial, General, 29.4 acres of Tax Map 4, Section A, Parcel 27. The property is located along Richmond Road (U.S. Route 250), approximately 0.16 miles west of the intersection of Zion Road (State Route 627) and Memory Lane (State Route 698). The parcel is within the Zion Crossroads Community Planning Area and the Palmyra Election District.

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

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

Sincerely,

Jason Stewart
Planning and Zoning Administrator

[illegible][illegible]

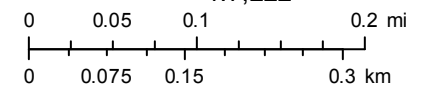


March 7, 2018

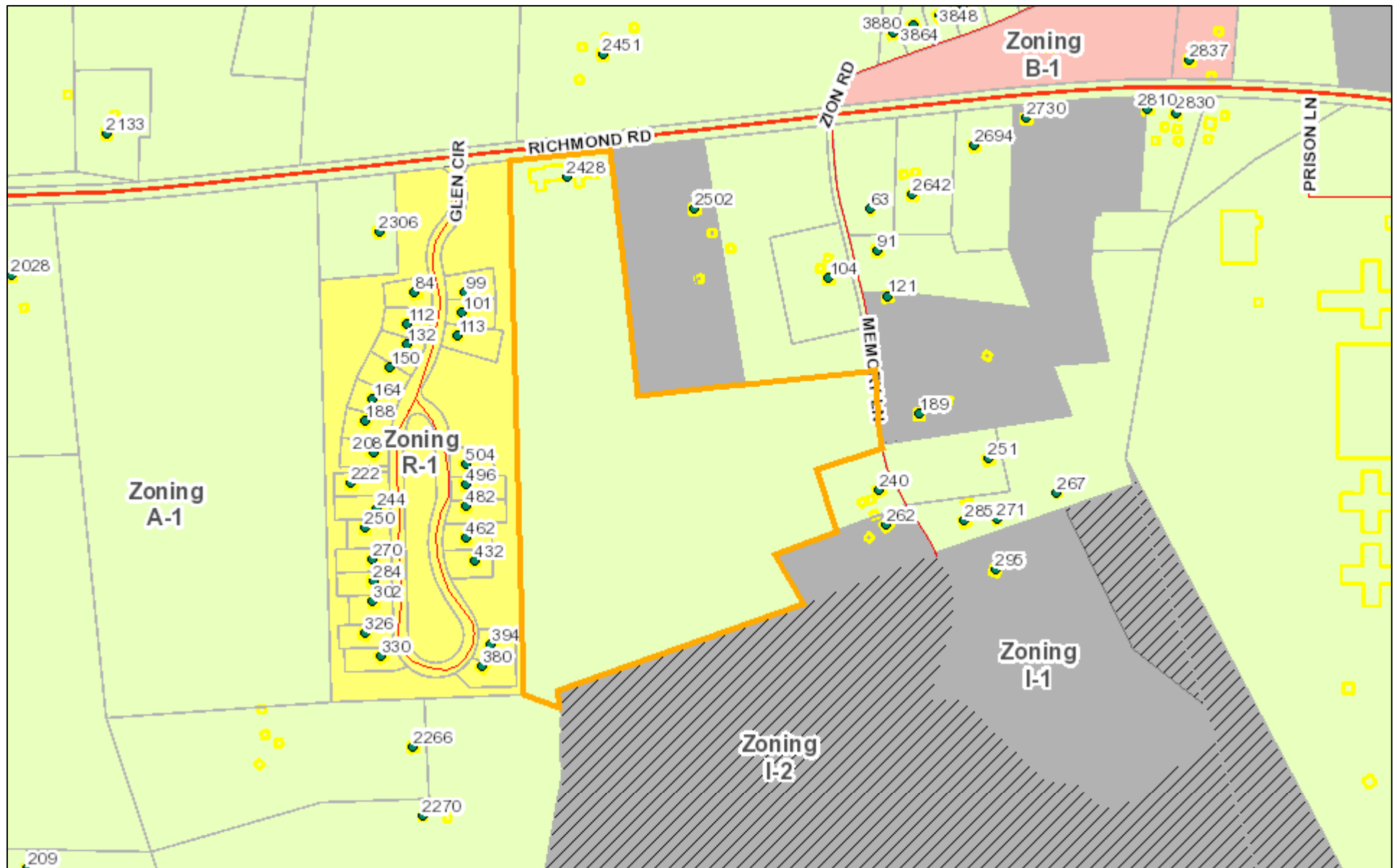
Roads

- Interstate
- Primary
- Secondary

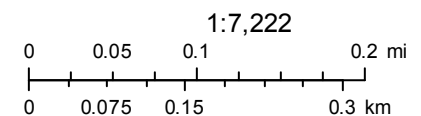
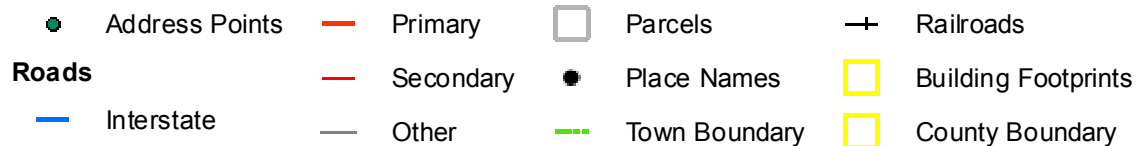
1:7,222



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),



March 7, 2018



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),



Neighborhood Meeting Sign-In Sheet

Meeting Date: February 15, 2018

Name	Address	City/State/Zip	Reason for Attending (Item/Application)
Salvatore Zambito	394 Glen Circle	Troy /VA / 22974	SUP 18:01 ZMP 17:05
Kary Clarke	504 Glen Circle	Troy VA 22974	SUP ZMP
Bill Kramer	504 Glen Circle	Troy, VA 22974	SUP ZMP
Carroll Morris	P.O. Box 1272	Ruckers	Civil 2428
Kathie Ward	705 Burton St	Hampton VA	
Walker Ward	705 Burton St	Hampton VA	SUP/adjutant owner
Minor Eager	1107 Mechunk Creek Dr	Troy Va	Supporter
Steve Nichols	County Administration		

[illegible]

Neighborhood Meeting – February 15, 2018

Morris Room, County Administration Building

4:30 p.m.

Special Use Permit 18:01 – Amber Hill LLC

- What are the hours of operation?
- What kind of noise?
- How do you propose to buffer?
- What is the plan for the topography of the parcel? Concerned about runoff into groundwater and the creek; property shares two water source entrances with adjacent parcel
- Is wiring removed from the vehicles? Could attract rodents
- Are oils and fluids removed from the vehicles?
- How many trucks will be coming in and out of the property during the week?
- Is any traffic analysis available?
- Were any houses or subdivisions located around the facility that was toured in Pennsylvania?
- Is the County aware the business has a D minus rating on the Better Business Bureau?
- When Cosner Brothers was in operation trucks were only heard during daylight; will this operation be 24/7?
- How are parts cleaned inside the building? What is done with the catch basin for the fluids?
- Why was this property chosen?
- How many cars will be processed in this facility per year?
- How tall with the building be?
- What is the height of the fence, and is the applicant willing to increase the height?
- Does the applicant feel that adjoining properties will not be affected by noise, lights and smell?
- The existing house on the property may have historical value
- What is the plan for the trees along the western border?
- Is the applicant willing to adjust the proposed business hours?
- Would like lots of trees, buffering and screening

Rezoning Application 17:05 – 2428 Richmond Road LLC

- What is the planned use?
- There have been issues with noise and lights on the adjacent property currently zoned I-1
- Concerned about property values and the possibility they might decrease
- If the property is rezoned, is LKQ considering buying the front portion?
- Is the applicant willing to consider zoning the entire property I-1 instead of I-2?



COUNTY OF FLUVANNA

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P.O. Box 540

Palmyra, VA 22963

(434) 591-1910

Fax (434) 591-1911

www.fluvannacounty.org

VIOLATION NOTICE AND CORRECTION ORDER

2428 Richmond Road, LLC
P.O. Box 22
Ruckersville, VA 22968
Attention: Mr. Carroll Morris

Dear Mr. Morris,

An inspection of the property described below revealed a violation of Article 4, Section 22-4-2.1, Article 4, Section 22-4-2.2, Permitted Uses in Agricultural, General, District (A-1), Article 22, Section 22-23-2, Site Development Plans When Required and Article 19, Section 22-19-2, Violation and Penalty. Specifically, the violation(s) consists of:

Utilizing the subject property for a Contractor's Storage Yard which is not permitted "by right" or by "special use permit" in the A-1 Zoning District.

By virtue of the authority granted to the Office by Article 19, Section 22-19-2 of the Fluvanna County Zoning Ordinance, you are requested to correct this violation within 30 days from the date of this notice by: The storage of materials associated with this use must be removed from the property or obtaining rezoning to an appropriate zoning district and site plan approval.

Under provisions of 15.2-2311 of the Code of Virginia, this letter represents an interpretation of the Fluvanna County Zoning Ordinance and anyone aggrieved by this interpretation may appeal to the Fluvanna County Board of Zoning Appeals within thirty days of receipt of this letter. The applicable fee for appeal is one hundred and twenty five dollars (\$ 125.00). Information regarding the appeal process is located in the Fluvanna County Zoning Ordinance Article 18, Sec. 22-18.

FAILURE TO CORRECT THE VIOLATION WITHIN THE SPECIFIED TIME PERIOD MAY RESULT IN CRIMINAL CHARGES BEING FILED AGAINST YOU IN GENERAL DISTRICT COURT. CONTINUED VIOLATIONS MAY ALSO RESULT IN OTHER LEGAL ACTION INITIATED BY THIS OFFICE AGAINST YOU.

If you have questions concerning this notice and order, or require further information, please contact Scott B. Miller at 434.591.1910 x1024 or Jason M. Stewart at 434.591.1910 x1060.

Premises Address	Voting District	Zoning	Tax Map Number
2428 Richmond Road, Troy, Va. 22974	Palmyra	A-1	4-(A)-27

Issued on this day: February 14, 2018



Scott B. Miller, CZO

Code Inspector, Building & Site Inspector

CODE COMPLIANCE WILL BE VERIFIED ON: March 16, 2018

Cc: Jason M. Stewart, Director of Planning / Zoning Administrator

Cc: Frederick W. Payne, County Attorney

Cc: Jeffrey W. Haislip, Commonwealth's Attorney

2428 Richmond Road LLC Zoning Violation

Citizen Complaint Photographs (Received between 2/20/18 and 3/8/2018)







Brad Robinson

From: Stephanie Keuther
Sent: Tuesday, March 13, 2018 5:27 PM
To: Brad Robinson; Jason Stewart
Cc: Steve Nichols; Kelly Belanger Harris; Jason Smith; Frederick Payne
Subject: FW: 2428 Richmond Road, LLC and Amber Hill, LLC

Importance: High

From: Kara Thomas [mailto:karathomas@embarqmail.com]
Sent: Tuesday, March 13, 2018 5:25 PM
To: Howard Lagomarsino <hlagomarsino@fluvannacounty.org>; Patricia Eager <peager@fluvannacounty.org>
Cc: Stephanie Keuther <skeuther@fluvannacounty.org>; Kelly Belanger Harris <kharris@fluvannacounty.org>; Clerk to the Board <clerk@fluvannacounty.org>
Subject: 2428 Richmond Road, LLC and Amber Hill, LLC
Importance: High

Good Day everyone.

We are requesting that our opposition to and other comments concerning the requests from 2428 Richmond Road, LLC and Amber Hill, LLC will be added to tonight's (March 13, 2018) Planning Commission packet for consideration by all members. Also, please, add our opposition to and comments to the upcoming Board of Supervisors meeting packet concerning these two (2) items. The next Board of Supervisors agenda has not been posted on-line; however, we suspect these requests will be taken up on March 21, 2018. We are opposed to both of these requests.

The last thing residents that live along Route 250 need is more industrial blight with its associated, heavy traffic that shakes the house, smell from diesel pollution, road deterioration due to the increase in heavy truck traffic, etc.... The last thing anybody needs that travels the Route 250 corridor is more traffic! Just ask those that live in the Fieldstone subdivision, just west of these proposed facilities, and they will tell you how difficult it is now as it is to make a left turn either from going to Charlottesville or coming back from Zion Crossroads. We cannot imagine how much more difficult it will be for us and for the residents of Fieldstone to make left turns.

Industrial blight benefits not one person who lives in the area. There is more to the approval of these businesses than more tax revenue for the County's coffers. If these businesses are approved then at what other costs that cannot be measured? Safety of current residents traveling on Route 250, children and school buses. Citizens will still continue to work in Louisa County, Albemarle County, and Charlottesville. Citizens will continue to spend their hard earned money in Louisa County, Albemarle County, and beyond **not** in Fluvanna County. Approval of these businesses will not change this pattern nor provide anything positive to those that live in these businesses travel path. The majority of the traffic will travel west on Route 250 to Charlottesville and through Fluvanna's Rural Residential Planning Area, for which we live. We live west of these proposed businesses. We also live west of the water and sewer lines so none of these businesses nor the upcoming water and sewer will help our property value. It will actually decline due to the increase in traffic, noise, pollution, 24 hours a day and 7 days a week traffic that shakes our house, etc.... Plus,

nobody will want to buy our property if they see what is occurring now on Route 250 and what is in the works for the future which is more industrial blight!

As far as 2428 Richmond Road, LLC is concerned, there is not enough information to determine what exactly this business will be. We believe approving of this businesses rezoning before gathering more information will open up a "can of worms" and they can put anything they want to at this location as far as Industrial 1 or Industrial 2 is concerned, especially so if both industrial classifications are approved. Then, the approval of the special use permit will only be a formality.

As far as the Amber Hill, LLC is concerned, where will these vehicles be coming from, in other words, where will the tractor trailers be traveling to pick up the vehicles to be processed at the facility?! We are sure the majority of the cars will be coming from the auto auctions which most of them are held west of the facility towards Charlottesville and beyond. Once again, these heavy big rigs will be making left turns and traveling through Fluvanna's Rural Residential Planning Area where children get on and off the school bus and citizens have to travel to take care of their daily needs outside of Fluvanna County.

There are no pull offs on Route 250 in case of a breakdown, blown tire, etc.... There is no room for error. VDOT has no immediate concerns to these requests; however, how will these trucks make left hand turns exiting from Memory Lane heading west towards Charlottesville and left turns when returning traveling from the east to west returning to the facility? We can hardly get out of our driveway now as it is, especially making a left turn, much less with the addition of a high volume of tractor trailers using Route 250 24 hours a day 7 days a week!

If there is a fire at the facilities who will respond? Palmyra and Lake Monticello Fire Departments are at least 10-15 miles away. Will Louisa County volunteer to assist since they are closer? Will Albemarle County be available to assist since they are closer? There are more questions than answers concerning the safety of these facilities in case of an accident and/or fire.

Ms. Keuther and Ms. Harris-Thank you in advance for your assistance in ensuring all Planning Commission and Board of Supervisors members receives our questions, comments, and opposition to both of these requests in lieu of attending the meetings. Also, thank you Mr. Lagomarsino and Mrs. Eager in advance, as our Palmyra District representatives, in reading our e-mail in regards to these requests.

Sincerely,

Edward and Kara Thomas
Troy, VA

An Ordinance To Amend The Fluvanna County Zoning Map, With Respect To 29.4 acres of Tax Map 4, Section A, Parcel 27 to rezone the same from A-1, Agricultural, General to I-1, Industrial, Limited, and I-2, Industrial, General (ZMP 17:05)

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

That 29.4 acres of Tax Map 4, Section A, Parcel 27, be and is hereby, rezoned from A-1, Agricultural, General to I-1, Industrial, Limited and I-2, Industrial, General.



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Appeal of Zoning Administrator

Owner of Record: <u>2428 Richmond Rd, LLC</u>	Applicant: <u>2428 Richmond Rd. LLC</u>
Address: <u>P.O. Box 22</u> <u>Richmond, Va. 22968</u>	Address: <u>P.O. Box 22</u> <u>Richmond, Va. 22968</u>
Phone: <u>434 531 1147</u> Fax: <u>434 985 7181</u>	Phone: <u>434 531 1147</u> Fax: <u>434 985 7181</u>
Email:	Email:
Representative: <u>C. Waverly Parker, Atty</u>	Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.
Address: <u>P.O. Box 556</u> <u>Stanardsville, Va 22973</u>	
Phone: <u>434 985 2252</u> Fax:	
Email: <u>cwpattorney@parkeresq.com</u>	
Tax Map and Parcel(s): <u>4-(A)-27</u>	Election District: <u>Palmyra</u>
Acreage: <u>29.4 A</u>	Planning Area: <u>Zion X-Roads Community</u>
Zoning: <u>A-1</u>	Deed Book Reference: <u>931-492</u>
Location: <u>2428 Richmond Rd., Troy, Va 22974</u>	Deed Restrictions? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (attach copy)
Description of Property: <u>Improved real estate</u>	

I, Scam Morris, for
2428 Richmond Rd. LLC, declare that I have familiarized myself with the rules and regulations pertaining to preparing and filing this application and the applicable sections of the Fluvanna County Zoning Ordinance, and that the foregoing statements and answers provided herein are in all respects true and correct to the best of my knowledge and belief.

Date: 3/15/18 Signature of Property Owner: By [Signature] 2428 Richmond Rd LLC

Subscribed and sworn to before me this 15 day of March, 2018.

Notary Public: Elizabeth Baker
 My commission expires: June 30, 2019

Registry No. 331967

(attach additional sheets as necessary)


Description of Appeal:

The use complained of is lawful, because it is
vested right to which the Fluvanna Co. Zoning
Ordinance cannot apply. The decision of the
Zoning Administrator dated 2/14/18 is unlawful and
wrong. That decision is the one appealed.

OFFICE USE ONLY

Date:	Application #:
\$125 Fee paid:	By Authority of:
BZA Hearing Date:	Disposition:

At Q unit 60 Day Extension
on basis of 2428
By Court Road Rezoning



CAROL MORRIS

* Rezoning is scheduled to be considered
by the Board of Supervisors 3/21/18

From: [Stephanie Keuther](#)
To: [Kelly Belanger Harris](#)
Subject: FW: ZMP 17-05 request for deferral
Date: Friday, March 16, 2018 10:45:04 AM

-----Original Message-----

From: Kelly Strickland <kelly@shimp-engineering.com>
Sent: Friday, March 16, 2018 10:38 AM
To: Brad Robinson <brobinson@fluvannacounty.org>; justin@shimp-engineering.com;
roger@mandmautosalvage.com
Cc: Stephanie Keuther <skeuther@fluvannacounty.org>
Subject: ZMP 17-05 request for deferral

Hello Brad,

In response to the Planning Commission's unanimous recommendation for denial of ZMP 17-05, we are requesting a 60 day deferral of the public hearing with the Board of Supervisors.

Additionally, Mr. Morris has filed an appeal of the February 14, 2018 decision by the County Administrator that the contractor's storage yard, currently in operation on TMP 4-A-27, is in violation of the Fluvanna County Zoning Ordinance. Please confirm that you have received the appeal of this decision and this deferral request of ZMP 17-05.

Regards,
Kelly Strickland
Shimp Engineering PC
434.981.6029

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

TAB G

MEETING DATE:	March 21, 2018				
AGENDA TITLE:	SUP 18:01 – Amber Hill LLC				
MOTION(s):	I move that the Board of Supervisors approve/deny/defer SUP 18:01, a request to construct a salvage and scrap yard with respect to 90.17 acres of Tax Map 4, Section A, Parcel 27A, [if approved] subject to the fourteen (14) conditions listed in the staff report.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Brad Robinson, Senior Planner				
PRESENTER(S):	Brad Robinson, Senior Planner				
RECOMMENDATION:	At its meeting on March 13, 2018, the Planning Commission recommended approval of SUP 18:01 (5-0); Mr. Zimmer moved to approve and Mr. Johnson seconded. AYES: Bibb, Cotellessa, Johnson, Lagomarsino and Zimmer.				
TIMING:	Immediate decision requested at current meeting.				
DISCUSSION:	Request for a special use permit to construct a salvage and scrap yard with respect to 90.17 acres of Tax Map 4, Section A, Parcel 27A.				
FISCAL IMPACT:	Potential increase in tax revenue.				
POLICY IMPACT:	The Board of Supervisors may: <ul style="list-style-type: none"> • Approve this request, allowing the construction of salvage and scrap yard; OR • Deny this request, preventing the construction of a salvage and scrap yard; OR • Defer this request and make a final decision at a later date. 				
LEGISLATIVE HISTORY:	Review of proposed salvage and scrap yard in accordance with Chapter 22, Article 12 of the Fluvanna County Code (Zoning Ordinance: Uses permitted by special use permit only). Application was received on February 1, 2018. Planning Commission reviewed the request on March 13, 2018.				
ENCLOSURES:	Staff Report (with accompanying attachments)				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



COUNTY OF FLUVANNA

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BOS Package 2018-03-21 p.45/357

132 Main Street
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www.fluvannacounty.org

STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: SUP 18:01
Tax Map: Tax Map 4, Section A, Parcel 27A

From: Brad Robinson
District: Palmyra
Date: March 21, 2018

General Information: This request is to be heard by the Board of Supervisors on Wednesday, March 21, 2018 at 7:00 p.m. in the Circuit Court Room in the Courts Building.

Applicant: KP Development

Owner: Amber Hill LLC / Dillard Cosner

Representative: Scott Haley, KP Development

Requested Action: Request for a special use permit to construct a salvage and scrap yard with respect to 90.17 acres of Tax Map 4, Section A, Parcel 27A. (Attachment A)

Location: The property is located along Memory Lane (State Route 698), approximately 0.35 miles south of the intersection of Richmond Road (U.S. Route 250). The parcel is within the Rural Residential Planning Area and the Palmyra Election District.

Existing Zoning: I-2, Industrial, General (Attachment B)

Existing Land Use: Vacant industrial (Attachment C)

Planning Area: Rural Residential Planning Area

Adjacent Land Use: Adjacent properties are zoned A-1, I-1 and I-2.

Zoning History: ZMP 17:04 was approved on December 20, 2017.

ZMP 05:11 was approved January 18, 2006 for a portion of Tax Map 4-A-27A which is now a part of adjoining parcel 4-A-20A.

A salvage yard operated by Cosner Bros. was formerly located on the property. The salvage yard ceased operation within the last two to three years and was a legal nonconforming use.

Comprehensive Plan:

Land Use:

The Comprehensive Plan designates this property as within the Rural Residential Planning Area, however the property also directly adjoins the Zion Crossroads Community Planning Area to the north. Rural residential areas conserve open space by clustering development or developing on larger lots. In contrast, *“Zion Crossroads is envisioned to be the most intensely developed part of the county, consisting of regional mixed-use, regional employment, and neighborhood mixed-use developments. This area is the county’s primary regional economic development area and is targeted as a regional employment center with primarily mixed-use, mixed-income development.”*

Economic Development:

According to this chapter, *“the primary infrastructure service areas will be the Zion Crossroads, Lake Monticello, and Fork Union community planning areas”* and *“Zion Crossroads is considered the most viable area to attract light industrial, technology business, medical facilities, and retail.”* This property is located within the Rural Residential Planning Area but adjoins the Zion Crossroads Community Planning Area. Properties zoned light industrial or industrial are located across the road or within the same vicinity along Route 250.

Analysis:

This is a special use permit application for an auto reclamation facility which is a similar use to a salvage yard. Vehicles are dismantled and eventually crushed and hauled away instead of remaining in the storage yard indefinitely.

The subject use is classified as a “Salvage and scrap yard” and defined in the Zoning Ordinance as *“Facilities engaged in the storage, sale, dismantling or other processing of uses or waste materials which are not intended for reuse in the original forms. Typical uses include, but are not limited to, paper and metal salvage yards, automotive wrecking yards, junk yards, used tire storage yards, or retail and/or wholesale sales of used automobile parts and supplies.”* Scrap and salvage yards are permitted by special use permit in the I-2 zoning district and are subject to an approved site development plan. The detail of the site development plan that is required is at the discretion of the Director of Planning, and many times the sketch plan provided with the SUP application is sufficient.

In accordance with the application, the project will consist of a 100,000 square foot building, parking area and storage yard for inventory. Operational hours for the office and storage yard will be confined to daytime hours; however, other activities of the business will continue overnight and involve multiple shifts for employees. All salvage activity is proposed to occur within the building and the exterior of the building will only be used for parking and inventory storage.

The concept plan shows the majority of the property will be utilized as a storage yard constructed of gravel and containing approximately 64.22 acres. The parking area will be concrete pavement and contain 72 parking spaces for employees and customers. The maximum height of the proposed building could potentially be up to 50' based on future needs (the I-2 District permits a maximum height of 70').

While county tax records state Tax Map 4-A-27A to be 90.17 acres, a survey provided with this application and dated November 28, 2017 shows the property to actually be 87.496 acres.

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

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

The subject property is located within the Rural Residential Planning Area but adjoins the Zion Crossroads Community Planning Area. Properties zoned light industrial or industrial are located across the road or within the same vicinity along Route 250. The property was previously used as a salvage yard by Cosner Bros.

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

Salvage and scrap yards are allowed by a special use permit in the I-2 district. By-right uses that are similar, in operation or size of structures, to this application may include corporate offices, contractor's storage yards, and wholesale warehouses. The subject property is located near an area of the county that is planned for additional growth.

Sec. 22-1-2 of the zoning ordinance states its purpose is "*to facilitate the creation of a convenient, attractive and harmonious community*" as well as "*to protect against over-crowding of land*". Additionally, the zoning ordinance encourages "*economic development activities*". This request would permit business expansion and potential to generate more revenue.

(Attachment D)

Neighborhood Meeting:

A neighborhood meeting was held February 15, 2018. There were approximately 31 attendees including staff. The attendees had the following questions or concerns:

- What are the hours of operation?
- What kind of noise?
- How do you propose to buffer?

- What is the plan for the topography of the parcel? Concerned about runoff into groundwater and the creek; property shares two water source entrances with adjacent parcel
- Is wiring removed from the vehicles? Could attract rodents
- Are oils and fluids removed from the vehicles?
- How many trucks will be coming in and out of the property during the week?
- Is any traffic analysis available?
- Were any houses or subdivisions located around the facility that was toured in Pennsylvania?
- Is the County aware the business has a D minus rating on the Better Business Bureau?
- When Cosner Brothers was in operation trucks were only heard during daylight; will this operation be 24/7?
- How are parts cleaned inside the building? What is done with the catch basin for the fluids?
- Why was this property chosen?
- How many cars will be processed in this facility per year?
- How tall will the building be?
- What is the height of the fence, and is the applicant willing to increase the height?
- Does the applicant feel that adjoining properties will not be affected by noise, lights and smell?
- The existing house on the property may have historical value
- What is the plan for the trees along the western border?
- Is the applicant willing to adjust the proposed business hours?
- Would like lots of trees, buffering and screening

(Attachment E)

Technical Review Committee:

The following comments were generated from the February 8, 2018 Technical Review Committee meeting:

1. Planning staff had questions regarding proposed landscaping, lighting and hours of operation. The applicant stated they needed the ability for the building and concrete area to operate 24/7. Staff asked if the gravel storage yard shown on the concept plan would be constructed all at once or in phases. The applicant stated the storage yard would be constructed at one time. Staff stated a visual representation of the proposed fencing would be helpful to see during the public hearings.
2. Building Inspections had no comments.
3. Chamber of Commerce had no comments.

4. Department of Forestry had no comments.
5. Erosion and Sediment Control did not have any comments.
6. Fire Chief asked if a chain link fence will be installed around the perimeter of the property. The applicant stated there will be a fence around the perimeter but it will not be see-through and will be 6' in height.
7. Health Dept. stated their office has been contacted by an engineer gathering well information in this area because of a proposed septic design at 295 Memory Lane. Any designs must be done by a P.E./AOSE.
8. VDOT has not provided written comments at the date of this letter but did not express any major concerns at the meeting. Trip generation rates for the project will need to be discussed further. Official comments will be forwarded upon their receipt.
9. Mrs. Eager from the Board of Supervisors stated that the neighbors would like to see more screening.
10. The following questions were asked by various agencies (applicant responses italicized):
 - Where will fluids be stored? (*Inside the building*)
 - How often will fluids be removed from the premises? (*Daily*)
 - What is the cut-off year for vehicles being accepted by the facility? (*There is no cut-off year but most vehicles are newer than 2012*)
 - What is the height of the proposed building? (*Between 30' to 35' and under the maximum allowable height*)
 - How often does crushing occur? (*Once or twice per week*)
 - Where do the crushed vehicles go? (*Vendor does hauling – will probably take them to nearest facility in Richmond*)

(Attachment F)

Planning Commission:

The Planning Commission reviewed this SUP request at their meeting on March 13, 2018. Seven persons spoke during the public hearing in opposition of the request while two persons spoke in favor. The Planning Commission voted 5-0 to recommend approval with conditions, which included an amendment by staff to Condition #8 and the addition of Condition #14. Mr. Zimmer moved to approved, and Mr. Johnson seconded.

Conclusion:

The Board of Supervisors should consider any potential adverse impacts, such as traffic entering and exiting the property, noise, dust, vibration, or visual clutter, and whether the minimum requirements of the ordinance will effectively mitigate these impacts. The Board of Supervisors can attach conditions to ensure the proposed use will not be detrimental to the character and development of the adjacent area.

Recommended Conditions:

If approved, Staff recommends the following conditions (italicized text reflects changes by staff and the Planning Commission on March 13, 2018):

1. Prior to development of the site, a site development plan that meets the requirements of the Fluvanna County Zoning Ordinance must be submitted for review and approval.
2. The site must meet all Virginia Department of Transportation requirements.
3. The site must meet all Virginia Department of Environmental Quality requirements.
4. The site must meet the requirements set forth by the Virginia Department of Health.
5. The dismantling facility and the adjoining concrete pad area shall be permitted to operate 24/7. The operational hours of the storage yard shall only be for daylight hours.
6. The dismantling facility and storage yard will not have more than 40 truck trips in any 24 hour period. A truck trip shall be defined as the same truck leaving and returning or arriving and leaving the facility.
7. Used motor oil, coolants, discarded automotive parts and tires shall be recycled or disposed of in accordance with State and local laws.
8. A minimum 50 foot buffer shall be maintained along all property lines that adjoin agricultural, residential or business districts. A minimum 8 foot fence shall be used around the storage yard. *Privacy fence slats shall be required on chain link fencing and shall be green in color.*
9. Any lighting shall not be directed toward adjacent properties and comply with Article 25 of the Fluvanna County Code. The storage yard shall not have any site lighting.
10. Any noise shall comply with Chapter 15.1 of the Fluvanna County Code.
11. The property shall be maintained in a neat and orderly manner so that the visual appearance from the road and adjacent properties is acceptable to County officials.
12. The Board of Supervisors, or its representative, reserves the right to inspect the property for compliance with these conditions at any time.
13. Under Sec. 22-17-4 F (2) of the Fluvanna County Code, the Board of Supervisors has the authority to revoke a Special Use Permit if the property owner has substantially breached the conditions of the Special Use Permit.
14. *Development of the property shall be generally in accord with the sketch plan submitted with the application, subject to revisions necessary to meet requirements of those conditions and as otherwise required by law.*

Suggested Motion:

I move that the Board of Supervisors approve/deny/defer SUP 18:01, a request to construct a salvage and scrap yard with respect to 90.17 acres of Tax Map 4, Section A, Parcel 27A, [if approved] subject to the fourteen (14) conditions listed in the staff report.

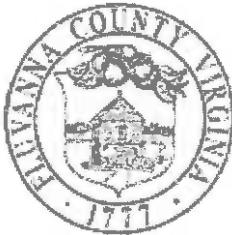
Attachments:

- A – Application and APO letter
- B – Zoning Map
- C – Aerial Vicinity Map
- D – Applicant's site plan
- E – Neighborhood meeting sign-in sheet and notes
- F – TRC comment letter
- G – Correspondence from citizens

Copy: Scott Haley, KP Development via email – shaley@kpstl.com

Ross Stevens, Kimley-Horn & Associates via email – Ross.Stevens@kimley-horn.com

File



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for Special Use Permit (SUP)

Owner of Record: Dillard Cosner, Amber Hill, LLC

E911 Address: 295 Memory Lane, Troy, VA 22974

Phone: 434-987-0872 Fax: _____

Email: 88partstar@gmail.com

Representative: KP Development, Scott Haley

E911 Address: 8025 Forsyth Blvd, Saint Louis, MO 63105

Phone: 314-261-7352 Fax: 314-727-8889

Email: shaley@kpstl.com

Applicant of Record: KP Development

E911 Address: 8025 Forsyth Blvd, Saint Louis, MO 63105

Phone: 314-727-8881 Fax: 314-727-8889

Email: shaley@kpstl.com, srakonick@kpstl.com

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

Is property in Agricultural Forestal District? ☒ No ☐ Yes

If Yes, what district: _____

Tax Map and Parcel(s): 4 A 27A

Deed Book Reference: Book 599 Pg 34

Acreage: 90 acres **Zoning:** A1

Deed Restrictions? ☐ No ☐ Yes (Attach copy)

Request for a SUP in order to: I-2 General Industrial

Proposed use of Property: Auto Facility and storage yard

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

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

Date: 1/24/2018 Signature of Owner/Applicant: _____

Scott Haley

Subscribed and sworn to before me this 24th

day of January, 20 18

Notary Public: Kathy M. Althoff

Register # 92504763

My commission expires: 10-10-20

KATHY M. ALTHOFF
Notary Public - Notary Seal
State of Missouri, St Louis County
Commission Number 92504763
My Commission Expires Oct 10, 2020

Certification: Date: _____

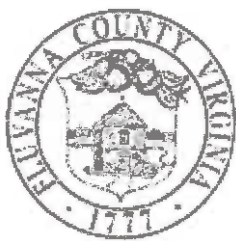
Zoning Administrator: _____

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

OFFICE USE ONLY			
Date Received: <u>2/1/18</u>	Pre-Application Meeting: _____	PH Sign Deposit Received: _____	Application #: <u>SUP 18 :01</u>
\$800.00 fee plus mailing costs paid: <u>pay # 2236</u>		Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified Mail	
Amendment of Condition: \$400.00 fee plus mailing costs paid: _____			
Telecommunications Tower \$1,500.00 fee plus mailing costs paid: _____		\$5,500 w/Consultant Review paid: _____	
Election District: <u>Palmyra</u>		Planning Area: <u>Rural Residential</u>	
Public Hearings			
Planning Commission		Board of Supervisors	
Advertisement Dates: _____		Advertisement Dates: _____	
APO Notification: _____		APO Notification: _____	
Date of Hearing: _____		Date of Hearing: _____	
Decision: _____		Decision: _____	

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

This form is available on the Fluvanna County website: www.fluvannacounty.org



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Public Hearing Sign Deposit

Name: KP Development

Address: 8025 Forsyth Blvd

City: Saint Louis

State: MO

Zip Code: 63105

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


 Applicant Signature

1/24/2018

Date

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

OFFICE USE ONLY	
Application #: BZA _____ : _____ CPA _____ : _____ SUP <u>18</u> : <u>01</u> ZMP _____ : _____ ZTA _____ : _____	
\$90 deposit paid per sign*:	Approximate date to be returned:

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

The dilapidated barn and the small abandoned home, located in the center of property, will be razed. The improvements on the site are intended to include a new 100,000 sf building and related parking lot. The project will also incorporate a storage yard, which will hold LKQ the auto inventory. Please refer to Proposal Packet for the conceptual site layout plan.

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

The Special Use Permit is sought to continue the auto salvage use that has existed on the property for several decades. The SUP is required according to the The Zoning Ordinance, for the County of Fluvanna, Article 12 - Industrial, Limited, District I-2, Section 22-12-2.2. LKQ would like to develop and create an environmentally friendly industry to the area.

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

There will be no effect on adjacent property. Vehicular movements to the site will be along Memory Lane, which is an area largely zoned Industrial. The Applicant will be installing a 6' sight-proof fence/screen. The applicant will not be impacting large portions of vegetation along the property boundaries, in an effort to preserve these buffers. Given the size of the parcel, the Applicant has located the proposed building as close as possible to Memory Lane and away from the existing residential subdivision.

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

LKQ will utilize a parcel of land which has been used as a salvage yard for decades, as opposed to pursuing a greenfield site elsewhere. This facility will be state-of-the-art and will create and employ new jobs, which currently do not exist in Fluvanna County. The property is located adjacent to other industrially zoned properties or properties intended to be zoned industrial (along Memory Lane) under the County's long-term Plan.

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

Special Use Permit Checklist

STAFF USE ONLY

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STAFF USE ONLY

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Meetings for the processing of the application

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

Actions

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

January 24, 2018

Fluvanna County Planning Department
P.O. Box 540
Palmyra, VA 22963

Amber Hill, LLC
C/O Dillard Cosner
661 Whitehall Road
Keswick, VA 22947

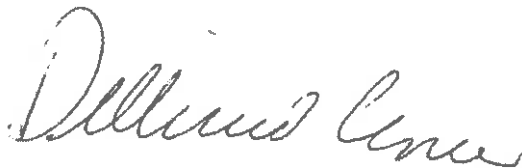
RE: Fluvanna Co. Special Use Permit Application

To Whom It May Concern:

Amber Hill, LLC, the Owner of property commonly referred to as 295 Memory Lane, hereby acknowledge and consent for KP Development (as Developer) and New Development, LLC (as Contract Purchaser) to communicate and submit all required information as necessary in obtaining zoning, special use permit, and permits for the construction of the above referenced project. The subject property is located at 295 Memory Lane, Fluvanna County. The parcel is shown on Fluvanna County Tax Map 4A as Parcel 27A . The subject property is currently zoned I-2 General Industrial.

Sincerely,

Dillard Cosner
Amber Hill, LLC

A handwritten signature in cursive script, appearing to read "Dillard Cosner", written in dark ink.

Cc: Scott Haley, KP Development



January 30, 2018
County of Fluvanna
Dept. of Planning & Community Development
P.O. Box 540
Palmyra, VA 22963
Attn: Jason Smith

Re: Special Use Permit Application

To Whom It May Concern:

This envelope includes an application for a Special Use Permit application for the property located at 295 Memory Lane, Troy VA 22974. The Special Use Permit Application is being submitted by KP Development, with consent from the property owner, Amber Hill, LLC. In addition, we have also included a check for \$800 for the application fee.

The remainder of the Special Use Permit application will be provided by Kimley-Horn. Kimley-Horn will provide copies of the site plan, page 3 of the application, and information on the existing conditions and proposed development.

Sincerely,

Scott Haley

Managing Director of Development

Cc: Max Breitmayer, Real Estate Associate



Transmittal

Date: 2/1/2018 Job Number: 110538000

Project Name: KPP Development Special Use Permit Submittal

To: Fluvanna County Planning Department

Brad Robinson

132 Main Street

Palmyra, VA 22963

(434) 591-1910

We are sending these by

☐ U.S. Mail

☒ FedEx

☐ Hand Deliver

☐ Other: _____

We are sending you

☒ Attached

☐ Under separate cover via _____ the following items:

☐ Shop Drawings

☐ Prints/Plans

☐ Samples

☐ Specifications

☐ Change Orders

☐ _____

No.	Date	Copies	Description
1	1/24/2018	1	Special Use Permit Application
2	1/30/2018	18	Site Plan
3	11/28/2017	18	Survey
4	1/25/2017	1	Tax Map
5	1/30/2018	1	General Location Map
6	1/30/2018	1	Site Photographs

These are transmitted as checked below:

☐ For your use

☐ Approved as submitted

☐ Resubmit

☐ Copies for approval

☐ As requested

☐ Approved as noted

☐ Submit

☐ Copies for distribution

☐ For review and comment

☐ Returned for corrections

☐ Return

☐ Corrected prints

Remarks:

Copy to: File

Signed Jessica Akers

Exhibit A

Tax Map



Exhibit B

Supporting Photographs



Project land looking west



Power lines traversing the central portion of the Project



Vacant house on Project



Barn on the Project



Project looking north

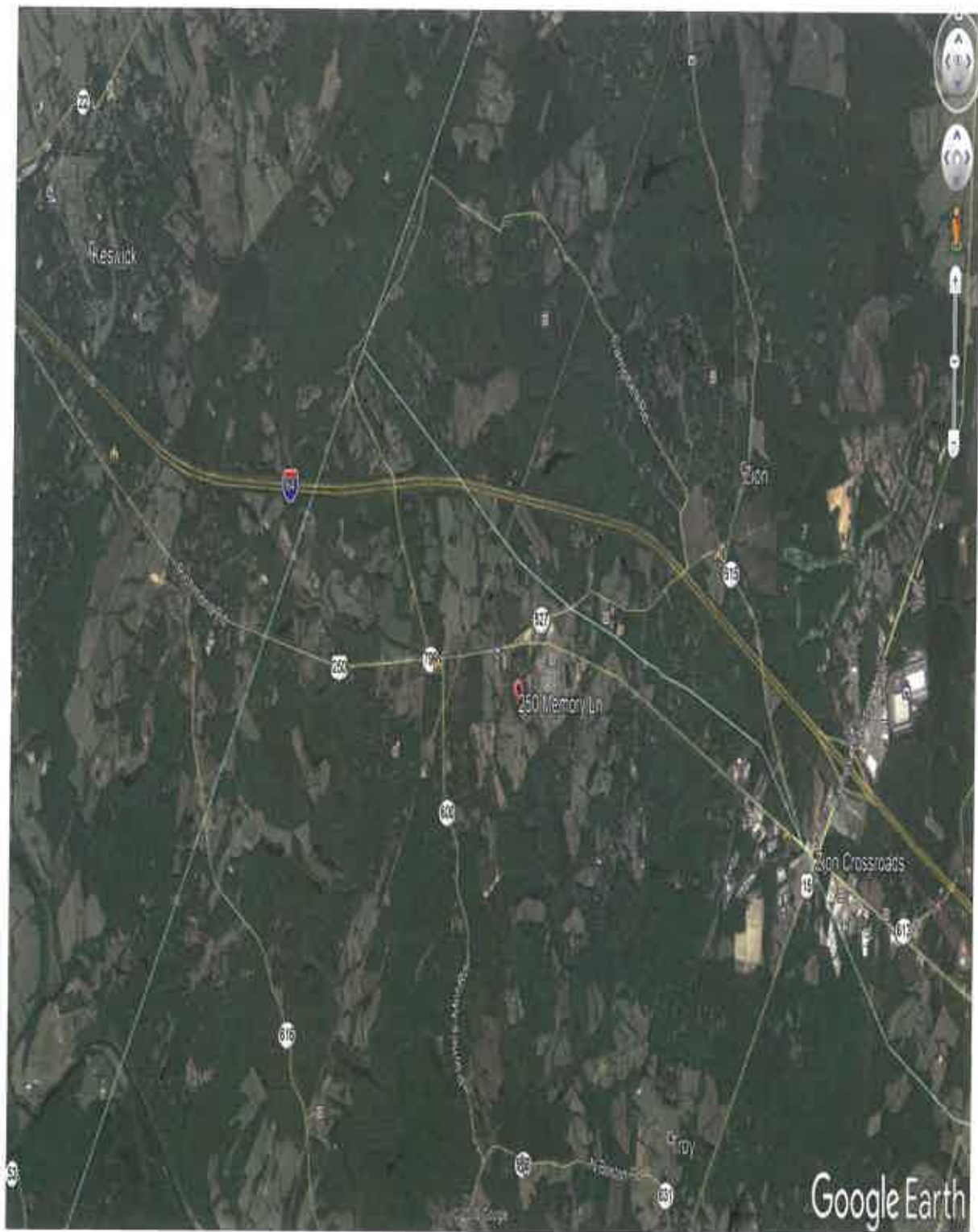


Wooded portion of Project land

Exhibit C

General Location Map





MEMORANDUM

Date: March 6, 2018
From: Stephanie Keuther
To: Jason Stewart
Subject: Board of Supervisors Meeting APO Letter

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the March 21, 2018 Board of Supervisors Meeting.



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS Package 2018-03-21 p.65/357
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

NOTICE OF PUBLIC HEARING

March 6, 2018

«Name»
«Address»
«City_State» «ZIP»
TMP#«TMP»

Re: Public Hearing on SUP 18:01

Dear «Name»:

This letter is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on the above referenced items as noted below:

Purpose:	Board of Supervisors Public Hearing
Day/Date:	Wednesday, March 21, 2018
Time:	7:00 PM
Location:	Fluvanna County Circuit Court Room, Palmyra, VA

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

SUP 18:01 Amber Hill LLC – A request for a special use permit to construct a salvage and scrap yard, with respect to 90.17 acres of Tax Map 4, Section A, Parcel 27A. The property is located along Memory Lane (State Route 698), approximately 0.35 miles south of the intersection of Richmond Road (U.S. Route 250). The parcel is zoned I-2 Industrial, General and located within the Rural Residential Planning Area and the Palmyra Election District.

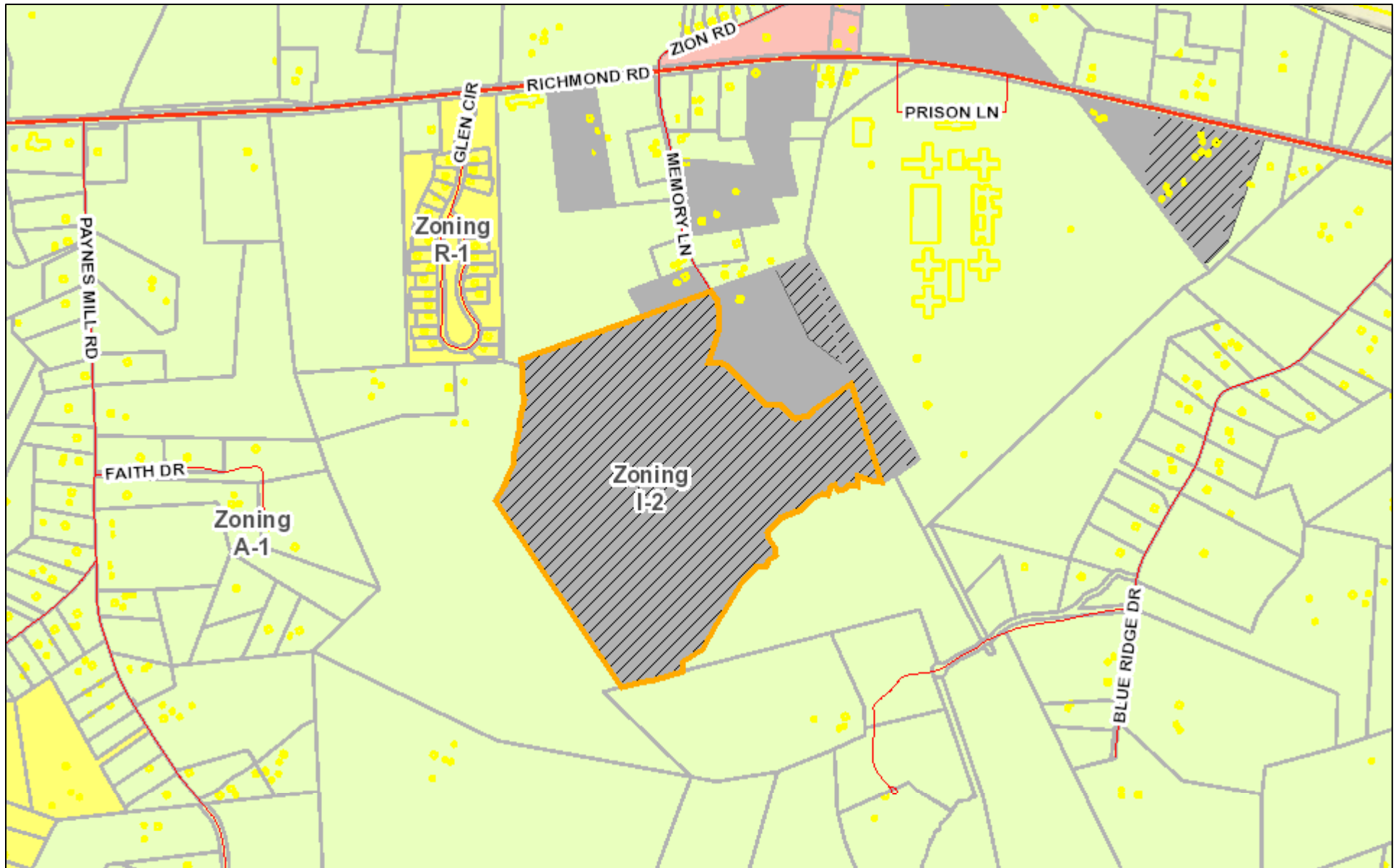
You are welcome to attend the Public hearing and you will have an opportunity to comment, if desired. The tentative agenda and staff report for this action is available for public review on the County website at <http://fluvannacounty.org/meetings>. You can also view the report in the Fluvanna County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

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

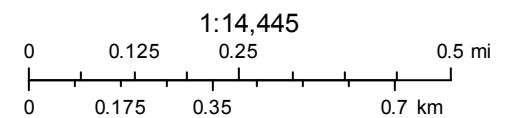
Sincerely,

Jason Stewart
Planning and Zoning Administrator

[illegible][illegible]



March 2, 2018



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

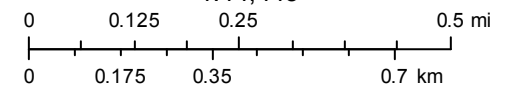


March 2, 2018

Roads

- Interstate
- Primary
- Secondary
- Other

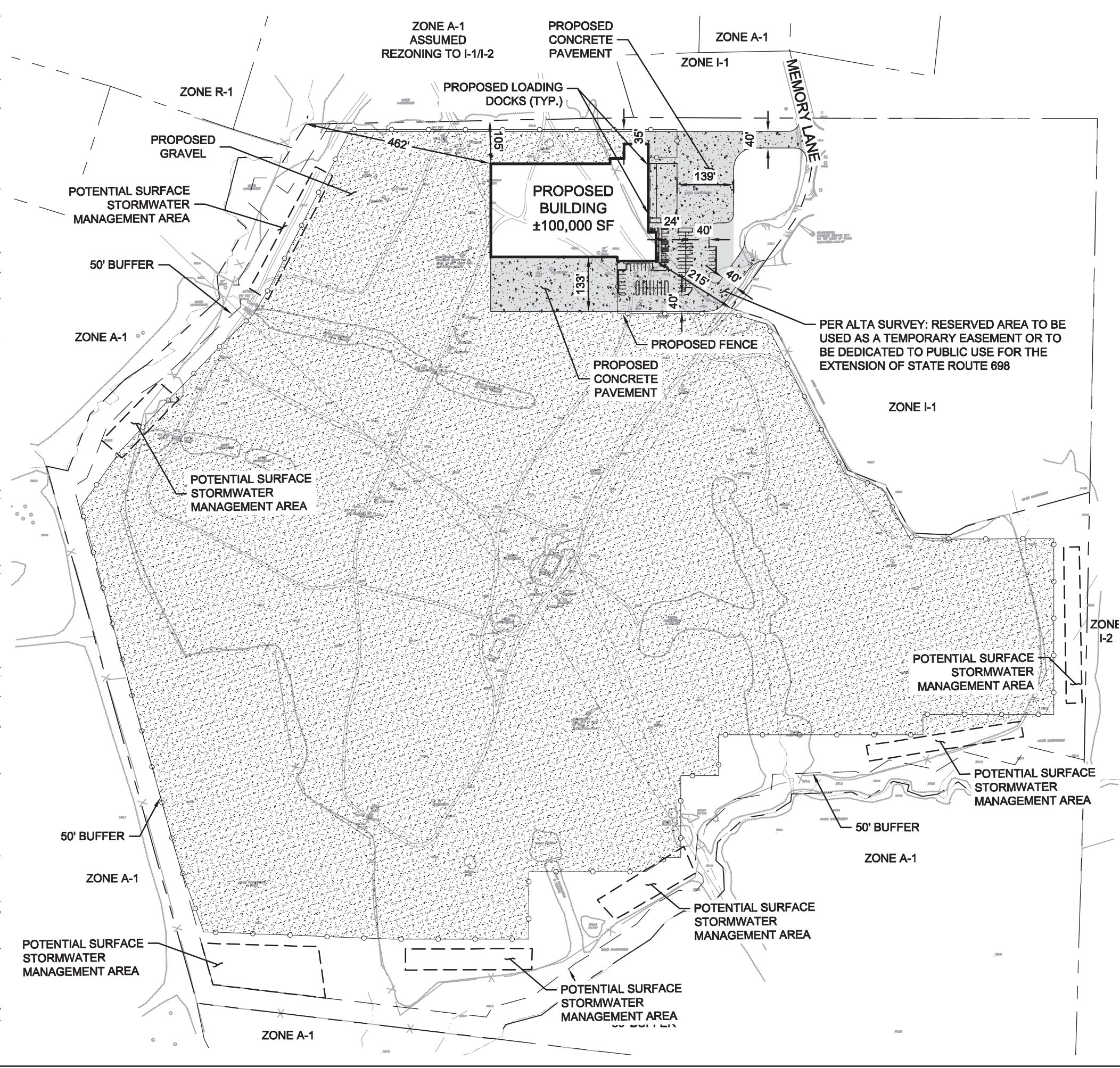
1:14,445



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Plotted By: Akers, Jessica Sheet Set: LKQ - Fluvanna - SUP Layout: PAGE 1 OF 2 CONCEPT PLAN March 06, 2018 08:32:37am
K:\NVA_CIV\110538000 LKQ Fluvanna\CAD\Exhibits\Special Use Permit Exhibits\20180129 - Concept Plan.dwg

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



GRAVEL

CONCRETE PAVEMENT

AREA OF LIGHTING

PROPERTY LINE

FENCE

50' LANDSCAPE BUFFER

LEGEND

- NOTES:
1. APPLICABLE SCREENING WILL BE PROVIDED IN ACCORDANCE WITH SECTION 22-24-7 OF THE ZONING ORDINANCE
 2. ALL LIGHTING WILL BE IN ACCORDANCE WITH ARTICLE 25 OF THE ZONING ORDINANCE

SHEET NUMBER		LKQ - FLUVANNA		PREPARED FOR		KP DEVELOPMENT		FLUVANNA COUNTY		VIRGINIA	
PAGE 1 OF 2		CONCEPT PLAN		KHA PROJECT 110538000		DATE 01/30/2018		SCALE AS SHOWN		DESIGNED BY JRA	
								DRAWN BY JRA		CHECKED BY RSS	

EASEMENTS FURNISHED IN TITLE COMMITMENT BY FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT #831700158 DATED AUGUST 22, 2017 @ 8:00 AM. THAT ENCUMBER THE SUBJECT PROPERTY			
SPECIAL EXCEPTION	ITEM #	INSTRUMENT	RIGHT OF WAY
	2.	D.B. 116 PAGE 494	CENTRAL TELEPHONE COMPANY OF VIRGINIA 20' TELEPHONE EASEMENT (PLOTTED)
	5.	D.B. 677 PAGES 250-251	COMMONWEALTH OF VIRGINIA DEPT. OF TRANSPORTATION RESERVED AREA FOR TEMPORARY EASEMENT OR FOR EXTENSION OF S.R. 698

NOTES:

1. THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY. THE FIELDWORK WAS COMPLETED ON NOVEMBER 28, 2017. THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN. THIS MAP MEETS MINIMUM ACCURACY STANDARDS.
2. THIS PLAT WAS PREPARED WITH THE BENEFIT OF TITLE COMMITMENT #831700158 FROM FIDELITY NATIONAL TITLE INSURANCE COMPANY DATED AUGUST 22, 2017 AT 8:00 A.M. AND REVISED DECEMBER 13, 2017. THE PROPERTY SHOWN ON THIS SURVEY IS THE SAME PROPERTY DESCRIBED IN THE TITLE COMMITMENT.
3. THE AREA SHOWN HEREON IS LOCATED IN FLOOD HAZARD ZONE 'X' (UNSHADED) AND IS NOT LOCATED WITHIN FLOOD HAZARD ZONE 'AE' FOR A 100 YEAR FLOOD AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS SHOWN ON FEMA MAP #51065C0060C DATED MAY 16, 2008.
4. BEARINGS FOR THIS PROJECT ARE BASED ON VIRGINIA STATE PLANE GRID SOUTH ZONE (NADB3).
5. UNDERGROUND UTILITIES HAVE NOT BEEN MARKED AT THIS TIME.
6. THIS SURVEY WAS PREPARED AT THE REQUEST OF KIMLEY-HORN & ASSOCIATES.
7. BUILDINGS AND STRUCTURES MAY BE ERECTED UP TO THIRTY-FIVE (35) FEET IN HEIGHT, EXCEPT THAT:
 - (A) THE HEIGHT LIMIT FOR DWELLINGS MAY BE INCREASED UP TO FORTY-FIVE (45) FEET PROVIDED ONE (1) FOOT OR MORE PER SIDE YARD IS ADDED FOR EACH ADDITIONAL FOOT OF BUILDING HEIGHT OVER THIRTY-FIVE (35) FEET.
 - (B) A PUBLIC OR SEMI-PUBLIC BUILDING SUCH AS A SCHOOL, PLACE OF WORSHIP, OR LIBRARY OR GENERAL HOSPITAL MAY BE ERECTED TO A HEIGHT OF SIXTY (60) FEET FROM GRADE PROVIDED THAT REQUIRED FRONT, SIDE, AND REAR YARDS SHALL EACH BE INCREASED ONE (1) FOOT FOR EVERY FOOT IN HEIGHT OVER THIRTY-FIVE (FEET).
 - (C) SPIRES, BELFRIES, CUPOLAS, MONUMENTS, WATER TOWERS, CHIMNEYS, FLUES, FLAGPOLES, TELEVISION ANTENNAE AND RADIO AERIALS MAY BE ERECTED TO A HEIGHT OF SIXTY (60) FEET FROM GRADE. PARAPET WALLS MAY BE UP TO FOUR (4) FEET ABOVE THE HEIGHT OF THE BUILDING ON WHICH THE WALLS REST. BUILDINGS AND STRUCTURES USED FOR AGRICULTURAL PURPOSES, INCLUDING BARNs, SILOS, WINDMILLS AND THE LIKE, MAY BE ERECTED TO A HEIGHT OF NINETY (90) FEET FROM GRADE.
 - (D) NO ACCESSORY BUILDING WHICH IS WITHIN FIFTEEN (15) FEET OF ANY PROPERTY LOT LINE SHALL BE MORE THAN ONE (1) STORY HIGH. ALL ACCESSORY BUILDINGS AND STRUCTURES, OTHER THAN THOSE PERMITTED UNDER SUBSECTION (C) ABOVE, SHALL BE LESS THAN THE MAIN BUILDING OR STRUCTURE IN HEIGHT.
8. THERE ARE NO GAPS OR GORES BETWEEN THE BOUNDARY LINES OF THE SUBJECT PARCEL AND ADJOINING PARCELS.
9. THE SUBJECT PROPERTY HAS ACCESS FROM A PUBLICLY DEDICATED AND MAINTAINED RIGHT-OF-WAY.
10. NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WERE OBSERVED AT THE TIME OF THE SURVEY.
11. NO WETLAND DELINEATION MARKERS WERE OBSERVED DURING THE FIELD SURVEY.
12. THE PROPERTY SHOWN HERON IS ZONED A-1 (AGRICULTURAL, GENERAL, DISTRICT).
FRONT SETBACK = 125'
SIDE SETBACK = 50'
REAR SETBACK = 75'
13. NO PAINTED PARKING SPACES WERE OBSERVED ON THIS PROPERTY.

PLAT OF REFERENCE:

PLAT BY C.E. WATKINS, S.F.C. DATED SEPTEMBER 20, 1927 AND RECORDED IN DEED BOOK 21 PAGE 61 OF THE CIRCUIT COURT CLERK'S OFFICE OF FLUVANNA COUNTY, VIRGINIA.

TO FIDELITY NATIONAL TITLE INSURANCE COMPANY, ITS SUCCESSORS AND ASSIGNS, AND KIMLEY-HORNE & ASSOCIATES:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 6, 7(A), 7(B), 7(C), 8, 9, 13 & 14 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 28, 2017.

JOSEPH M. MAY L.S.
REGISTERED LAND SURVEYOR NO. 3123
IN THE STATE OF VIRGINIA

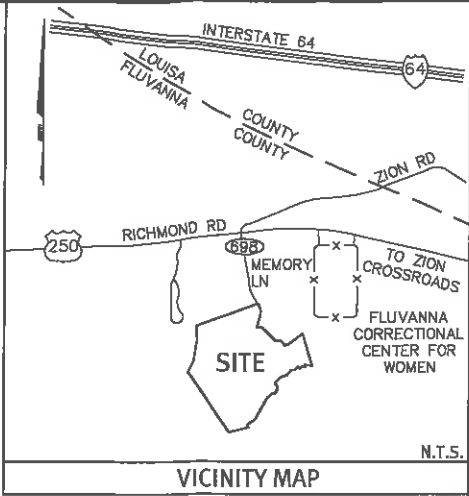
DATE

SOURCE OF TITLE:

THE AREA SHOWN HEREON WAS ACQUIRED BY AMBER HILL, L.L.C. BY TWO DEEDS, BOTH DATED FEBRUARY 21, 2007 AND RECORDED IN DEED BOOK 717 PAGE 773 AND DEED BOOK 717 PAGE 776 OF THE CIRCUIT COURT CLERK'S OFFICE OF FLUVANNA COUNTY, VIRGINIA. SEE ALSO DEED OF CORRECTION DATED OCTOBER 28, 2010 AND RECORDED IN DEED BOOK 829 PAGE 769 OF SAID CLERK'S OFFICE.

LEGAL DESCRIPTION:

BEGINNING AT A MAG NAIL SET IN THE PAVEMENT IN THE CENTERLINE OF S.R. 698 AT THE SOUTHERN END OF S.R. 698. SAID POINT BEING THE NORTHERN MOST POINT OF THE PROPERTY HEREIN DESCRIBED (POB). THENCE SOUTH 30°09'04" EAST 88.27 FEET TO A MAG NAIL SET IN PAVEMENT; THENCE ALONG AN ARC TO THE RIGHT HAVING A CENTRAL ANGLE OF 28°52'20", A RADIUS OF 350.00 FEET, AN ARC LENGTH OF 176.37 FEET, A CHORD LENGTH OF 174.51 FEET AND A CHORD BEARING OF SOUTH 03°49'39" EAST TO A MAG NAIL SET IN PAVEMENT; THENCE SOUTH 16°24'01" WEST 259.52 FEET TO AN IRON PIN FOUND; THENCE NORTH 88°02'15" EAST 94.48 FEET TO AN IRON PIN SET; THENCE SOUTH 66°45'01" EAST 19.47 FEET TO AN IRON PIN SET; THENCE SOUTH 46°19'07" EAST 397.58 FEET TO AN IRON PIN SET; THENCE SOUTH 87°38'57" EAST 99.29 FEET TO AN IRON PIN SET; THENCE SOUTH 48°01'49" EAST 112.40 FEET TO AN IRON PIN SET; THENCE SOUTH 61°30'43" EAST 24.62 FEET TO A 28" WHITE OAK TREE; THENCE NORTH 73°35'09" EAST 87.62 FEET TO AN IRON PIN SET; THENCE NORTH 42°06'00" EAST 45.13 FEET TO AN IRON PIN SET; THENCE NORTH 55°16'45" EAST 313.16 FEET TO AN IRON PIN FOUND; THENCE SOUTH 18°11'18" EAST 705.52 FEET PASSING AN IRON PIN SET AT 690.00 FEET TO A POINT IN A CREEK; THENCE ALONG THE CENTERLINE OF SAID CREEK THE FOLLOWING COURSES, SOUTH 83°51'45" WEST 119.09 FEET, SOUTH 13°12'37" WEST 54.31 FEET, SOUTH 84°45'50" WEST 112.96 FEET, SOUTH 10°36'53" EAST 47.71 FEET, NORTH 71°41'32" WEST 57.36 FEET, SOUTH 39°09'45" WEST 56.72 FEET, SOUTH 62°25'15" WEST 39.51 FEET, SOUTH 89°59'53" WEST 38.60 FEET, NORTH 04°34'44" WEST 15.69 FEET, SOUTH 82°23'24" WEST 39.71 FEET, SOUTH 37°40'20" WEST 78.25 FEET, NORTH 83°49'09" WEST 39.21 FEET, SOUTH 68°37'24" WEST 147.73 FEET, SOUTH 13°56'20" EAST 17.70 FEET, SOUTH 37°08'13" WEST 53.99 FEET, SOUTH 61°07'54" WEST 68.86 FEET, SOUTH 28°29'35" WEST 88.16 FEET, SOUTH 13°52'54" EAST 44.62 FEET, SOUTH 65°54'45" EAST 23.48 FEET, SOUTH 22°38'32" EAST 55.84 FEET, SOUTH 22°12'32" WEST 72.05 FEET, SOUTH 73°15'32" WEST 51.54 FEET, SOUTH 40°38'28" WEST 48.84 FEET, SOUTH 21°27'07" WEST 59.87 FEET, SOUTH 37°34'30" WEST 185.69 FEET, SOUTH 33°42'11" WEST 138.84 FEET, SOUTH 55°19'13" WEST 90.14 FEET, SOUTH 14°07'01" WEST 41.99' TO A POINT IN THE CREEK; THENCE LEAVING SAID CREEK SOUTH 77°25'11" WEST 736.78 FEET PASSING AN IRON PIN SET ONLINE AT 15.00 FEET TO AN IRON PIN FOUND; THENCE NORTH 35°02'48" WEST 1364.33 FEET PASSING AN IRON PIN FOUND ONLINE AT THE BASE OF A PLANTED STONE AT 1358.33 FEET TO A POINT IN THE CREEK; THENCE ALONG THE CENTERLINE OF SAID CREEK THE FOLLOWING COURSES; NORTH 82°25'23" EAST 53.96 FEET, NORTH 01°48'51" EAST 147.64 FEET, NORTH 25°42'57" EAST 121.73 FEET, NORTH 37°00'30" EAST 62.90 FEET, NORTH 28°12'46" EAST 241.47 FEET, NORTH 25°11'22" WEST 54.55 FEET, NORTH 11°09'24" EAST 138.15 FEET, NORTH 68°17'56" WEST 67.82 FEET, NORTH 05°09'33" WEST 131.35 FEET, NORTH 71°03'41" EAST 86.19 FEET, SOUTH 73°14'19" EAST 25.09 FEET TO A POINT IN THE CENTERLINE OF CREEK; THENCE LEAVING SAID CREEK NORTH 11°46'16" EAST 45.96 FEET TO AN AXLE FOUND; THENCE NORTH 12°27'12" EAST 67.35 FEET TO AN AXLE FOUND AT A PLANTED STONE; THENCE NORTH 69°26'27" EAST 801.53 FEET PASSING AN IRON PIN FOUND ONLINE AT 781.00 FEET TO A PIPE FOUND; THENCE NORTH 70°50'17" EAST 420.75 FEET PASSING AN IRON PIN SET ONLINE AT 395.75 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 87.496 ACRES.



HURT & PROFFITT

2824 LANGHORNE ROAD
LYNCHBURG VA 24507
800.242.2606 TOLL FREE
434.847.7788 MAIN
434.847.0047 FAX



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ALTA/NSPS LAND TITLE SURVEY

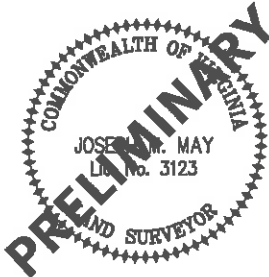
OF THE PROPERTY OF

AMBER HILL, L.L.C.

PALMYRA MAGISTERIAL DISTRICT, FLUVANNA COUNTY, VIRGINIA

PROJECT NO.	20171801
G.L. NO.	177-07-C3.8
FILE NO.	SM-14792
DATE:	11/28/2017
DRAWN BY:	JMM
CHECKED BY:	JMM

SHEET NO.
1 OF 2



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ALTANSPS LAND TITLE SURVEY

OF THE PROPERTY OF
AMBER HILL, L.L.C.

PALMYRA MAGISTERIAL DISTRICT, FLUVANNA COUNTY, VIRGINIA

PROJECT NO.	20171801
G.L. NO.	177-07-C3.8
FILE NO.	SM-14782
DATE	11/28/2017
DRAWN BY:	JMM
CHECKED BY:	JMM

SHEET NO.
2 OF 2

FROM "C" TO "D" THE CENTERLINE OF THE CREEK AS IT MEANDERS IS THE PROPERTY LINE. BEARINGS AND DISTANCES ARE FOR THE COMPUTATION OF AREA ONLY.

LINE	BEARING	LENGTH
L36	N82°25'23"E	53.96
L37	N01°48'51"E	147.64
L38	N25°42'57"E	121.73
L39	N37°00'30"E	62.90
L40	N28°12'46"E	241.47
L41	N25°11'22"W	54.55
L42	N11°09'24"E	138.15
L43	N68°17'56"W	67.82
L44	N05°09'33"W	131.35
L45	N71°03'41"E	86.19
L46	S73°14'19"E	25.09
L47	N11°46'16"E	45.96

IPF ONLINE • 1358.33'
AT BASE OF PLANTED STONE

TMP #4-A-28
JAY DEVON WYANT
D.B. 955 PAGE 283
W.B. 20 PAGE 802 (PLAT)



RESERVED AREA TO BE USED AS A TEMPORARY EASEMENT OR TO BE DEDICATED TO PUBLIC USE FOR THE EXTENSION OF STATE ROUTE 698 D.B. 677 PAGE 251 ITEM 5.

20' TELEPHONE EASEMENT
D.B. 116 PAGE 494
(APPROXIMATE LOCATION)
ITEM 2.

1 STY FRAME DWELLING
(DILAPIDATED)
29' X 39'
1,131 SQ. FT
BUILDING HEIGHT
17.6'

SEPTIC TANK
(FILLED IN)
BUILDING HEIGHT
18.0'

1 1/2 STY FRAME BARN
22' X 44'
958 SQ. FT

87.496 ACRES
TMP #4-A-27A
TROY, VA 22974

TMP #4-A-58
E. VERNON SMITH, JR. &
LINDA SMITH ET AL
D.B. 991 PAGE 195
D.B. 989 PAGES 848-849 (PLAT)

TMP #4-A-57B
DAVID W. GOURLEY &
TERRESA G. GOURLEY
D.B. 129 PAGE 318
D.B. 129 PAGE 320 (PLAT)

LINE	BEARING	LENGTH
L1	N88°02'15"E	94.46
L2	S66°45'01"E	19.47
L3	S87°38'57"E	99.29
L4	S48°01'49"E	112.40
L5	S61°30'43"E	24.62
L6	N73°35'09"E	87.62
L7	N42°06'00"E	45.13

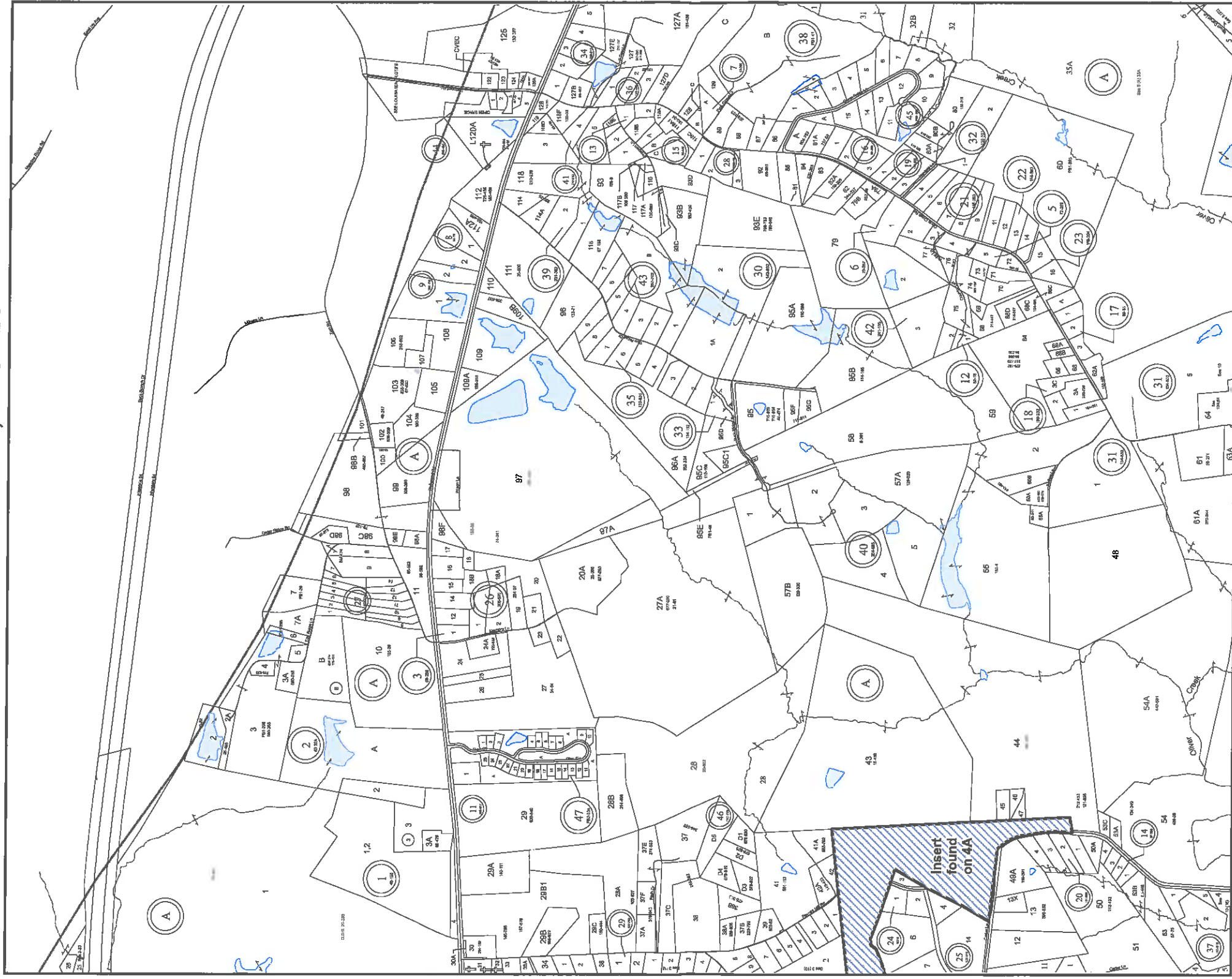
- LEGEND**
- IPF IRON PIN FOUND
 - IPS IRON PIN SET
 - MNS MAG NAIL SET
 - ⊙ WELL
 - ⊙ ELECTRIC POLE
 - ELECTRIC PEDESTAL
 - TELEPHONE PEDESTAL
 - EDGE OF PAVEMENT
 - CREEK
 - FENCE
 - OVERHEAD UTILITY

FROM "A" TO "B" THE CENTERLINE OF THE CREEK AS IT MEANDERS IS THE PROPERTY LINE. BEARINGS AND DISTANCES ARE FOR THE COMPUTATION OF AREA ONLY.

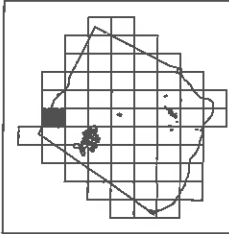
LINE	BEARING	LENGTH
L8	S83°51'45"W	119.09
L9	S13°12'37"W	54.31
L10	S84°45'50"W	112.96
L11	S10°36'53"E	47.71
L12	N71°41'32"W	57.36
L13	S39°09'45"W	56.72
L14	S62°25'15"W	39.51
L15	S89°59'53"W	38.60
L16	N04°34'44"W	15.69
L17	S82°23'24"W	39.71
L18	S37°40'20"W	78.25
L19	N83°49'09"W	39.21
L20	S68°37'24"W	147.73
L21	S13°56'20"E	17.70
L22	S37°08'13"W	53.99
L23	S61°07'54"W	68.86
L24	S28°29'35"W	88.16
L25	S13°52'54"E	44.62
L26	S65°54'45"E	23.48
L27	S22°38'32"E	55.84
L28	S22°12'32"W	72.05
L29	S73°15'32"W	51.54
L30	S40°38'28"W	48.84
L31	S21°27'07"W	59.87
L32	S37°34'30"W	185.69
L33	S33°42'11"W	138.84
L34	S55°19'13"W	90.14
L35	S14°07'01"W	41.99



FLUVANNA COUNTY, VIRGINIA



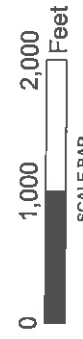
MAP LOCATION



Legend

- County Boundaries
- Roads
- Waterlines
- Waterbodies
- Parcels
- Tax Sheet Grid

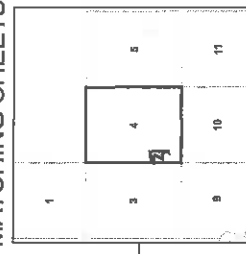
SECTION 4



1 inch = 594 feet
As of December 31, 2016

REVISION NOTES
Created on July 2, 2016 by Timmons Group
Updated by Timmons Group on 01/26/2017

MATCHING SHEETS





Neighborhood Meeting Sign-In Sheet

Meeting Date: February 15, 2018

Name	Address	City/State/Zip	Reason for Attending (Item/Application)
Salvatore Zambito	394 Glen Circle	Troy /VA / 22974	SUP 18:01 ZMP 17:05
Kary Clarke	504 Glen Circle	Troy VA 22974	SUP ZMP
Bill Kramer	504 Glen Circle	Troy, VA 22974	SUP ZMP
Carroll Morris	P.O. Box 1272	Ruckers	Civil 2428
Kathie Ward	705 Burton St	Hampton VA	
Walker Ward	705 Burton St	Hampton VA	SUP/adjutant owner
Minor Eager	1107 Mechunk Creek Dr	Troy Va	Supporter
Steve Nichols	County Administration		

[illegible]

Neighborhood Meeting – February 15, 2018

Morris Room, County Administration Building

4:30 p.m.

Special Use Permit 18:01 – Amber Hill LLC

- What are the hours of operation?
- What kind of noise?
- How do you propose to buffer?
- What is the plan for the topography of the parcel? Concerned about runoff into groundwater and the creek; property shares two water source entrances with adjacent parcel
- Is wiring removed from the vehicles? Could attract rodents
- Are oils and fluids removed from the vehicles?
- How many trucks will be coming in and out of the property during the week?
- Is any traffic analysis available?
- Were any houses or subdivisions located around the facility that was toured in Pennsylvania?
- Is the County aware the business has a D minus rating on the Better Business Bureau?
- When Cosner Brothers was in operation trucks were only heard during daylight; will this operation be 24/7?
- How are parts cleaned inside the building? What is done with the catch basin for the fluids?
- Why was this property chosen?
- How many cars will be processed in this facility per year?
- How tall will the building be?
- What is the height of the fence, and is the applicant willing to increase the height?
- Does the applicant feel that adjoining properties will not be affected by noise, lights and smell?
- The existing house on the property may have historical value
- What is the plan for the trees along the western border?
- Is the applicant willing to adjust the proposed business hours?
- Would like lots of trees, buffering and screening

Rezoning Application 17:05 – 2428 Richmond Road LLC

- What is the planned use?
- There have been issues with noise and lights on the adjacent property currently zoned I-1
- Concerned about property values and the possibility they might decrease
- If the property is rezoned, is LKQ considering buying the front portion?
- Is the applicant willing to consider zoning the entire property I-1 instead of I-2?



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

February 16, 2018

Scott Haley
KP Development
8025 Forsyth Boulevard
Saint Louis, MO 63105

Delivered via email to shaley@kpstl.com

Re: SUP 18:01 – Amber Hill LLC
Tax Map: 4, Section A, Parcel 27A

Dear Mr. Haley:

The following comments are the result of the Technical Review Committee meeting that was held on Thursday, February 8, 2018:

1. Planning staff had questions regarding proposed landscaping, lighting and hours of operation. The applicant stated they needed the ability for the building and concrete area to operate 24/7. Staff asked if the gravel storage yard shown on the concept plan would be constructed all at once or in phases. The applicant stated the storage yard would be constructed at one time. Staff stated a visual representation of the proposed fencing would be helpful to see during the public hearings.
2. Building Inspections had no comments.
3. Chamber of Commerce had no comments.
4. Department of Forestry had no comments.
5. Erosion and Sediment Control did not have any comments.
6. Fire Chief asked if a chain link fence will be installed around the perimeter of the property. The applicant stated there will be a fence around the perimeter but it will not be see-through and will be 6' in height.
7. Health Dept. stated their office has been contacted by an engineer gathering well information in this area because of a proposed septic design at 295 Memory Lane. Any designs must be done by a P.E./AOSE.
8. VDOT has not provided written comments at the date of this letter but did not express any major concerns at the meeting. Trip generation rates for the project will need to be further discussed. Official comments will be forwarded upon their receipt.
9. Mrs. Eager from the Board of Supervisors stated that the neighbors would like to see more screening.

10. The following questions were asked by various agencies (applicant responses italicized):

- Where will fluids be stored? (*Inside the building*)
- How often will fluids be removed from the premises? (*Daily*)
- What is the cut-off year for vehicles being accepted by the facility? (*There is no cut-off year but most vehicles are newer than 2012*)
- What is the height of the proposed building? (*Between 30' to 35' and under the maximum allowable height*)
- How often does crushing occur? (*Once or twice per week*)
- Where do the crushed vehicles go? (*Vendor does hauling – will probably take them to nearest facility in Richmond*)

The Planning Commission will have a meeting to discuss this item on Tuesday, March 13, 2018.
Your attendance is required at this meeting.

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

Sincerely,

Brad Robinson
Senior Planner
Dept. of Planning & Zoning

cc: File
Ross Stevens, Kimley-Horn – Ross.Stevens@kimley-horn.com
Dillard Cosner, Amber Hill LLC – 88partstar@gmail.com

Brad Robinson

From: Wood, Mark, P.E., L.S (VDOT) <James.Wood@VDOT.virginia.gov>
Sent: Friday, March 02, 2018 11:49 AM
To: 'Stevens, Ross'; Jason Stewart; Saunders, Alan E., P.E. (VDOT); Brad Robinson
Cc: Matt Caddy (mcaddy@lkqcorp.com); Scott Haley (shaley@kpstl.com); Frank, Kelley; Mike Vota; Rumbaugh, Jonathan (VDOT)
Subject: RE: Proposed project in Fluvanna County - trip approval (Rte. 698 - Memory Lane, Fluvanna County)

Importance: High

Ross,

Thanks for providing the updated trip generation tables based on the increased facility size from 80,000 sq. ft. with 50 employees to 100,000 sq. ft. with 50 employees. VDOT is still in agreement that the threshold for the requirement of a left turn lane on Rte. 250 has not been met.

J. Mark Wood, P.E., L.S.
Area Land Use Engineer
Virginia Department of Transportation
Land Development – South
P.O. Box 2194
Louisa, VA 23093
Phone: (540) 967-3708
Cell: (540) 223-5240
Email: Mark.Wood@VDOT.Virginia.gov

From: Stevens, Ross [mailto:Ross.Stevens@kimley-horn.com]
Sent: Monday, February 26, 2018 11:54 AM
To: Jason Stewart; Wood, Mark, P.E., L.S (VDOT); Saunders, Alan E., P.E. (VDOT); Brad Robinson
Cc: Matt Caddy (mcaddy@lkqcorp.com); Scott Haley (shaley@kpstl.com); Frank, Kelley; Mike Vota
Subject: RE: Proposed project in Fluvanna County - trip approval

Team Fluvanna and VDOT,

Per my calls/voicemails to you this morning, please let me know if the information provided is acceptable in regard to the traffic portion of the project.

Thank you,



Ross Stevens, PE LEED AP | Vice President
Kimley-Horn | 11400 Commerce Park Dr Suite 400, Reston, VA 20191
Direct: 703.674.1321 | Mobile: 954.865.9046
Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [YouTube](#)

Celebrating 11 years as one of FORTUNE's 100 Best Companies to Work For

From: Stevens, Ross

Sent: Friday, February 9, 2018 2:01 PM

To: 'Jason Stewart' <jstewart@fluvannacounty.org>; Wood, Mark, P.E., L.S (VDOT) <James.Wood@VDOT.virginia.gov>; Saunders, Alan E., P.E. (VDOT) <Alan.Saunders@VDOT.Virginia.gov>; Brad Robinson <brobinson@fluvannacounty.org>

Cc: Matt Caddy (mcaddy@lkqcorp.com) <mcaddy@lkqcorp.com>; Scott Haley (shaley@kpstl.com) <shaley@kpstl.com>; Frank, Kelley <Kelley.Frank@kimley-horn.com>; 'Mike Vota' <JMVota@LKQCORP.com>

Subject: RE: Proposed project in Fluvanna County - trip approval

Team Fluvanna and VDOT,

It was great seeing you all at your meeting yesterday. Per our discussion, it was noted that the previous trip approval you issue in June 2017 was for an 80,000 sf facility.

I've attached revised trip generation tables based on the new, 100,000 sf building. The developer confirmed that although the building is larger, there will still be 50 employees. Since our previous review for this project, ITE has released a new edition of the Trip Generation Manual. Therefore, these tables are based upon the latest rates provided in the *Trip Generation Manual, 10th Edition*. You'll notice that the rates are lower for this use.

Please review and let us know if we are still approved in regard to the traffic part of the project.

Thank you,



Ross Stevens, PE LEED AP | Vice President

Kimley-Horn | 11400 Commerce Park Dr Suite 400, Reston, VA 20191

Direct: 703.674.1321 | Mobile: 954.865.9046

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Celebrating 10 years as one of FORTUNE's 100 Best Companies to Work For

From: Jason Stewart [<mailto:jstewart@fluvannacounty.org>]

Sent: Friday, June 9, 2017 1:53 PM

To: Wood, Mark, P.E., L.S (VDOT) <James.Wood@VDOT.virginia.gov>; Stevens, Ross <Ross.Stevens@kimley-horn.com>

Cc: Matt Caddy (mcaddy@lkqcorp.com) <mcaddy@lkqcorp.com>; Scott Haley (shaley@kpstl.com) <shaley@kpstl.com>;

Frank, Kelley <Kelley.Frank@kimley-horn.com>; Saunders, Alan E., P.E. (VDOT) <Alan.Saunders@VDOT.Virginia.gov>;

Brad Robinson <brobinson@fluvannacounty.org>

Subject: RE: Proposed project in Fluvanna County

Mark:

We don't have any problem using that method as long as VDOT is fine with it.

Jason

From: Wood, Mark, P.E., L.S (VDOT) [<mailto:James.Wood@VDOT.virginia.gov>]

Sent: Thursday, June 08, 2017 9:10 AM

To: 'Stevens, Ross'; Jason Stewart

Cc: Matt Caddy (mcaddy@lkqcorp.com); Scott Haley (shaley@kpstl.com); Frank, Kelley; Saunders, Alan E., P.E. (VDOT)

Subject: RE: Proposed project in Fluvanna County

Importance: High

Ross,

Thanks for providing me with the detailed information concerning your client's potential project on Rte. 698 (Memory Lane) in Fluvanna County. You are correct, ITE does not have a specific trip generation code for an auto reclamation facility. I contacted our District Planner and he suggested a possible solution of using the 50 employee number your client provided under ITE 110 which yields 151 Daily Trips (see attached PDF for Daily Trips and AM & PM Peak Hour information). The County of Fluvanna will have to agree to using this trip generation method.

Jason,

Would you please review the information in these emails and the attached PDF and advise Kimley-Horn and VDOT if the County of Fluvanna would agree to the trip generation method discussed above which is based on 50 employees at the business and yields 151 Daily Trips?

J. Mark Wood, P.E., L.S.
Area Land Use Engineer
Virginia Department of Transportation
Land Development – South
P.O. Box 2194
Louisa, VA 23093
Phone: (540) 967-3708
Cell: (540) 223-5240
Email: Mark.Wood@VDOT.Virginia.gov

From: Stevens, Ross [<mailto:Ross.Stevens@kimley-horn.com>]
Sent: Wednesday, June 07, 2017 9:44 AM
To: Wood, Mark, P.E., L.S (VDOT)
Cc: Matt Caddy (mcaddy@lkqcorp.com); Scott Haley (shaley@kpstl.com); Frank, Kelley
Subject: FW: Proposed project in Fluvanna County

Mark,

Thank you for your time on the phone just now. As discussed, our client is planning to develop a +/- 80,000 sf auto reclamation facility with outside storage yard on this site. They have numerous facilities like this in Virginia and across the country, and they plan to have approximately 50 employees. They indicate that there are usually just a few truck deliveries per day to the site.

We would like to have further discussions with you and Chuck Proctor about the project and the best trip generation rate to use. We looked through ITE and there isn't a rate for this specific type of use. We've attached some other rates but they all show from 310-560 ADTs, which the client says is much higher than their sites actually generate.

Can you please review and let us know when you have a few minutes to discuss? The client is in the due diligence phase of the project and would like to verify that they will not be required to make offsite improvements in the VDOT right-of-way.

Thank you,



Ross Stevens, PE LEED AP | Vice President
Kimley-Horn | 11400 Commerce Park Dr Suite 400, Reston, VA 20191
Direct: 703.674.1321 | Mobile: 954.865.9046
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Celebrating 10 years as one of FORTUNE's 100 Best Companies to Work For

From: Stevens, Ross
Sent: Tuesday, June 06, 2017 9:17 AM
To: 'Mark Wood (james.wood@vdot.virginia.gov)' <james.wood@vdot.virginia.gov>
Cc: Matt Caddy (mcaddy@lkqcorp.com) <mcaddy@lkqcorp.com>; Scott Haley (shaley@kpstl.com) <shaley@kpstl.com>
Subject: Proposed project in Fluvanna County

Mark,

Good morning. Per the voicemail I just left at your office, I wanted to discuss a new project that we've been discussing with Fluvanna County over the past few weeks. It will be located at the end of the cul-de-sac of Route 698, south of Stare Road 250.

Can you please let me know when you have a few minutes to discuss?

Thanks,



Ross Stevens, PE LEED AP | Vice President
Kimley-Horn | 11400 Commerce Park Dr Suite 400, Reston, VA 20191
Direct: 703.674.1321 | Mobile: 954.865.9046
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Brad Robinson

From: Stephanie Keuther
Sent: Thursday, March 15, 2018 10:02 AM
To: Jason Stewart; Brad Robinson
Subject: FW: 2428 Richmond Road, LLC and Amber Hill, LLC

From: Kara Thomas <karathomas@embarqmail.com>
Sent: Thursday, March 15, 2018 9:58 AM
To: Patricia Eager <peager@fluvannacounty.org>
Cc: Stephanie Keuther <skeuther@fluvannacounty.org>; Kelly Belanger Harris <kharris@fluvannacounty.org>; Clerk to the Board <clerk@fluvannacounty.org>
Subject: Re: 2428 Richmond Road, LLC and Amber Hill, LLC

Hello Mrs. Eager.

We have learned that the Planning Commission approved of the Amber Hill, LLC request unanimously-what a turn around. We are very disappointed in the outcome and we are still opposed to the business coming to this part of Fluvanna. However, we are very concerned about the tractor trailers coming in and out of the site and using Route 250 for their travels. The 40 trips per day seems like an awful lot to us and we believe the trip number should be lowered. Plus, the facility will be open 24/7. Since it is likely they will be approved by the Board of Supervisors, despite opposition, can a condition be added that these tractor trailers cannot run on major holidays (i.e. Thanksgiving and Christmas) and on Saturdays and Sundays? The only limits currently listed on the SUP are the 40 trips per day limit and only traveling during daylight hours. It is the least they can do for those of us who do not live right next to the facility but will be negatively impacted by the additional tractor trailer traffic traveling on Route 250. These are the only days that citizens who live in their travel path can reasonably enjoy their property in peace and quiet. The employees can do indoor work on major holidays and on the weekends, if they must.

If they are "good stewards of the community" as they claim then they should be more than willing to add the no tractor trailer traveling during major holidays and on Saturdays and Sundays to the special use permit. It is the least they can do and we believe this is a reasonable request.

Please let us know if the number of trips per day can be lowered and tractor trailer trips be limited by not allowing traveling during major holidays and on Saturdays and Sundays. Thank you very much for taking the time to read this e-mail and for your assistance with our requests.

P.S. We are glad that the 2428 Richmond Road, LLC request was unanimously denied by the Planning Commission.

Edward and Kara Thomas

From: "karathomas" <karathomas@embarqmail.com>
To: "hlagomarsino" <hlagomarsino@fluvannacounty.org>, "peager" <peager@fluvannacounty.org>
Cc: "skeuther" <skeuther@fluvannacounty.org>, "Kelly Harris" <kharris@fluvannacounty.org>, "clerk"

<clerk@fluvannacounty.org>

Sent: Tuesday, March 13, 2018 5:24:45 PM

Subject: 2428 Richmond Road, LLC and Amber Hill, LLC

Good Day everyone.

We are requesting that our opposition to and other comments concerning the requests from 2428 Richmond Road, LLC and Amber Hill, LLC will be added to tonight's (March 13, 2018) Planning Commission packet for consideration by all members. Also, please, add our opposition to and comments to the upcoming Board of Supervisors meeting packet concerning these two (2) items. The next Board of Supervisors agenda has not been posted on-line; however, we suspect these requests will be taken up on March 21, 2018. We are opposed to both of these requests.

The last thing residents that live along Route 250 need is more industrial blight with its associated, heavy traffic that shakes the house, smell from diesel pollution, road deterioration due to the increase in heavy truck traffic, etc.... The last thing anybody needs that travels the Route 250 corridor is more traffic! Just ask those that live in the Fieldstone subdivision, just west of these proposed facilities, and they will tell you how difficult it is now as it is to make a left turn either from going to Charlottesville or coming back from Zion Crossroads. We cannot imagine how much more difficult it will be for us and for the residents of Fieldstone to make left turns.

Industrial blight benefits not one person who lives in the area. There is more to the approval of these businesses than more tax revenue for the County's coffers. If these businesses are approved then at what other costs that cannot be measured? Safety of current residents traveling on Route 250, children and school buses. Citizens will still continue to work in Louisa County, Albemarle County, and Charlottesville. Citizens will continue to spend their hard earned money in Louisa County, Albemarle County, and beyond **not** in Fluvanna County. Approval of these businesses will not change this pattern nor provide anything positive to those that live in these businesses travel path. The majority of the traffic will travel west on Route 250 to Charlottesville and through Fluvanna's Rural Residential Planning Area, for which we live. We live west of these proposed businesses. We also live west of the water and sewer lines so none of these businesses nor the upcoming water and sewer will help our property value. It will actually decline due to the increase in traffic, noise, pollution, 24 hours a day and 7 days a week traffic that shakes our house, etc.... Plus, nobody will want to buy our property if they see what is occurring now on Route 250 and what is in the works for the future which is more industrial blight!

As far as 2428 Richmond Road, LLC is concerned, there is not enough information to determine what exactly this business will be. We believe approving of this businesses rezoning before gathering more information will open up a "can of worms" and they can put anything they want to at this location as far as Industrial 1 or Industrial 2 is concerned, especially so if both industrial classifications are approved. Then, the approval of the special use permit will only be a formality.

As far as the Amber Hill, LLC is concerned, where will these vehicles be coming from, in other words, where will the tractor trailers be traveling to pick up the vehicles to be processed at the facility?! We are sure the majority of the cars will be coming from the auto auctions which most of them are held west of the facility towards Charlottesville and beyond. Once again, these heavy big rigs will be making left turns and traveling through Fluvanna's Rural Residential Planning Area where children get on and off the school bus and citizens have to travel to take care of their daily needs outside of Fluvanna County.

There are no pull offs on Route 250 in case of a breakdown, blown tire, etc.... There is no room for error. VDOT has no immediate concerns to these requests; however, how will these trucks make left hand turns exiting from Memory Lane heading west towards Charlottesville and left turns when returning traveling from the east to west returning to the facility? We can hardly get out of our driveway now as it is, especially making a left turn, much less with the addition of a high volume of tractor trailers using Route 250 24 hours a day 7 days a week!

If there is a fire at the facilities who will respond? Palmyra and Lake Monticello Fire Departments are at least 10-15 miles away. Will Louisa County volunteer to assist since they are closer? Will Albemarle County be available to assist since they are closer? There are more questions than answers concerning the safety of these facilities in case of an accident and/or fire.

Ms. Keuther and Ms. Harris-Thank you in advance for your assistance in ensuring all Planning Commission and Board of Supervisors members receives our questions, comments, and opposition to both of these requests in lieu of attending the meetings. Also, thank you Mr. Lagomarsino and Mrs. Eager in advance, as our Palmyra District representatives, in reading our e-mail in regards to these requests.

Sincerely,

Edward and Kara Thomas
Troy, VA

Brad Robinson

From: Stephanie Keuther
Sent: Tuesday, March 13, 2018 3:44 PM
To: Brad Robinson; Jason Stewart
Cc: Steve Nichols; Kelly Belanger Harris; Jason Smith
Subject: FW: Info for planning commission
Attachments: WARD_Planning Commission Mar 13_Attachments.pdf

For your records/review.

From: Katie Gar Ward [<mailto:katiegar86@gmail.com>]
Sent: Tuesday, March 13, 2018 3:01 PM
To: Stephanie Keuther <skeuther@fluvannacounty.org>
Cc: Walker <walker.ward421@gmail.com>
Subject: Re: Info for planning commission

Hi Ms. Keuther,

Please see attached document for inclusion with the planning commission hearing tonight. I do not intend to send anything else over before the meeting.

Thanks so much for the assistance,
Katie

On Mar 13, 2018, at 10:47 AM, Stephanie Keuther <skeuther@fluvannacounty.org> wrote:

Received, thank you.

From: Katie Gar Ward [<mailto:katiegar86@gmail.com>]
Sent: Tuesday, March 13, 2018 8:54 AM
To: Stephanie Keuther <skeuther@fluvannacounty.org>
Cc: Walker <walker.ward421@gmail.com>
Subject: Info for planning commission

Good morning Ms. Keuther,

Please find attached petition to include for the planning commission hearing tonight. I'll be sending over another document here in the next few hours as well.

Thank you so much!
Katie Ward

For consideration:**Discrepancies on significant issues that have yet to be fully addressed or clarified**

	DEC. 20, 2017 BOS HEARING (Excerpts from Recorded Audio)	FEB. 8, 2018 TRC Meeting	FEB. 15, 2018 NEIGHBORHOOD MEETING	MAR. 13, 2018 SUP 18:01 Staff Report Recommended Conditions
How often will crushing occur?	<p>2:43:53: <i>Matthew Caddy, LKQ:</i> An independent company "...would crush 2 or 3 rows of cars in a 2-3 day window and then they'll be gone. One area at a time. It wouldn't be every day; we won't have a crusher on site.</p> <p>2:45:20: <i>Mr. O'Brien, BOS:</i> "So crushing would happen every month basically?"</p> <p><i>Caddy:</i> "Yeah, for a couple of days."</p> <p>2:48:17 "We'd only crush maybe every other month or month and a half."</p>	<p>March 13, 2018 SUP 18:01 Staff Report (under bullet #10, pg. 5)</p> <p>"Once or twice per week."</p>	Not specifically addressed	Not specifically addressed
What will your operating hours be?	<p>Recorded audio: <i>O'Brien</i> asked to clarify about the lighting a night, and if operations are 24/7.</p> <p>2:41:02:</p>	<p>March 13, 2018 SUP 18:01 Staff Report (under bullet #1, pg. 4)</p> <p>"Planning staff had questions</p>	Representatives did confirm they would operate 24/7 , but stated night operations should only occur inside 100,000 sq-ft facility.	<p>March 13, 2018 SUP 18:01 Staff Report (pg. 6)</p> <p>#5: The dismantling facility and the adjoining concrete</p>

	<p>Caddy: "No. The facilities I run in my market typically run from 7-to-6 / 7-to-7. The time would depend on the special use. More than likely if we do any 24/hour, it would be warehousing...because we don't typically operate in the dark...our dismantling facility, we would basically dismantle at the top."</p>	<p>regarding proposed landscaping, lighting and hours of operation. The applicant stated they needed the ability for the building and concrete area to operate 24/7."</p>	<p>Resident Walker Ward asked Mr. Caddy directly if there would be 18-wheelers coming to the facility at night, unloading vehicles. Mr. Caddy could not state with 100% certainty that commercial vehicles wouldn't come at night (said very "unlikely").</p>	<p>pad area shall be permitted to operate 24/7. The operational hours of the storage yard shall only be for daylight hours.</p>
<p>What about noise pollution?</p>	<p>2:44: "Diesel crusher is not quiet, but it would only be run during 8-5 business hours."</p> <p>2:47:12 Mr. O'Brien asked what sort of sounds could someone hear if they're standing outside of the facility.</p> <p>Caddy: "You'd probably hear some motor traffic. Mostly you'll hear air impacts. In like wintertime, you'd hardly hear anything at all because the doors would be closed.</p> <p>(--?? So, in nicer weather, when everyone wants to enjoy the outside, your doors will be open??--)</p>	<p>Either not addressed or not conveyed on staff report.</p>	<p>Addressed generally in regards to volume of cars and crushing.</p>	<p>10. Any noise shall comply with Chapter 15.1 of the Fluvanna County Code.</p> <p>^^ Does not address whether LKQ would or would not be exempt under Section 15.1-7 Exempt Sounds? Construction, demolition and/or maintenance activities. Sounds generated from construction, Demolition and/or maintenance activities between 6:00 a.m. and 11:00 p.m.</p>

<p>How many trucks will be coming to the facility?</p>	<p>Recorded audio:</p> <p>2:43:05: <i>Caddy:</i> "We probably wont run much of a local delivery market here. We'll produce more here...so we won't have near as many delivery trucks, so I don't think that would be much of an impact compared to more densely populated environment. Delivery wise, maybe 2 or 3 (trucks) leaving in the day then coming back in the evening, I'd say we'd probably have 1 to 2 semis a night, leaving with product, going to our distribution centers. We will have incoming vehicles, probably daily, maybe 1 – 2 trucks there. We won't have to process or crush cars too often because of the size of the facility, when we do we'll have some semi traffic coming for that, but that's pretty well contained."</p>	<p>Either not addressed or not conveyed on staff report.</p>	<p>Matthew Caddy (paraphrased) said they'd have 4 delivery trucks of their own, then probably 2-4 Fedex tractor trailers a day.</p> <p>Resident Walker Ward asked Mr. Caddy directly if there would be 18-wheelers coming to the facility at night, unloading vehicles.</p> <p>Response was no, that isn't their typical operation.</p> <p>Ward followed-up asking if they could guarantee no.</p>	<p>March 13, 2018 SUP 18:01 Staff Report (pg. 6)</p> <p>#6: The dismantling facility and storage yard will not have more than 40 truck trips in any 24-hour period. A truck trip shall be defined as the same truck leaving and returning or arriving and leaving the facility</p>
<p>What environmental precautions do you take?</p>	<p>2:40:30: <i>Caddy:</i> "...we take samples twice a year." <i>O'Brien:</i> "Soil?"</p>	<p>Either not addressed or not conveyed on staff report.</p>	<p>When residents asked if LKQ could guarantee not any fluid would leak out of the cars while in the yard, the response was</p>	<p>March 13, 2018 SUP 18:01 Staff Report (pg. 6)</p> <p>#7: Used motor oil, coolants, discarded automotive parts</p>

	<p>Caddy: "No, we take water samples."</p> <p>2:42:20 Caddy: "Our hope is not to make a smidgen of anything on the property at all."</p>		<p>"Well, we don't wipe down the insides of a car."</p> <p>Resident Katie Ward asked why an environmental survey/impact assessment wasn't provided before even applying. County admin said it isn't a state requirement. Ward asked representatives why they wouldn't have provided one as a good faith measure for residents, and representatives alluded that it would have taken a lot of time and cost a lot of money, in the event the SUP wasn't approved.</p>	<p>and tires shall be recycled or disposed of in accordance with State and local laws.</p>
<p>What about natural buffers?</p>	<p>2:32:35 Scott Haley, KP Development "...and when I say 90 acres we have not fully engineered any of this but conceptually we're probably only going to develop about 65 or 67 acres, because there are these natural areas that need to be...that won't be able to be touched or we're going to preserve, so that's our initial plan when we say 90 acres, we're really not talking 90</p>	<p>March 13, 2018 SUP 18:01 Staff Report (pg. 5)</p> <p>"4. Department of Forestry had no comments."</p> <p>"9. Mrs. Eager from the Board of Supervisors stated that the neighbors would like to see more screening."</p>	<p>Mr. Zambito, Fox Glen HOA President, specially asked to explain how on the SUP application, the "protection of adjoining property" section states "the applicant will not be impacting large portions of vegetation along the property boundaries, in an effort to preserve these buffers," yet the submitted site plan showed that entire area (roughly 15-20 acres) as "gravel,"</p>	<p>A minimum 50-foot buffer shall be maintained along all property lines that adjoin agricultural, residential or business districts. A minimum 8 foot fence shall be used around the storage yard.</p>

	<p>acres, we're probably really talking 60-70 acres."</p> <p>2:37:02: <i>Haley:</i> "In terms of the creek, we're going to be respectful of the slopes, there will be grading on the site, we're not going to be able to get into those areas that are tree-lined, buffered by those drainage areas and those creeks...set by the setbacks distance based on topography."</p>		<p>showing only a 50ft buffer.</p> <p>The engineer with LKQ stated they would only keep enough to meet the minimum 50-foot requirement.</p> <p>Zambito asked how taking down all trees except for 50 feet worth would not be considered impacting a large area of vegetation?</p> <p>Representative disagreed, stating he did not think that would be impacting a large area of vegetation.</p>	
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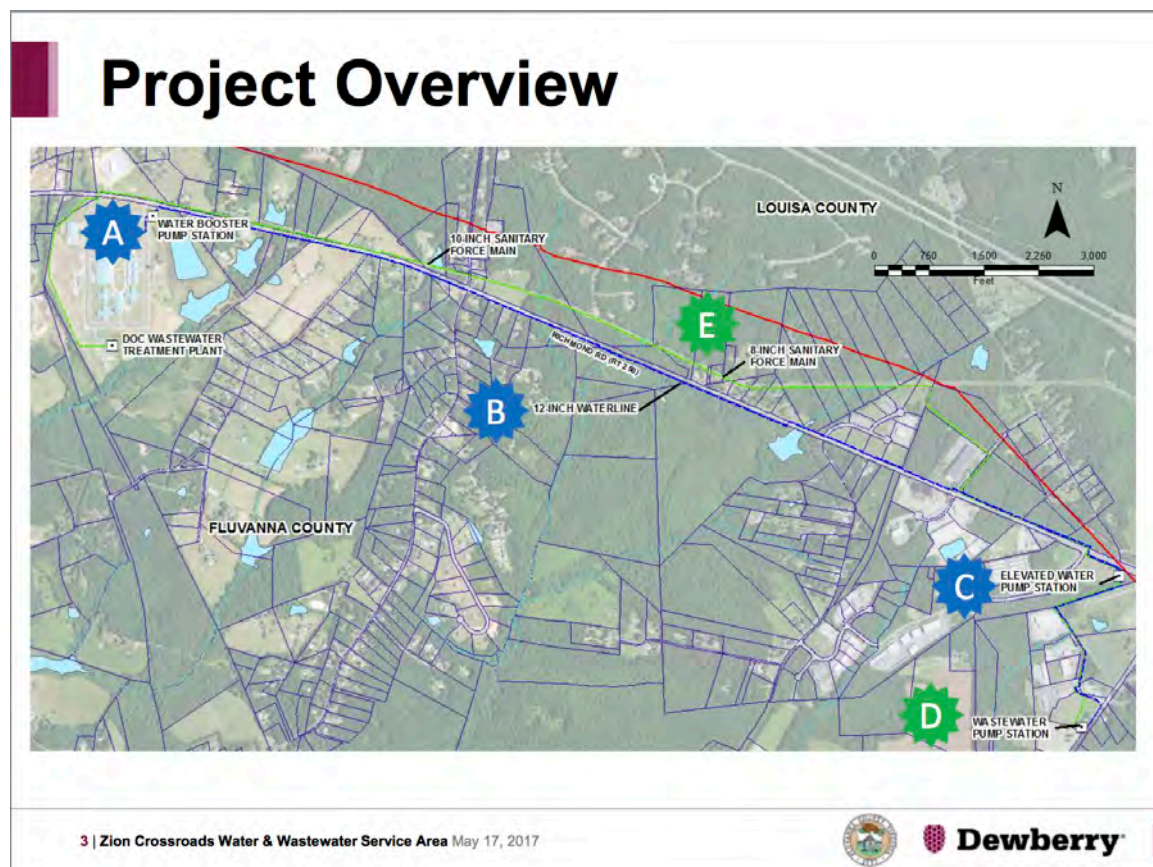
For consideration: Zion X Roads Water/Sewer Project – Why Memory Lane?

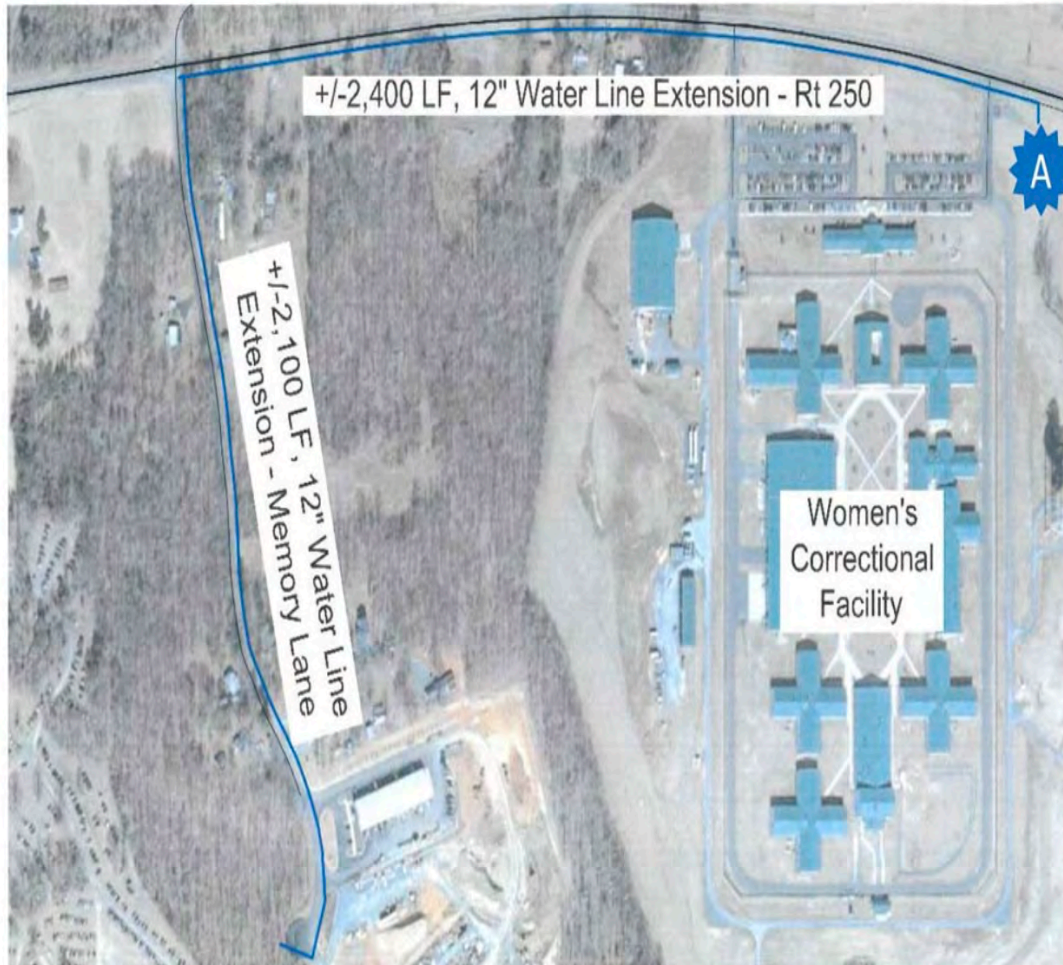
In its May 17, 2017 proposal, Dewberry's Project overview included a Map showing the water line stopping at the Women's Correctional Facility.

A Nov. 9, 2017 article by NBC29 shows an updated map, with additional +/- 4,500 LF water line extensions past the WCF down to the end of Memory Lane.

Why was this extension added? When was it added? Is it a coincidence that TM 4A 27A, SUP 18:01's parcel, is at the end of Memory Lane also?

How much additional funding is this costing, to serve a corporate entity only?
How was the I-2 rezone from A-1 NOT spot zoning, as the parcel lies outside of the Zions Crossroads Community Planning Area, AND is serving the private interests of the seller and contract holder, made even clearer by this change in the waterline location?





3 | ZXR Water and Sewer Project

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Plans to Bring More Water to Zion Crossroads Moving Forward

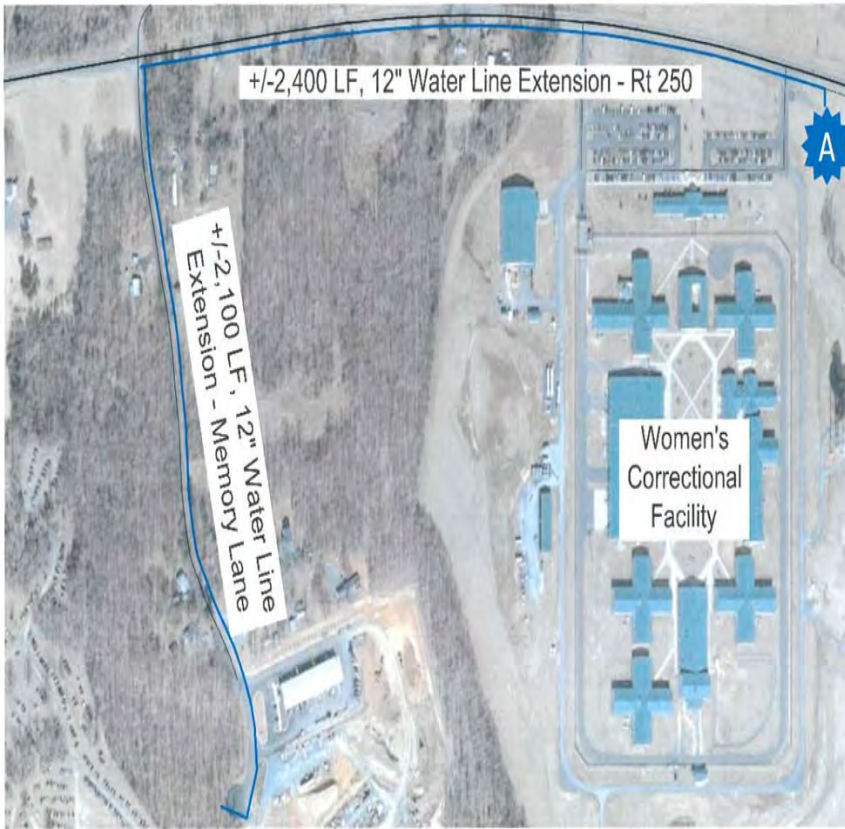
Posted: Nov 09, 2017 4:20 PM EST
Updated: Nov 23, 2017 4:28 PM EST

FLUVANNA COUNTY, Va. (WVIR) - After about 40 years of talking, a plan to bring water to the Route 250 corridor in the Zion Crossroads area is moving forward.

Bid request are now being accepted since the Fluvanna County Board of Supervisors has approved the design of a project to run water from the Fluvanna County Women's Correctional Center to the east and south to Route 250 and along Route 15.

The three-phase project will cost about \$12.7 million. Those phases are the piping, a pumping station and water tower, which are out for separate bids.

The county hopes to award contracts in spring of 2018 and construction should take about 18 months.



3 | ZXR Water and Sewer Project

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For consideration: TM 4A 27A / SUP 18:01 ENVIRONMENTAL IMPACTS

Currently, the staff's proposed conditions only state the applicant should meet all Virginia Department of Environmental Quality Virginia Department of Health requirements. The planning commission should also require conditions to provide an environmental impact analysis and grading plan before any demolition/construction, and it should made available to all adjacent property owners and surrounding residents.

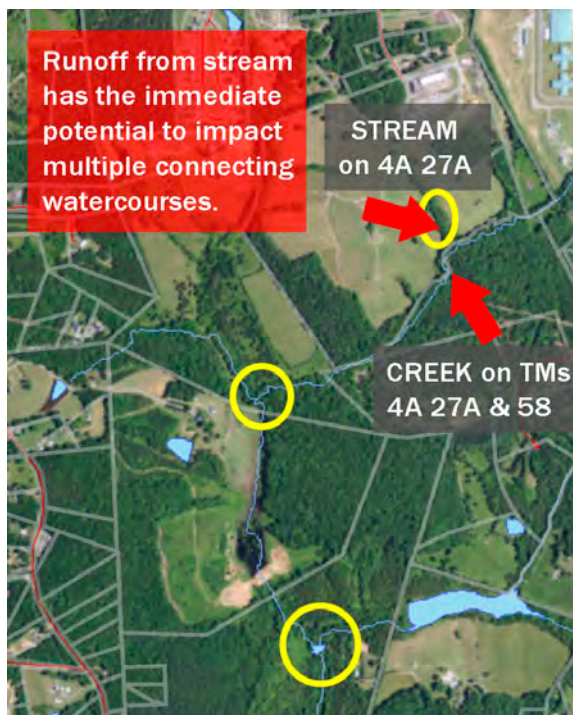
WATERCOURSE IMPACT

- Photos of TM 4A 27A as viewed by TM 4A 58, taken 1/15/18.
- A creek weaves along the border of both parcels, and crosses both properties.
- TM 4A 27A's stream flows downhill to this creek. How will residual fluids be guaranteed not to flow into the ground water?
- When asked at the neighborhood meeting, even LKQ reps **could not guarantee 100%** that all fluids could be removed without leaving residual fluids in the cars.
- When asked at the neighborhood meeting, LKQ also acknowledged they **do not remove wiring** from the cars. This will leave 10,000 cars as a nesting ground for rodents.





ABOVE: Stream on TM 4A 27A (shown center) feeds into creek crossing same parcel and TM 4A 58



How will LKQ guarantee residual fluids won't seep into the ground water? Or flow into connecting watercourses? Will there be **periodic water testing** to ensure water isn't contaminated? Will **wildlife** be impacted from drinking contaminated water? This **should have been addressed WITH the application.**

VEGETATION IMPACT

The planning commission should require conditions to provide a **more substantial buffer** than the 50 foot minimum required by the ordinance. Only retaining 50 feet of vegetation as buffer will not only leave substantial visibility of cars, but also will **contradict applicant's statement to not impact large portions of vegetation**. Requiring a buffer of 200-500 feet would create a more substantial buffer to neighboring properties.



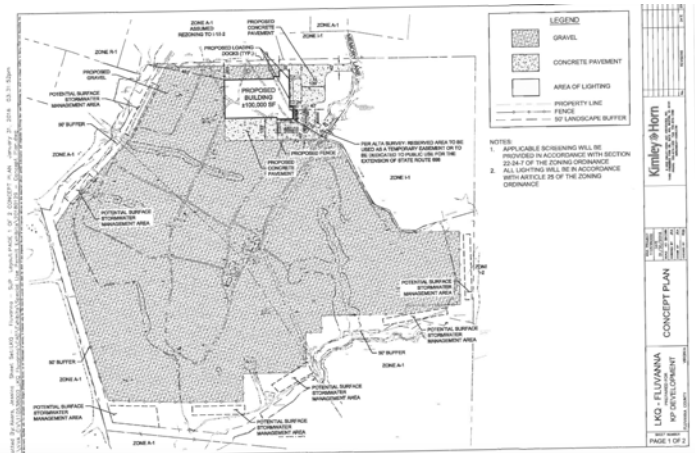
PAGE 3 OF SUP 18:01 APPLICATION STATES:

"The applicant will be installing a 6' sight-proof fence/screen. **The applicant will not be impacting large portions of vegetation along the property boundaries**, in an effort to preserve these buffers."

ABOVE: composite photo of submitted site plan over satellite imagery of parcel.



ABOVE: Screenshot from Fluvanna's GIS Map of TM 4A 27A, showing vegetative areas.



ABOVE: Screenshot from SUP 18:01 site plan, showing entire yard area as gravel.

AIR QUALITY IMPACT

The conditions proposed by the planning office staff do not specifically address any requirement for evaluating or mitigating air quality impact.

Instead, conditions proposed include: *"The dismantling facility and storage yard will not have more than 40 truck trips in any 24 hour period. A truck trip shall be defined as the same truck leaving and returning or arriving and leaving the facility."*

- If LKQ is to operate as they claim, where trucks will only be coming/unloading during "normal business hours," then **40 trucks would be entering and exiting Memory Lane within an 8-10 hour day.**
- This equates to 4-5 commercial trucks driving back and forth down Memory Lane per day.
- With that many commercial vehicles being added to Memory Lane's vehicle usage, **why aren't the pollution impacts being addressed?**
- Currently, Memory Lane is mostly residential with a small industrial building at the end of the road. Commercial traffic is a minimum, yet this Special Use Permit would increase that substantially, thus **allowing vehicle emissions and pollutants to flood the air** and spread to neighboring homes and properties **without being measured or mitigated.**

For consideration: TM 4A 27A / SUP 18:01 NOISE COMPLIANCE

The planning staff has included proposed condition of "Any noise shall comply with Chapter 15.1 of the Fluvanna County Code."

When asked on March 8 to clarify how LKQ would fit into this code, whether they were exempt from the 70-decibel industrial restriction, the county could not give residents a straight answer (see email traffic, attached).

The community deserves to know what the expectation of LKQ's operational noises/sounds is. Will we be hearing 70 decibel + sounds during 6 am to 11 pm? Or outside of these hours? Or does LKQ have to stay under 70 decibels?

This specific clarification needs to be addressed in the conditions, not just a vague statement that they must comply with the code.

From: Katie Ward katiegar86@gmail.com
Subject: Re: Question About Fluvanna Noise Control Document
Date: March 8, 2018 at 6:10 PM
To: Scott Miller smiller@fluvannacounty.org
Cc: Salvatore Zambito szambito84@yahoo.com, Ashley Lam adr041285@gmail.com, Joseph Ryan jgryan82@hotmail.com, Brad Robinson brobinson@fluvannacounty.org, Jason Stewart jstewart@fluvannacounty.org, Patricia Eager peager@fluvannacounty.org

M

Mr. Miller,

My apologies I thought it was a legitimate question that could be clarified. Meaning it either does or doesn't fall into the exemption category...and therefore it does or doesn't qualify for being allowed over 70 decibels during the hours listed. If you can't clarify that, perhaps it should have been presumed to be hypothetical when you sent the first reply.

So, can you clarify what you were explaining, or is that me asking you for legal advice? If it is in fact the latter, sure, I'll ask my attorney. It didn't seem like that at all or else I would have.

[Sent from my iPhone]

On Mar 8, 2018, at 2:57 PM, Scott Miller <smiller@fluvannacounty.org> wrote:

Good afternoon Mrs. Ward.

I am sorry that I cannot answer your hypothetical questions. This would be in the nature of legal advice, which I am not authorized to provide. If you have questions regarding the application of the County's ordinance, I suggest that you pose them to your attorney.

Best regards,

Scott B. Miller, CZO
Codes Inspector – Building Site Inspector
Dept. of Planning & Community Development
Fluvanna County, VA
434-591-1910
<mailto:smiller@fluvannacounty.org>

From: Katie Gar Ward [<mailto:katiegar86@gmail.com>]
Sent: Thursday, March 08, 2018 12:36 PM
To: Scott Miller
Cc: Salvatore Zambito; Ashley Lam; Joseph Ryan; Brad Robinson; Jason Stewart; Patricia Eager
Subject: Re: Question About Fluvanna Noise Control Document

Hi Mr. Miller,

I'm a bit confused on #3....if they are considered exempt from the 70 decibel requirement, based on the first respond to #3, but you said "no" to the follow-up question, "does this mean LKQ can be above 70 decibels between 6am and 11 pm?", can you clarify? It seems a bit contradictory, perhaps I'm just not following correctly.

Thank you!

Thank you:
Katie

On Mar 8, 2018, at 11:20 AM, Scott Miller <smiller@fluvannacounty.org> wrote:

No problem.

In regards to your follow up questions;

2.) Is the measurement taken from the property line, and from the street?

Response: Yes

- Does this mean that they can't be louder the 70 decibels from the street in front of their building?

Response: Yes

3.) Would LKQ be considered under the following section, Section 15.1-7 Exempt Sounds?

Construction, demolition and/or maintenance activities. Sounds generated from construction,

Demolition and/or maintenance activities between 6:00 a.m. and 11:00 p.m.

Response: Yes

- Does this mean that they can be above 70 decibels between 6:00 a.m. and 11:00 p.m. ?

Response: No

- Are loud transport truck noises exempt too or are they considered vehicle transport and not part of the demolition?

Response: Yes, see Section 15.1-7 Exempt Sounds, (D) Transient Sound From Transportation and (I) Warning Devices

I hope this additional information is helpful.

Best regards,

Scott

From: Salvatore Zambito [<mailto:szambito84@yahoo.com>]

Sent: Thursday, March 08, 2018 9:54 AM

To: Scott Miller

Cc: Katie Ward; Ashley Lam; Joseph Ryan; Brad Robinson; Jason Stewart; Patricia Eager

Subject: Re: RE: Question About Fluvanna Noise Control Document

I'm sorry, but I had a couple follow up questions.

2.) Is the measurement taken from the property line, and from the street?

Response: Yes

- Does this mean that they can't be louder the 70 decibels from the street in front of their building?

3.) Would LKQ be considered under the following section, Section 15.1-7 Exempt Sounds?

Construction, demolition and/or maintenance activities. Sounds generated from construction,

Demolition and/or maintenance activities between 6:00 a.m. and 11:00 p.m.

Response: Yes

- Does this mean that they can be above 70 decibels between 6:00 a.m. and 11:00 p.m.? If so, what activities would this exemption cover? (crushing cars only, or all activities)

- Are loud transport truck noises exempt too? Or are they considered vehicle transport, and not part of the demolition?

On Thursday, March 8, 2018, 9:25:16 AM EST, Scott Miller <smiller@fluvannacounty.org> wrote:

Good morning Mr. Zambito.

In response to your email and questions;

1.) Receiving Zone for Industrial Zoning = 70 (dBA). How is it measured?

Response: See listing in Section 15.1-9.A Definitions

See "A" weighted sound level, measured with a sound level meter using the A-weighting network.

Fluvanna County uses a sound meter brand named "EXTECH".

Code Compliance Officer (myself) takes these measurement's.

2.) Is the measurement taken from the property line, and from the street?

Response: Yes

3.) Would LKQ be considered under the following section, Section 15.1-7 Exempt Sounds?

Construction, demolition and/or maintenance activities. Sounds generated from construction,

Demolition and/or maintenance activities between 6:00 a.m. and 11:00 p.m.

Response: Yes

I hope I have answered these questions for you.

Best regards,

Scott

From: Salvatore Zambito [<mailto:szambito84@yahoo.com>]
Sent: Wednesday, March 07, 2018 9:56 PM
To: Scott Miller
Cc: Katie Ward; Ashley Lam; Joseph Ryan
Subject: Question About Fluvanna Noise Control Document

Hey Scott,

I was going through the Noise Control document for Fluvanna and I had a couple questions.
(https://www.fluvannacounty.org/sites/default/files/fileattachments/board_of_supervisors/page/12381/15.1.noise_control_2016.pdf)

I see that Industrial sound is limited to maximum of 70 decibels in Fluvanna. How is this measured? I see that it is from the property line, and from the street. Is that correct?

<image001.png>

Also, would LKQ be considered under the following section?

Section 15.1-7 Exempt Sounds

Construction, demolition and/or maintenance activities. Sounds generated from construction, demolition and/or maintenance activities between 6:00 a.m. and 11:00 p.m.

Thank You

Sal Zambito

Fox Glen HOA President

For consideration:**TM 4A 27A / SUP 18:01: CULTURAL RESOURCE PRESERVATION / ANALYSIS**

William Jefferson Bourne, a Civil War soldier and well-known Fluvanna farmer, owned this parcel, TM 4A 27A, until his death in 1921. It was then deeded to his daughters.

- William Jefferson Bourne was born March 22, 1839.
- He enlisted on July 22, 1861, at the age of 22, in Charlottesville, Va.
- He is buried in Beaver Dam Church cemetery.
- He served in A Company, Virginia 57th Infantry Regiment. The regiment served in many significant battles, including Gettysburg.

THE PLANNING COMMISSION / COUNTY SHOULD REQUIRE A CONDITION TO PRESERVE OR ANALYZE CULTURAL RESOURCES ON THIS PROPERTY.

One of the key principles that drives the county's vision in the 2015 Comprehensive Plan is: *"That Fluvanna's rich community heritage and our history be the cornerstones of our shared identity moving forward into the 21st century."* Pg. 11

- Demolishing a 19th-century farmhouse and leveling the 90-acre property could ruin a home with historic architectural significance and possible archeological opportunities for the county.
- Without a cultural resources stipulation / condition added to any Special Use Permit application, Fluvanna runs the risk of destroying artifacts and historical aspects of the county's history.
- If Pleasant Grove in Palmyra was looked at for historic preservation and recreational use, why not this farm?
- According to Fluvanna.org, "Pleasant Grove was a vibrant and active farming operation, producing wheat, corn, oats and tobacco. Plantations similar to Pleasant Grove depended on the Rivanna bateaux and canal boats to transport harvested tobacco crops and the locally milled corn, wheat, and oat flour downriver to Richmond markets and warehouses."

Additionally, this property could be eligible for the National Historic Register:

- *Age and Integrity.* Is the property old enough to be considered historic (generally at least 50 years old) and does it still look much the way it did in the past?
- *Significance.* Is the property associated with events, activities, or developments that were important in the past? With the lives of people who were important in the past? With significant architectural history, landscape history, or engineering achievements? Does it have the potential to yield information through archeological investigation about our past?
- The quality of significance in American history, architecture, archeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess

integrity of location, design, setting, materials, workmanship, feeling, and association, and:

- That are associated with events that have made a significant contribution to the broad patterns of our history; or
- That are associated with the lives of significant persons in our past; or
- That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- That have yielded or may be likely to yield, information important in history or prehistory.



William Jefferson Bourne



1927 survey – designates residual estate of WJB



VETERAN IS BURIED

The funeral of Mr. William J. Bourne, a well known farmer of Fluvanna County, was held at Beaver Dam Church at 3.30 o'clock Sunday, the service was conducted by the pastor, Rev. Hall. There was a large attendance of friends and relatives of the deceased.

Mr. Bourne is survived by his wife and five children—Mrs. J. L. Connock, of Schoolfield, Va.; Mrs. James Jackson, of Columbia; Mrs. W. O. Harlow, of this city; Messrs W. J. and B. R. Bourne, of Fluvanna County.

Mr. Bourne served in the Civil War and was eighty-two years of age.



Headstone at Beaver Dam Baptist Church, Troy.

change.org

Recipient: Fluvanna County Board of Supervisors

Letter: Greetings,

We don't want a 90-acre junkyard in OUR Fluvanna County!!

Comments

Name	Location	Date	Comment
Walker W.	Troy, VA	2018-02-09	Hey everyone, we have a Facebook page where we've posted additional information and dates on the upcoming meetings/hearings: https://www.facebook.com/keepfluvannacountry/
Myra Smith	Newport News, VA	2018-02-09	I am signing this petition because Fluvanna was one of the areas I was considering as my new home when I retire in 2 years. It is a beautiful area and one that I have visited frequently. But I won't move there if the county could make such a foolish decision on how to best utilize the resources of the county. Please reconsider this decision.
Anne Fitzgerald	Zion Crossroads, VA	2018-02-10	I have lived in this areas for 30 years. Cosners was a business that sold used car parts, and it was not 90 acres; they did not crush cars at all hours, nor did they pollute the air with lots of lights. The lights from the prison are bad enough, I enjoy seeing the stars. Do not approve the SUP-- this does not just affect residents of Fluvanna. It affects Louisa and Albemarle residents as well.
Lynn Coleman	Portsmouth, VA	2018-02-10	I'm in the neighborhood.
Angela Melton	Palmyra, VA	2018-02-10	There is no place in our beautiful county for this type of business. Do we need big business in Fluvanna. Yes, but not this kind. Ask yourself if you would like to live near this facility. I guess NO. NO ONE would. We should focus on beneficial business and supporting local business in our County and helping those businesses flourish. We are a neighbors first County! I vote no!
Kim Tyler	Charlottesville, VA	2018-02-10	Fluvanna is my home, and home to thousands of others. This kind of pollution CANNOT be tolerated!
Chelsea Stearns	charlottesville, VA	2018-02-10	I'm signing because, I do not want my children to grow up in a polluted environment. I want to be able to apperciate the beautiful country views this county has to offer.
Jennifer Hoppe	Troy, VA	2018-02-10	Industrial is not why my parents chose to raise my sister & I & where I plan to raise my children. If I wanted this for my family I would live in town
William Prindle	Troy, VA	2018-02-10	Fluvanna has for too long been a convenient dumping ground for industrial facilities that other jurisdictions don't want. It's time for our citizens to tell the Board of Supervisors to do our will, not that of wealthy developers.
Angela Rasmussen	Charlottesville, VA	2018-02-10	My husband and I live here and do not want this junkyard polluting our area, polluting our night skies, polluting our peaceful and quiet nights.
Joseph Batitto	US	2018-02-10	I don't want this mess in a region of beauty
Kaitlin Clark	Alabama	2018-02-10	Fluvanna is better than this!

Name	Location	Date	Comment
Melissa Irvin	Newburg, U.S. Outlying Islands	2018-02-10	I'm signing because we're not a trash county and we don't want this pollution in our backyards. Whoever votes for this on the BOS deserves to be voted out of office.
Debi Forshey	Palmyra, VA	2018-02-10	A junk yard is not the business we need to bring into this county
Russell Stull	Gum Spring, VA	2018-02-11	Small town country no place for Fortune 500 companies stay out of small hometowns
Annette Annette Couch-Jareb	Keswick, VA	2018-02-12	This is a main corridor and it looks awful! Residents are opposed to it, The planning commission has already voted against this. Neighbors are against this. Why is the BOS favoring a company that already has rock bottom reviews elsewhere?
Gloria M Gregory	Troy, VA	2018-02-12	I do not want this near me.
Amy Berry	Troy, VA	2018-02-19	5 years into my 30 year home loan...would never have purchased a home in Fluvanna had I known a 90 acre car junk yard would end up as the view off my back deck. It is deplorable to do this to homeowners and to the rural landscape that attracted the majority of homeowners to Fluvanna in the first place!
Linda Smith	Troy, VA	2018-02-19	I'm signing because I've lived next to this parcel for 40 years, and have paid my taxes, and deserve a voice. So proud of my daughter and son-in-law for fighting this battle. Please help them, and all of us, any way you can.
E.V. Smith	Troy, VA	2018-02-19	All this boils down to is money and greed, and it's ridiculous. My wife and I raised our two girls next to these 90 acres, and now my daughter has bought land right next to it, and us. And this is what we have to deal with?? Thanks for nothing, supervisors.
Walker W.	Troy, VA	2018-02-19	Hey everyone!! NBC29 just came out to interview me and my wife about this...they did a great job telling the story: http://www.nbc29.com/story/37534539/fluvanna-landowners-challenge-permit-
Christie Hope	Orlando, FL	2018-02-19	I'm proud to be a fluco. And bleed blue and gold. I look forward to my kids growing up graduating and looking back on Fluvanna as their home. That is slowly fading away As our beautiful county is being torn down. The trees falling and the serenity disappearing as our country side is being bought out by who and for what? Are we really willing to destroy our county disturb our families and lower our property values for empty promises that we'll never see nor replace the beautiful place so many of us call home . Not everyone lives at the lake but we are all still Fluvanna.
rebecca wolfe	manassas, VA	2018-02-19	businesses should not be allowed to just plop their intrusive industrial projects down in a community!! this development must be stopped!
Julius Dizon	Troy, VA	2018-02-19	I grew up in the city, but I came to Fluvanna because it's peaceful and quiet; I wanted the quiet life.... since I came here, I have observed that more houses are being built in the area, and more people are coming in to call it home.... I understand that the board wants the county to thrive, but there are other ways, aside from

Name	Location	Date	Comment
			junk, and pollution, and noise... the beauty of fluvanna comes from its country feeling... a place where a person can decompress from the craziness of work or whatever it maybe.. it is a place where you can connect with your loved ones, and have peace in yourself. Some people appreciate the stillness and quietness and reflect in what happened to your day... I/we do not like another stress. There is no common sense to bring in 40 jobs, but loose people out of the county, because some moved to a different place or lives became miserable.... 40 jobs does not justify it. The board will even have more problems because they will loose more constituents... so much for the tax argument.
Kelly Reinhardt	Charlottesville, VA	2018-02-19	I'm signing because there are better ways to increase income and build jobs in Fluvanna!
Kary Clarke	Troy, VA	2018-02-20	Here is hoping that this helps! Excellent interview, very well stated, Katie and Walker.
Kary Clarke	Troy, VA	2018-02-20	Should add that this company that wants to have a junkyard in our county is rated D- by the Better Business Bureau. Do we really want a D- rated company in our area? I say no. If we want a great county, we need to attract great companies that have a BBB rating better than a D-.
Gregory Howe	Gum Spring, VA	2018-02-20	I support our neighbors in Fluvanna. I'm certain that there are long term adverse effects to the ground water if this facility is placed in this area.
Randy Wright	Gallatin, TN	2018-02-20	We do not need to develop more farmland especially to put in an environmental hazard.
Elizabeth Pagola	spring, TX	2018-02-20	Don't mess with our homes and our families for profit!We love it here.
Lynn Gaetano	Troy, VA	2018-02-20	We moved here for the lovely community and peace and quiet. There are better ways to bring jobs to this community than a "D" rated business that will spoil the landscape and cause noise and air pollution.
corina dubois	woonsocket, RI	2018-02-20	Corina dubois
Ernest Ward	Gordonsville, VA	2018-02-21	The cost benefit ratio of this project is minimal. In addition the company who wants this project is bottom of the barrel organization with a poor BBB rating. What makes Fluvanna county think anything will be different here. This is not the way to improve Fluvanna, Louisa, and the Zion Crossroads area. No other businesses will want to be near this junkyard!
Jorge Briones	Southlake, TX	2018-02-21	Better jobs are needed, not these.
Abby Miller	Waldorf, MD	2018-02-21	Please keep Fluvanna the way it is and don't put a junk yard in this county!
Katlin Miller	Waldorf, MD	2018-02-21	Keep Fluvanna the way it is.

Name	Location	Date	Comment
Laura Bittle	Troy, VA	2018-02-21	I foresee this being a snowball effect inviting even more unfavorable industry to the area.
Jennifer Hazen	Troy, VA	2018-02-22	I don't want this to be a stepping stone to other unfavorable developments. We purposefully moved TO this area from the city to raise our small children and get away from all that.
Robin Owen	Palmyra, VA	2018-02-24	This is a beautiful rural county and it deserves to be kept as this. This can find another county to put its dump on.
Jane Cronin	Staten Island, NY	2018-03-10	I love to visit a couple of times each year. Why would I, and my fellow tourists want to visit a place that's known as a car dump?
Robert Albrecht	Charlottesville, VA	2018-03-12	I live in fluvanna

Signatures

Name	Location	Date
Katie W.	Hampton, VA	2018-02-09
natalie kiser	Shady Side, MD	2018-02-09
Katie W	Troy, VA	2018-02-09
Salvatore Zambito	Troy, VA	2018-02-09
Carol Raffaele	Telford, PA	2018-02-09
Richard Koepsell	Virginia Beach, VA	2018-02-09
Jeremy Visnesky	Zion Crossroads, VA	2018-02-09
Aaron Williams	Troy, VA	2018-02-09
Donna McAuliffe	Columbia, MD	2018-02-09
Rebecca Ocker	Greencastle, PA	2018-02-09
james bishop	Gordonsville, VA	2018-02-09
Shaina Sisak	Troy, VA	2018-02-09
Stephanie Mitchell	Louisa, VA	2018-02-09
Alysa Eastwood	Zion Crossroads, VA	2018-02-09
eleanor konigsbauer	Harleysville, PA	2018-02-09
audrey bohnengel	keswick, VA	2018-02-09
Joseph Denver	Shenandoah, VA	2018-02-09
Lawrence Williams	Zion Crossroads, VA	2018-02-09
Denise Brown	Altamonte Springs, FL	2018-02-09
Amanda Dole	hampton, VA	2018-02-09

Name	Location	Date
Evonte Randolph	Kapolei, HI	2018-02-09
Lucy Watkins	Palmyra, VA	2018-02-09
Claire Crain	Palmyra, VA	2018-02-09
Sheila Thompson	Stoneville, NC	2018-02-09
Myra Smith	Newport News, VA	2018-02-09
Sarah Zambito	Troy, VA	2018-02-09
Nicole Rosario	Scottsville, VA	2018-02-09
Mike Southall	Palmyra, VA	2018-02-09
Elizabeth Duncan	Charlottesville, VA	2018-02-09
Melissa Larrick	Palmyra, VA	2018-02-09
Carrie Visnesky	Kittanning, PA	2018-02-09
Linda Porzio	Palmyra, VA	2018-02-09
Quynh Ngo	Charlottesville, VA	2018-02-10
Jeff Russell	Louisa, VA	2018-02-10
Dawn Zanfardino	Keswick, VA	2018-02-10
Rob Zanfardino	Keswick, VA	2018-02-10
Anne Fitzgerald	Zion Crossroads, VA	2018-02-10
Brandy Bryant	Fluvanna, VA	2018-02-10
Keith McLaughlin	Gordonsville, VA	2018-02-10
Priscilla Erickson	Troy, VA	2018-02-10
Lynn Coleman	Portsmouth, VA	2018-02-10
Angela Melton	Palmyra, VA	2018-02-10

Name	Location	Date
Susan Southall	Palmyra, VA	2018-02-10
Erin szilagyi	Virginia Beach, VA	2018-02-10
Joseph Ryan	Troy, VA	2018-02-10
Kim Tyler	Charlottesville, VA	2018-02-10
Tonya Reynolds	Palmyra, VA	2018-02-10
Anita White	Norfolk, VA	2018-02-10
C Gibson	Palmyra, VA	2018-02-10
Sarah Silverman	Altavista, VA	2018-02-10
Brittany Shields	Palmyra, VA	2018-02-10
Dylan Silverman	Altavista, VA	2018-02-10
Brandon Bossieux	Palmyra, VA	2018-02-10
Danielle Merritt	Charlottesville, US	2018-02-10
becky proffitt	Palmyra, VA	2018-02-10
Jessica James	Troy, VA	2018-02-10
Claire Crain Brown	Charlottesville, VA	2018-02-10
Brittany Proffitt	Charlottesville, VA	2018-02-10
Joe Gitz	Palmyra, VA	2018-02-10
Christin Henderson	US	2018-02-10
Barbara Black	Palmyra, VA	2018-02-10
Stacie Jakubec Fraser	Palmyra, VA	2018-02-10
Connie Bossieux	Palmyra, VA	2018-02-10
Chelsea Stearns	charlottesville, VA	2018-02-10

Name	Location	Date
Ashleigh Herring	Palmyra, VA	2018-02-10
Angela Smith	Palmyra, VA	2018-02-10
Karina Barenz	Anchorage, AK	2018-02-10
Elizabeth Franklin	Glade Hill, VA	2018-02-10
Dominique Moore	Palmyra, VA	2018-02-10
Jennifer Hoppe	Troy, VA	2018-02-10
Sandra Gardiner	Palmyra, VA	2018-02-10
Logan Henry	Troy, VA	2018-02-10
Russ Manion	Zion Crossroads, VA	2018-02-10
Jim Flandreau	New York, NY	2018-02-10
Angela Singh	Columbia, MD	2018-02-10
Hussein Tareq	Charlottesville, VA	2018-02-10
Terry Eck	Gordonsville, VA	2018-02-10
Courtney Shareck	Meherrin, VA	2018-02-10
Russ Bahorsky	Gordonsville, VA	2018-02-10
Ashley Lam	Palmyra, VA	2018-02-10
Nick Algieri	Palmyra, VA	2018-02-10
Melissa Johnson	Troy, VA	2018-02-10
Dana Taylor	Stuart, VA	2018-02-10
Gary Kimmel	Gordonsville, VA	2018-02-10
Kyandra Rivera De Jesus	Hyattsville, MD	2018-02-10
Sonja Dansey	US	2018-02-10

Name	Location	Date
Melissa Taylor	Palmyra, VA	2018-02-10
William Prindle	Troy, VA	2018-02-10
Karl Houseknecht	Palmyra, VA	2018-02-10
Patricia Fleming	Kents Store, VA	2018-02-10
Angela Rasmussen	Charlottesville, VA	2018-02-10
Ann Marie De Jesus-Rivera	Palmyra, VA	2018-02-10
Cari Luniewski	Palmyra, VA	2018-02-10
Anne Putnam	Troy, VA	2018-02-10
Steven Luniewski	Palmyra, VA	2018-02-10
Amanda Graziano	Palmyra, VA	2018-02-10
Russell Boyer	Zion Crossroads, VA	2018-02-10
Joseph Tamony	Harrisonburg, VA	2018-02-10
Joseph Batitto	US	2018-02-10
Julie Gwaltney	Forest, VA	2018-02-10
Margaret Peterson	Louisa, VA	2018-02-10
Kaitlin Clark	Alabama	2018-02-10
Sarah Denby	Norfolk, VA	2018-02-10
Diane Rosario	Virginia	2018-02-10
Melissa Irvin	Newburg, U.S. Outlying Islands	2018-02-10
Anne Henley	Keswick, VA	2018-02-10
Alicia Peterson	Palmyra, VA	2018-02-10
Bobbi Hensley	scottsville, VA	2018-02-10

Name	Location	Date
B Talley	North Garden, VA	2018-02-10
Grace Hubbard	Palmyra, VA	2018-02-10
Kristie Harlow	Palmyra, VA	2018-02-10
Laura Breeden	Palmyra, VA	2018-02-10
Debi Forshey	Palmyra, VA	2018-02-10
tay booker	Palmyra, VA	2018-02-10
whitney robey	Troy, VA	2018-02-10
Christina Ditta	Lynchburg, VA	2018-02-10
patricia Johnson	Palmyra, VA	2018-02-10
Brittany Fitz	Denver, CO	2018-02-10
Julianna Elliott	Palmyra, VA	2018-02-10
Will Gallihugh	Shipman, VA	2018-02-10
Austin Richmond	US	2018-02-10
Kate Bowers	US	2018-02-10
Haley Jordan	Scottsville, VA	2018-02-10
Denise Pieno	Palmyra, VA	2018-02-10
Adam Brooks	Lynchburg, VA	2018-02-10
Randy Speight	Louisa, VA	2018-02-10
Liz Kidd	Waynesboro, VA	2018-02-10
Anna Pasek	Los Angeles, TX	2018-02-10
Greg Weisiger	Midlothian, VA	2018-02-10
Sandra Clark	Rockville, MD	2018-02-10

Name	Location	Date
Carolyn Martin	Patrick Springs, VA	2018-02-10
Katie Cabrera	Palmyra, VA	2018-02-10
Kendra Robbins	Palmyra, VA	2018-02-10
Maureen Kuzemka	Reykjavík, Iceland	2018-02-10
Deborah Wishart	Palmyra, VA	2018-02-10
Susannah Bianco	Falls Church, VA	2018-02-10
Jennifer Yowell	Palmyra, VA	2018-02-11
Carrie Monroe	Scottsville, VA	2018-02-11
Sylvia Johnson	Louisa, VA	2018-02-11
Kaylee Hellms	US	2018-02-11
Jessica Shumaker	Kents Store, VA	2018-02-11
Barbara Salkin	Washington, DC	2018-02-11
paige buttry	Scottsville, VA	2018-02-11
Julz Person	US	2018-02-11
Anahys Acosta	US	2018-02-11
jazmyn fuller	US	2018-02-11
adele hathaway	US	2018-02-11
Kadyn Mathews	US	2018-02-11
Angelina De La Luz	US	2018-02-11
John Jay	US	2018-02-11
Rylee Miller	US	2018-02-11
Denise Kelley	US	2018-02-11

Name	Location	Date
Kandice Marquez	US	2018-02-11
Emma Rozario	US	2018-02-11
Emily Harvey	US	2018-02-11
Deaven Hooker	US	2018-02-11
Alyssa Drahusz	US	2018-02-11
Britt Tran	US	2018-02-11
Kim Collins	US	2018-02-11
Eryn Barnes	US	2018-02-11
Stanley Tokarz	Palmyra, VA	2018-02-11
Don Marshall	Roanoke, VA	2018-02-11
Stephanie Whindleton	Palmyra, VA	2018-02-11
Mary Howell	Louisa, VA	2018-02-11
Lisa Minozzi	Bayport, NY	2018-02-11
Jamie Slaughter	Sugar Grove, WV	2018-02-11
Russell Stull	Gum Spring, VA	2018-02-11
Theresa Osani	Palmyra, VA	2018-02-11
Corey Morse	US	2018-02-11
Logan Toney	Palmyra, VA	2018-02-11
Melanie Lewis	Palmyra, VA	2018-02-11
Kevin Jones	Fluvanna, VA	2018-02-11
Jordan Persinger	Palmyra, VA	2018-02-11
Barbara Beadle	Troy, VA	2018-02-11

Name	Location	Date
Nicole La Rocque	Keswick, VA	2018-02-11
Danielle Spencer	Spring Hill, TN	2018-02-11
Amanda Harris	Lynchburg, VA	2018-02-11
Bobbie Gallo	Keswick, VA	2018-02-11
Ronald San Miguel	Charlottesville, VA	2018-02-11
Marybeth Collins	Troy, VA	2018-02-11
Erika Kerrigan	Charlottesville, VA	2018-02-11
Marion Kuhn	Gordonsville, VA	2018-02-12
Timothy Breeden	Palmyra, VA	2018-02-12
Adrienne Beauford	Palmyra, VA	2018-02-12
Annette Annette Couch-Jareb	Keswick, VA	2018-02-12
Katherine E. Bauer	Douglasville, GA	2018-02-12
Britne Randolph	Wahiawa, HI	2018-02-12
Bebe Moore	Charlottesville, VA	2018-02-12
Chris Koppel	Troy, VA	2018-02-12
Kevin Blair	Halethorpe, VA	2018-02-12
A Woodfield	Keswick, VA	2018-02-12
Gloria M Gregory	Troy, VA	2018-02-12
Connor Cook	US	2018-02-12
Tyler Koskela	US	2018-02-12
Joseph Duenas	US	2018-02-12
Jason Reed	US	2018-02-12

Name	Location	Date
Jacob Peters	US	2018-02-12
Judy Stenberg	US	2018-02-12
Logan Chungo	US	2018-02-12
Shelby Alexander	US	2018-02-12
Jay Johnson	US	2018-02-12
Alyssa Kessel	US	2018-02-12
Sonia Jordan	US	2018-02-12
Maribel Rodriguez	US	2018-02-12
Miguel Martinez	US	2018-02-12
Iffat Nasim	US	2018-02-12
Jonny Rivers	US	2018-02-12
Nai McDonald	US	2018-02-12
Haylee Ryan	US	2018-02-12
Joe Sisco	US	2018-02-12
Jeff Wagner	Charlottesville, VA	2018-02-13
Rosalyn Berne	Fairfield, VA	2018-02-13
Bruce Duncan	Norfolk, VA	2018-02-13
Kary Clarke	Troy, VA	2018-02-13
Chris Fox	Lexington, VA	2018-02-14
Ronald Fertile	Louisa, VA	2018-02-14
Jennifer Jones	Hampton, VA	2018-02-16
Frankie Jones	Hampton, VA	2018-02-16

Name	Location	Date
tammy cornejo	US	2018-02-17
Kathleen Cox	Louisa, VA	2018-02-17
Tracey Cairnie	Keswick, VA	2018-02-17
Amy Berry	Troy, VA	2018-02-19
Susan Mickelson	Scottsville, VA	2018-02-19
Linda Smith	Troy, VA	2018-02-19
E.V. Smith	Troy, VA	2018-02-19
Sara Morrison	Lexington Park, MD	2018-02-19
Teresa Cleveland	Hampton, US	2018-02-19
Kelli Burr	Barrigada, Guam	2018-02-19
christine wagner	Charlottesville, VA	2018-02-19
Melissa Larrick	Palmyra, VA	2018-02-19
Kathleen Sheap	Palmyra, VA	2018-02-19
Cynthia Young	Keswick, VA	2018-02-19
Brian Holben	Troy, VA	2018-02-19
Christie Hope	Orlando, FL	2018-02-19
Hannah H	Palmyra, VA	2018-02-19
Jeffrey Smith	Palmyra, VA	2018-02-19
rebecca wolfe	manassas, VA	2018-02-19
Robert Young	Palmyra, VA	2018-02-19
Dan Stuart	Palmyra, VA	2018-02-19
Keith Cuda	Farmville, VA	2018-02-19

Name	Location	Date
Diane Roskar	US	2018-02-19
Alan Leveton	US	2018-02-19
Julius Dizon	Troy, VA	2018-02-19
Chloe Newell	US	2018-02-19
Vincent Mills	US	2018-02-19
Zofia Brzezniak	US	2018-02-19
Michael Nguyen	US	2018-02-19
Julie Huynh	US	2018-02-19
Seiya Meteorite	US	2018-02-19
Rose. Lowry	US	2018-02-19
Ashley Walther	PALMYRA, VA	2018-02-19
Lori Prosha	Palmyra, VA	2018-02-19
Adam Colvin	Troy, VA	2018-02-19
Pamela Stevens	Scottsville, VA	2018-02-19
Denise Wall	Palmyra, VA	2018-02-19
Virginia Tata-Phillips	Palmyra, VA	2018-02-19
Arijana Sarkic	Derwood, MD	2018-02-19
William Stiteler	Palmyra, VA	2018-02-19
Lynda Griffin	Louisa, VA	2018-02-19
Sharon Kuhns	Palmyra, VA	2018-02-19
Melissa Jones	Troy, VA	2018-02-19
Kelly Reinhardt	Charlottesville, VA	2018-02-19

Name	Location	Date
Susan Montgomery	Palmyra, VA	2018-02-19
Margaret Cullinan	Palmyra, VA	2018-02-19
Scott Fay	Louisa, VA	2018-02-19
Michael Montgomery	Palmyra, VA	2018-02-19
Marianne Lichtenfels	Zion Crossroads, VA	2018-02-19
kathy harlow	palmyra, VA	2018-02-19
Mary Hagel	Stuarts Draft, VA	2018-02-19
Elizabeth Taylor	Palmyra, VA	2018-02-19
Denise Johnson	Gordonsville, VA	2018-02-19
cindy hickman	Charlottesville, VA	2018-02-19
Shawn Arnold	Roanoke, VA	2018-02-19
Nancy Hallgring	Buckingham, VA	2018-02-19
Hema Buddi	US	2018-02-19
Samantha Manso	US	2018-02-19
Jonathan Boyne	US	2018-02-19
Gabe Rohrer	US	2018-02-19
Kayla Barber	US	2018-02-19
Asli erbasol	US	2018-02-19
Mary Stewart	US	2018-02-19
Alice Bishop	US	2018-02-19
Melissa Tanner	US	2018-02-19
Nonnie Clark	US	2018-02-19

Name	Location	Date
Mccay Woolcott	US	2018-02-19
Faith White	US	2018-02-19
Peter Eck	Keswick, VA	2018-02-20
Stephanie Easter	Louisa, VA	2018-02-20
Gregory Howe	Gum Spring, VA	2018-02-20
Randy Wright	Gallatin, TN	2018-02-20
Priscilla Eck	Gordonsville, VA	2018-02-20
P. David Histan	Charlottesville, VA	2018-02-20
Sarah Rothschild	Zion Crossroads, VA	2018-02-20
Kaylee Dubois	Newport News, VA	2018-02-20
Elizabeth Pagola	spring, TX	2018-02-20
Lynn Gaetano	Troy, VA	2018-02-20
Howman Pagola	Palmyra, VA	2018-02-20
corina dubois	woonsocket, RI	2018-02-20
Kara Thomas	Troy, VA	2018-02-20
Edward Thomas	Troy, VA	2018-02-20
Grace Pedalino	Troy, VA	2018-02-20
Ernest Ward	Gordonsville, VA	2018-02-21
Jorge Briones	Colleyville, TX	2018-02-21
Erin Denby	Troy, VA	2018-02-21
Elizabeth Wilson	Collinsville, VA	2018-02-21
Abby Miller	Waldorf, MD	2018-02-21

Name	Location	Date
Katlin Miller	Waldorf, MD	2018-02-21
Geneva Denby	Scottsville, VA	2018-02-21
BO WARD	Gordonsville, VA	2018-02-21
Sharon Rateau	Palmyra, VA	2018-02-21
Marta Fox	Brownsville, TX	2018-02-21
Ashley Noble	Scottsville, VA	2018-02-21
Sandra Kalambakal	Palmyra, VA	2018-02-21
Laura Bittle	Troy, VA	2018-02-21
Larry Kalambakal	Forest, VA	2018-02-22
Josh Kalambakal	Palmyra, VA	2018-02-22
Jennifer Hazen	Troy, VA	2018-02-22
G. Ivonne Reséndiz	Cuautitlán Izcalli, Mexico	2018-02-23
Thomas Goss	Keswick, VA	2018-02-23
Frances Bunker	Serbia	2018-02-23
Ann Regn	PALMYRA, VA	2018-02-24
sandra smith	Troy, VA	2018-02-24
Ken Smith	Troy, VA	2018-02-24
Robin Owen	Palmyra, VA	2018-02-24
Katie Brown	Palmyra, VA	2018-02-24
Emily Pascua	Charlottesville, VA	2018-02-24
Tad Luttrell	Louisa, MD	2018-02-25
Vanessa Elliott	Palmyra, US	2018-02-25

Name	Location	Date
Noah Novilla	Concord, VA	2018-02-25
Sandra Murray	Palmyra, VA	2018-02-25
Julia Mayers	Gordonsville, VA	2018-02-25
Sue Hendrick	US	2018-02-26
LORRIANE WALDROP	US	2018-02-26
Ginny Van Meter	US	2018-02-27
Shayne Hix	BOWLING GREEN, KY	2018-02-27
alex Milam	US	2018-02-27
Adam Kaluba	US	2018-02-28
Kay Thompson	US	2018-03-01
Liz Majestic	US	2018-03-02
William Buttram	US	2018-03-06
Crystal Jones	Elmhurst, NY	2018-03-07
Jennifer Zambito	Houston, TX	2018-03-09
Bobbie Sapin	Palmyra, VA	2018-03-09
Patricia Gustin	Palmyra, VA	2018-03-09
Ann marie Bonilla	Port Jefferson Station, NY	2018-03-09
Mario Apap	Palmyra, VA	2018-03-09
Vincent Zambito	Manorville, NY	2018-03-09
Matthew Napier	Norfolk, VA	2018-03-09
Desiray Rushing	Cheraw, SC	2018-03-09
Bonnie Buszkiewicz	Yorkville, US	2018-03-10

Name	Location	Date
Micah Ballard	Palmyra, VA	2018-03-10
Jane Cronin	Staten Island, NY	2018-03-10
Holly Monger	Lynchburg, VA	2018-03-10
Sheree Acosta	Henrico, VA	2018-03-11
Becky Harlow	Louisa, VA	2018-03-11
Barbara Fleming	Charlottesville, VA	2018-03-11
David Wirth	Gordonsville, VA	2018-03-12
David Boisvert	Fredericksburg, VA	2018-03-12
Walker Ward	Palmyra, VA	2018-03-12
Morgan Hall	US	2018-03-12
Robert Albrecht	Charlottesville, VA	2018-03-12
Mahala Page	Troy, VA	2018-03-12
Jeffrey Miller	Troy, VA	2018-03-12

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

TAB G

MEETING DATE:	March 21, 2018				
AGENDA TITLE:	Treasurer's Office - Deputy Treasurer 1 Salary Adjustment				
MOTION(s):	<p>I move to approve a salary increase for Ms. Wendy Snoddy, Deputy Treasurer 1, as presented, effective the first payroll in April 2018, with the FY18 \$588 increase for salary and benefit costs to come from existing FY18 Treasurer's Office Personnel Budget savings.</p> <p><i>Note: The full year increase amount is included in the County Administrator's FY19 budget proposal.</i></p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Linda Lenherr, Treasurer, and Jessica Rice, HR Manager				
PRESENTER(S):	Jessica Rice, HR Manager				
RECOMMENDATION:	Approval				
TIMING:	Effective for the first payroll in April				
DISCUSSION:	<ul style="list-style-type: none"> • A new pay plan was presented and approved on December 6, 2017. • The new pay plan approved increasing the salary range for pay band 9, where the Deputy Treasurer 1 - #1411 position resides. • The approved salary increase for the Deputy Treasurer I positions was slated to take effect July 1, 2018, and the costs are included in the FY19 County Administrator's budget proposal. • Human Resources has reviewed the incumbent Deputy Treasurer I's training, certification, and education records and presented a recommended placement within the adjusted pay band. I have reviewed this recommendation and agree with the placement. 				
FISCAL IMPACT:	FY18, April through June – increase & fringe = \$588				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		XX		XX	

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

TAB H

MEETING DATE:	March 21, 2018					
AGENDA TITLE:	Agreement for Broker Dealer Services and Authorization with Multi-Bank Securities, Inc.					
MOTION(s):	I move the Board of Supervisors approve the “Agreement for Broker Dealer Services and Authorization” between County of Fluvanna, Linda Lenherr, Treasurer of the County of Fluvanna, Virginia and Multi-Bank Securities, Inc., for the purpose of investing Fluvanna County general funds, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.					
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):			
		X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other	
		X				
STAFF CONTACT(S):	Eric Dahl, Deputy County Administrator/Finance Director and Linda Lenherr, Treasurer					
PRESENTER(S):	Eric Dahl, Deputy County Administrator/Finance Director and Linda Lenherr, Treasurer					
RECOMMENDATION:	Approval.					
TIMING:	Routine					
DISCUSSION:	The Fluvanna County Finance Board has been formulating a comprehensive review of policies, funds available, investment options and determining options for the greatest return of County funds. Through its search for options, the Finance Board was made aware of eConnectDirect, endorsed by VACO, which is an online investment solution designed to help Virginia county treasurers manage their investment needs. Multi-Bank Securities, Inc. developed this proprietary tool, which provides treasurers access to thousands of fixed-income offerings and the ability to invest county funds in a more effective and transparent way. This tool helps treasurers efficiently find yield and opportunity across a suite of suitable investments, including U.S. agencies, federally-insured CDs and U.S. Treasuries.					
FISCAL IMPACT:	An approval of the Agreement for Broker Dealer Services with Multi-Bank Securities, Inc. will provide the County with a greater option for investing its general funds, allowing for a greater return on funds.					
POLICY IMPACT:	N/A					
LEGISLATIVE HISTORY:	The Fluvanna County Finance Board approved 3-0 the recommendation to the Board of Supervisors the “Agreement for Broker Dealer Services and Authorization” with Multi-Bank Securities, Inc. at the Finance Board meeting on March 13, 2018.					
ENCLOSURES:	Agreement for Broker Dealer Services and Authorization					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other	

	X	X			X
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Agreement for Broker Dealer Services and Authorization

This **Agreement for Broker Dealer Services and Authorization** (the “**Agreement**”), is made this ____ day of _____, 2018 between the **COUNTY OF FLUVANNA**, a political subdivision of the Commonwealth of Virginia (“**County**”), Linda Lenherr, Treasurer, a constitutional officer of the County of Fluvanna, Virginia, (the “**Treasurer**”), **MULTI-BANK SECURITIES, INC.**, known in Virginia as MBS SECURITIES, INC. (“**MBS**”) a Michigan corporation authorized to transact business in Virginia. Pershing LLC, (“**Pershing**”) a Delaware limited liability company authorized to transact business in Virginia, is under a contract with MBS to provide certain services to MBS’s clients. MBS shall be liable to the County and Treasurer for all acts or omissions of its subcontractor Pershing relating to this Agreement; and shall indemnify and hold the County and the Treasurer harmless from all negligence, wrongdoing, or acts or omissions of Pershing inconsistent with this Agreement. Collectively MBS and Pershing shall be referred to herein as Brokers. It shall be understood that the MBS is an Introducing Broker Dealer, and fully discloses account information to its Clearing Firm, Pershing. The term “**Brokers**” shall not infer any affiliation beyond that which is described here within.

WITNESSETH that the Brokers and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

The County authorizes and empowers the Treasurer for and on behalf of the County to enter into investing as permitted under the Code of Virginia Section 58.1-3156, but only to the extent permitted by and consistent with all Applicable Law (as defined in the attached Exhibit A). The Treasurer is authorized and empowered to establish and maintain one or more FDIC-insured, accounts with MBS and Pershing each a Qualified Public Depository as required by Applicable Law, and to purchase, invest in, or otherwise acquire, sell, possess, transfer, exchange, pledge, or otherwise dispose of or realize upon, and generally deal in and with the investment of Fluvanna County’s general funds, only as permitted by: (i) Applicable Law, (ii) the Financial Policies Manual of the County of Fluvanna, with particular reference to Chapter 8 “Investment Program” of the same, as amended, modified, or replaced, which Financial Policies Manual is attached hereto and incorporated herein by reference as Exhibit B (the “**County Financial Policy**”); and (iii) the Investment Policy of the Commonwealth of Virginia and any guidelines issued by the State Treasurer under the Code of Virginia Section 58.1-3156 (hereinafter collectively the “**State Investment Policy**”).

This authorization and any and all acts related hereto, any of the services which will be provided by Brokers hereunder or related hereto (the “**Services**”, and any and all accounts of the County established, maintained or managed pursuant to this Agreement (the “**Accounts**”) are explicitly subject to any and all limitations, restrictions, provisions and rules, of all Applicable Law, County Investment Policy, and State Investment Policy relating to investing by a County and/or political subdivision of the Commonwealth of Virginia.

The Brokers shall provide recommendations to the Treasurer and the County Finance Board, as to investing only in investments that comport with all Applicable Law, County Investment

Policy, and State Investment Policy relating to investing by a County and/or political subdivision of the Commonwealth of Virginia.

In the event that there is a conflict between Applicable Laws, the Brokers must provide recommendations to the County in accordance with the most stringent applicable limitations. Under no circumstances may the Brokers provide recommendations for, or the Treasurer authorize, any transactions that violate any of the Applicable Laws, as defined herein, and, particularly, any and all invested monies must, at all times, be in FDIC-insured accounts deposited only with a Qualified Public Depository as required by Applicable Law.

Subject to the limitations of Applicable Laws, the County Financial Policy and the Virginia Investment Policy, as defined hereinabove and after reviewing recommendations from the Brokers, the Treasurer has the fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by the Treasurer to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Brokers with respect to said transactions; to bind and obligate the County to and for the carrying out of any Agreement, arraignment, or transaction, which shall be entered into by the Treasurer and/or drafts drawn upon the General Funds of the County such sums as may be necessary and permitted in connection with any of the said accounts to deposit funds with the Brokers; to deliver securities and/or Agreements to the Brokers; to order the transfer or delivery thereof to any other person whatsoever, and/or to order the transfer record of any securities, or Agreements, or titles, to any name selected by the Treasurer; to affix the County's seal to any documents or agreements, or otherwise; to endorse any securities and/or Agreements in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the County all releases, powers of attorney and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct the Brokers to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities, to borrow money and securities, if applicable, and generally to do and take all action necessary in connection with the Services or Account, considered desirable and consistent with the limitations of all Applicable Laws, the County Financial Policy and the Virginia Investment Policy, as defined hereinabove by the Treasurer with respect thereto. No authority is hereby granted to (i) borrow any money or secure any financing, or to secure repayment of any debt with the property of the County; or (ii) to appoint any other person or persons to do any and all things which the Treasurer is hereby appointed to do.

That the person signing this *Agreement* on behalf of the County be and hereby is authorized, empowered and directed to certify that this *Agreement* is true and correct, the specimen signature of the Treasurer is attached hereto, and the County of Fluvanna is a political subdivision of the Commonwealth of Virginia and authorized pursuant to Code of Virginia Section 58.1-3156 to engage in investments subject to the limitations of all Applicable Laws, the County Financial Policy and the Virginia Investment Policy, as defined hereinabove.

Brokers shall have no authority whatsoever to act on behalf of or on account of the County, or to take any action, or to make any change or modification to any Account of the County except with the written authorization of the Treasurer. The County may revoke this authorization at any time by written notice to the Brokers at which time all activity on the Accounts shall cease and Services shall be provided only as necessary to close such Accounts and distribute assets, cash and Account holdings of any kind to the County. The County may terminate this authorization and Agreement at any time. The Brokers may rely upon a certified copy of this *Agreement* as continuing fully effective unless and until the Brokers shall receive due written notice of change or rescission. That in the event of any change in the office of the Treasurer, the County shall certify such changes to the Brokers in writing in the manner herein above provided, which notification, when received shall be adequate both to terminate the powers of the persons therefore authorized, and to empower the persons thereby substituted.

That the Treasurer of the County be, and hereby is, authorized and empowered to countersign items as aforesaid.

No fees of any kind shall be charged by Brokers to the County or Treasurer.

Notices: The following are the addresses for notice to the parties, which shall be subject to change by written notice of such change from time to time.

COUNTY

Fluvanna County
 ATTN: County Administrator
 P.O. Box 540
 Palmyra, VA 22963
 Telephone: (434) 591-1910
 Facsimile: (434) 591-1911

Treasurer:

Linda Lenherr, Fluvanna County Treasurer
 34 Palmyra Lane
 Palmyra, VA 22963
 Telephone: (434) 591-1945
 Facsimile: (434) 591-1946

MBS:

Multi-Bank Securities, Inc.
 Operations
 1000 Town Center, Suite 2300
 Southfield MI 48075

Pershing:

Pershing LLC
c/o: Multi-Bank Securities, Inc.
Operations
1000 Town Center, Suite 2300
Southfield MI 48075

Additional Terms: The County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, (the "General Terms") attached hereto as Exhibit D, are specifically incorporated herein by reference. Where any of the General Terms Conditions and Instructions to Bidders and Contractors conflicts with any of the specific terms of this Agreement, this Agreement shall control. Brokers shall be defined as Contractors thereunder.

Agreement Term: This Agreement shall be in effect from the date of signature by the COUNTY for a one year period, and shall automatically renew annually until either party provides the other notice of its intent not to renew at least thirty (30) days prior to any renewal commencement date. Nothing herein shall limit any rights of the County to terminate this Agreement for cause or convenience as permitted under the General Terms.

Miscellaneous: The headings of the sections of this Agreement 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 Agreement may be executed in duplicate originals, any of which shall be equally authentic.

Witness the following duly authorized signatures and seals:

Fluvanna County

Approved as to form:

By: _____
Steven M. Nichols, County Administrator

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

Linda Lenherr, Fluvanna County Treasurer

Multi-Bank Securities, Inc. (known as **MBS Securities, Inc.** in Virginia)

By: _____

Print Name: _____

Print Title: _____

Applicable Law: Shall be defined as any and all Federal, Commonwealth of Virginia, or local laws, statutes, rules, regulations, ordinances, or similar provisions, as such may be amended, modified, supplemented, consolidated, replaced or rewritten from time to time, and including any successor to the same, applicable to the Services or Accounts (as defined in that “**Agreement for Investment Services and Authorization**” to which this is attached), and specifically including, but not limited to:

I. Virginia State Code –

§ 58.1-3151.

County Finance Board. Each county of the Commonwealth may establish a county finance board, which shall consist of the chairman of the governing body of the county, the treasurer of the county and a citizen of the county of proven integrity and business ability. The citizen member shall be appointed by the circuit court of the county. However, in any county adjoining any county having a population of more than 500 per square mile the county finance board shall consist of the chairman of the governing body, the treasurer, the attorney for the Commonwealth and a citizen of the county of proven integrity and business ability. The citizen member thereof shall be appointed by the circuit court of the county or by the judge thereof in vacation. The term of the citizen member shall be four years, but the circuit court of the county may remove for cause any such member and appoint some other qualified citizen of the county in his stead for the unexpired portion of his term.

The governing body of any county which has a county finance board established under the provisions of this section may by ordinance duly adopted abolish the finance board, whereupon all authority, powers, and duties of the finance board shall vest in the governing body. (Code 1950, § 58-940; 1954, c. 587; 1984, c. 675.)

§ 58.1-3152. Organization and procedure of Board. The chairman of the governing body of the county shall be the chairman of the county finance board and the clerk of the governing body shall be ex officio clerk thereof. The board shall meet at such times and at such places as the chairman or a majority of the members of the board may decide. The clerk shall record the activities and proceedings of such board in a suitable record book which shall be provided for such purpose by the governing body. (Code 1950, § 58-941; 1984, c. 675.)

§ 58.1-3153. Compensation for the citizen member of the county finance board. The citizen member of the county finance board may in the discretion of the governing body of the county receive for each day's attendance as a member of the board a sum not less than twenty dollars and such reimbursement for his daily mileage as prescribed in

§ 2.2-2823. The allowance made under this section shall be paid by the governing body out of county funds, on a certificate of attendance from the chairman of the county finance board, verified by the written statement of the citizen member as to mileage traveled in going to and returning from the meeting. The total compensation paid under this section shall not exceed

\$360, in addition to the mileage allowance, in any one year. (Code 1950, § 58- 942; 1952, c. 630; 1974, c. 6; 1976, c. 308; 1984, c. 675.)

§ 58.1-3154. Selection and approval of depositories. The depository or depositories for the money received by a county treasurer shall be selected pursuant to the provisions of the Virginia Security for Public Deposits Act (§ 2.2-4400 et seq.). (Code 1950, § 58- 943; 1984, c. 675.)

§ 58.1-3155. Deposit of local funds in banking institutions outside of the Commonwealth to meet obligations payable outside of the Commonwealth. Notwithstanding other provisions of this article the treasurer of any county, city or town may if the State Commission on Local Debt gives prior approval, deposit local funds in banking institutions outside of the Commonwealth. Such institutions, which shall be designated by the Commission, shall give such security as the Commission deems proper and shall meet such other conditions as the Commission prescribes. All such deposits shall be limited to the sums reasonably necessary to pay principal or interest on obligations of the county, city or town which are payable at some place outside the Commonwealth and where any such banking institution is located. (Code 1950, § 58-943.1; 1950, p. 410; 1984, c. 675.)

§ 58.1-3156. County finance boards may direct treasurer to invest under certain circumstances. Notwithstanding other provisions of this article, whenever the county finance board determines that county or district funds would otherwise draw no interest or draw a lesser rate of interest, the finance board may direct the county treasurer to invest such funds in accordance with guidelines issued by the State Treasurer. (Code 1950, § 58-943.2; 1954, c. 498; 1974, c. 224; 1984, c. 675; 1988, c. 834.)

§ 58.1-3158. Duties of treasurers. No treasurer shall permit any public deposit to be deposited with any depository unless it is a "qualified public depository" as defined in § 2.2-4401. All such deposits shall be secured pursuant to the Virginia Security for Public Deposits Act (§ 2.2-4400 et seq.). (Code 1950, § 58-944; 1956, c. 84; 1958, c. 442; 1966, c. 498; 1984, c. 675; 1996, cc. 364, 390.)

§ 58.1-3160. Monthly report of treasurer to board. At the end of each month each county treasurer shall report to the county finance board the amount of money on deposit with each depository. (Code 1950, § 58-949; 1984, c. 675.)

§ 58.1-3161. Interest on deposits. Each depository of each county shall, in the discretion of the county finance board, pay interest on money deposited under the provisions of this article. The rate of such interest shall be agreed upon by the treasurer and the depository subject to the approval of the county finance board if it so desires. (Code 1950, § 58-950; 1984, c. 675.)

II. Virginia Security for Public Deposits Act: Current Virginia Code Sections:

§ 2.2-4400. Short title; declaration of intent; applicability.

A. This chapter may be cited as the "Virginia Security for Public Deposits Act."

B. The General Assembly intends by this chapter to establish a single body of law applicable to the pledge of collateral for public deposits in financial institutions so that the procedure for securing public deposits may be uniform throughout the Commonwealth.

C. All public deposits in qualified public depositories that are required to be secured by other provisions of law or by a public depositor shall be secured pursuant to this chapter. Public depositors are required to secure their deposits pursuant to several applicable provisions of law, including but not limited to §§ [2.2-1813](#), [2.2-1815](#), [8.01-582](#), [8.01-600](#), [15.2-1512.1](#), [15.2-1615](#), [15.2-2625](#), [15.2-6611](#), [15.2-6637](#), [58.1-3149](#), [58.1-3150](#), [58.1-3154](#), and [58.1-3158](#).

D. This chapter, however, shall not apply to deposits made by the State Treasurer in out-of-state financial institutions related to master custody and tri-party repurchase agreements, provided (i) such deposits do not exceed ten percent of average monthly investment balances and (ii) the out-of-state financial institutions used for this purpose have a short-term deposit rating of not less than A-1 by Standard & Poor's Rating Service or P-1 by Moody's Investors Service, Inc., respectively.

§ 2.2-4401. Definitions.

As used in this chapter, unless the context requires a different meaning:

"Dedicated method" or "opt-out method" means the securing of public deposits without accepting the contingent liability for the losses of public deposits of other qualified public depositories, pursuant to § [2.2-4404](#) and regulations and guidelines promulgated by the Treasury Board.

"Defaulting depository" means any qualified public depository determined to be in default or insolvent.

"Default or insolvency" includes, but shall not be limited to, the failure or refusal of any qualified public depository to return any public deposit upon demand or at maturity and the issuance of an order of supervisory authority restraining such depository from making payments of deposit liabilities or the appointment of a receiver for such depository.

"Eligible collateral" means securities or instruments authorized as legal investments under the laws of the Commonwealth for public sinking funds or other public funds as well as Federal Home Loan Bank letters of credit issued in accordance with guidelines promulgated by the Treasury Board.

"Located in Virginia" means having a main office or branch office in the Commonwealth where deposits are accepted, checks are paid, and money is lent.

"Pooled method" means securing public deposits by accepting the contingent liability for the losses of public deposits of other qualified public depositories choosing this method, pursuant to § [2.2-4403](#) and regulations and guidelines promulgated by the Treasury Board.

"Public deposit" means moneys held by a public depositor who is charged with the duty to receive or administer such moneys and is acting in an official capacity, such moneys being deposited in any of the following types of accounts: nonnegotiable time deposits, demand deposits, savings deposits, or any other transaction accounts.

"Public depositor" means the Commonwealth or any county, city, town or other political subdivision thereof, including any commission, institution, committee, board, or officer of the foregoing and any state court.

"Qualified escrow agent" means the State Treasurer or any bank or trust company approved by the Treasury Board to hold collateral pledged to secure public deposits.

"Qualified public depository" means any national banking association, federal savings and loan association or federal savings bank located in Virginia, any bank, trust company or savings institution organized under Virginia law, or any state bank or savings institution organized under the laws of another state located in Virginia authorized by the Treasury Board to hold public deposits according to this chapter.

"Required collateral" of a qualified public depository means the amount of eligible collateral required to secure public deposits set by regulations or an action of the Treasury Board.

"Treasury Board" means the Treasury Board of the Commonwealth created by § [2.2-2415](#).

§ 2.2-4402. Collateral for public deposits.

Qualified public depositories shall elect to secure deposits by either the pooled method or the dedicated method. Every qualified public depository shall deposit with a qualified escrow agent eligible collateral equal to or in excess of the required collateral. Eligible collateral shall be valued as determined by the Treasury Board. Substitutions and withdrawals of eligible collateral may be made as determined by the Treasury Board.

Notwithstanding any other provisions of law, no qualified public depository shall be required to give bond or pledge securities or instruments in the manner herein provided for the purpose of securing deposits received or held in the trust department of the depository and that are secured as required by § [6.2-1005](#) of the Code of Virginia or that are secured pursuant to Title 12, § 92a of the United States Code by securities of the classes prescribed by § [6.2-1005](#) of the Code of Virginia .

No qualified public depository shall accept or retain any public deposit that is required to be secured unless it has deposited eligible collateral equal to its required collateral with a qualified escrow agent pursuant to this chapter.

§ 2.2-4403. Procedure for payment of losses by pooled method.

When the Treasury Board determines that a qualified public depository securing public deposits in accordance with this section is a defaulting depository, it shall as promptly as practicable take steps to reimburse public depositors for uninsured public deposits using the following procedures:

1. The Treasury Board shall ascertain the amount of uninsured public deposits held by the defaulting depository, either with the cooperation of the Commissioner of Financial Institutions, the receiver appointed for such depository, or by any other means available.
2. The amount of such uninsured public deposits ascertained as provided in subdivision 1, plus any costs associated with liquidation, shall be assessed by the Treasury Board first against the

defaulting depository to the extent of the full realizable market value of the collateral pledged to secure its public deposits.

3. In the event the realized value of the pledged collateral in subdivision 2 is insufficient to satisfy the liability of the defaulting depository to its public depositors and the Treasury Board, the Treasury Board shall assess the remaining liability against all other qualified public depositories securing public deposits according to the following ratio: total average public deposit balance for each qualified public depository held during the immediately preceding twelve months divided by the total average public deposit balance for the same period held by all qualified public depositories under this section other than the defaulting depository.

4. Assessments made by the Treasury Board in accordance with subdivision 3 shall be payable by the close of business on the second business day following demand. Upon the failure of any qualified public depository to pay such assessment when due, the State Treasurer shall promptly take possession of the eligible collateral deposited with the non-paying depository's escrow agent and liquidate the same to the extent necessary to pay the original assessment plus any additional costs necessary to liquidate the collateral.

5. Upon receipt of such assessments and the net proceeds of the eligible collateral liquidated from the State Treasurer, the Treasury Board shall reimburse the public depositors to the extent of the defaulting depository's liability to them, net of any applicable deposit insurance.

§ 2.2-4404. Procedure for payment of losses by dedicated method.

When the Treasury Board determines that a qualified public depository securing public deposits in accordance with this section is a defaulting depository, it shall as promptly as practicable take steps to reimburse public depositors of all uninsured public deposits using the following procedures:

1. The Treasury Board shall ascertain the amount of uninsured public deposits held by the defaulting depository with the cooperation of the Commissioner of Financial Institutions, the receiver appointed for such depository or by any other means available.

2. The amount of such uninsured public deposits ascertained as provided in subdivision 1, plus any costs associated with liquidation of the eligible collateral of the defaulting depository, shall be assessed by the Treasury Board against the defaulting depository. The State Treasurer shall promptly take possession of the eligible collateral deposited by such depository with the depository's escrow agent, as is necessary to satisfy the assessment of the Treasury Board and shall liquidate the same and turn over the net proceeds to the Treasury Board.

3. Upon receipt from the State Treasurer of the eligible collateral liquidated, the Treasury Board shall reimburse the public depositors from the proceeds of the collateral up to the extent of the depository's deposit liability to them, net of any applicable deposit insurance.

§ 2.2-4405. Powers of Treasury Board relating to the administration of this chapter.

The Treasury Board shall have power to:

1. Make and enforce regulations and guidelines necessary and proper to the full and complete performance of its functions under this chapter;

2. Prescribe and enforce regulations and guidelines fixing terms and conditions consistent with this chapter under which public deposits must be secured;
3. Require additional collateral, in excess of the required collateral of any or all qualified public depositories as it may determine prudent under the circumstances;
4. Determine what securities or instruments shall be acceptable as eligible collateral, and fix the percentage of face value or market value of such securities or instruments that can be used to secure public deposits;
5. Establish guidelines to permit banks to withdraw from the procedures for the payment of losses under § [2.2-4403](#) and instead be governed by the procedures for the payment of losses under § [2.2-4404](#), consistent with the primary purpose of protecting public deposits;
6. Require any qualified public depository to provide information concerning its public deposits as requested by the Treasury Board; and
7. Determine when a default or insolvency has occurred and to take such action as it may deem advisable for the protection, collection, compromise or settlement of any claim arising in case of default or insolvency.

§ 2.2-4406. Subrogation of Treasury Board to depositor's rights; payment of sums received from distribution of assets.

Upon payment in full to any public depositor on any claim presented pursuant to § [2.2-4403](#) or [2.2-4404](#), the Treasury Board shall be subrogated to all of such depositor's rights, title and interest against the depository in default or insolvent and shall share in any distribution of such defaulting or insolvent depository's assets ratably with other depositors. Any sums received from any such distribution shall be paid to the other qualified public depositories against which assessments were made, in proportion to such assessments, net of any proper payment or expense of the Treasury Board in enforcing any such claim.

§ 2.2-4407. Mandatory deposit of public funds in qualified public depositories.

Public deposits required to be secured pursuant to this chapter shall be deposited in a qualified public depository.

§ 2.2-4408. Authority to make public deposits.

- A. All public depositors are hereby authorized to make public deposits under their control in qualified public depositories, securing such public deposits pursuant to this chapter.
- B. Local officials handling public deposits in the Commonwealth may not require from a qualified public depository any pledge of collateral for their deposits in excess of the requirements of this chapter.

§ 2.2-4409. Authority to secure public deposits; acceptance of liabilities and duties by public depositories.

All qualified public depositories are hereby authorized to secure public deposits in accordance with this chapter and shall be deemed to have accepted the liabilities and duties imposed upon it pursuant to this chapter.

§ 2.2-4410. Liability of public depositors.

When deposits are made in accordance with this chapter no official of a public depositor shall be personally liable for any loss resulting from the default or insolvency of any qualified public depository in the absence of negligence, malfeasance, misfeasance, or nonfeasance on his part or on the part of his agents.

§ 2.2-4411. Reports of qualified public depositories.

By the tenth day after the end of each calendar reporting month or when requested by the Treasury Board each qualified public depository shall submit to the Treasury Board an electronic report of such data required by the Treasury Board to demonstrate that the current market value of its pledged collateral was equal to or greater than the amount of required collateral for the previous month, certified as to its accuracy by an authorized official of the qualified public depository.

Upon request by a public depositor, a qualified public depository shall provide a schedule detailing the public deposit accounts reported to the Treasury Board for that depositor, as well as the amount of total public deposits held by that depository at the close of the applicable month and the total market value of the collateral securing such public deposits.;

III. Investment of Public Funds Act – Current Virginia Code Sections:**§ 2.2-4500. Legal investments for public sinking funds.**

The Commonwealth, all public officers, municipal corporations, other political subdivisions and all other public bodies of the Commonwealth may invest any sinking funds belonging to them or within their control in the following securities:

1. Bonds, notes and other evidences of indebtedness of the Commonwealth, and securities unconditionally guaranteed as to the payment of principal and interest by the Commonwealth.
2. Bonds, notes and other obligations of the United States, and securities unconditionally guaranteed as to the payment of principal and interest by the United States, or any agency thereof. The evidences of indebtedness enumerated by this subdivision may be held directly, or in the form of repurchase agreements collateralized by such debt securities, or in the form of securities of any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, provided that the portfolio of such investment company or investment trust is limited to such evidences of indebtedness, or repurchase agreements collateralized by such debt securities, or securities of other such investment companies or investment trusts whose portfolios are so restricted.
3. Bonds, notes and other evidences of indebtedness of any county, city, town, district, authority or other public body of the Commonwealth upon which there is no default; provided, that such bonds, notes and other evidences of indebtedness of any county, city, town, district, authority or other public body are either direct legal obligations of, or those unconditionally guaranteed as to the payment of principal and interest by the county, city, town, district, authority or other public

body in question; and revenue bonds issued by agencies or authorities of the Commonwealth or its political subdivisions upon which there is no default.

4. Bonds and other obligations issued, guaranteed or assumed by the International Bank for Reconstruction and Development, bonds and other obligations issued, guaranteed or assumed by the Asian Development Bank and bonds and other obligations issued, guaranteed or assumed by the African Development Bank.

5. Savings accounts or time deposits in any bank or savings institution within the Commonwealth provided the bank or savings institution is approved for the deposit of other funds of the Commonwealth or other political subdivision of the Commonwealth.

§ 2.2-4501. Legal investments for other public funds.

A. The Commonwealth, all public officers, municipal corporations, other political subdivisions and all other public bodies of the Commonwealth may invest any and all moneys belonging to them or within their control, other than sinking funds, in the following:

1. Stocks, bonds, notes, and other evidences of indebtedness of the Commonwealth and those unconditionally guaranteed as to the payment of principal and interest by the Commonwealth.

2. Bonds, notes and other obligations of the United States, and securities unconditionally guaranteed as to the payment of principal and interest by the United States, or any agency thereof. The evidences of indebtedness enumerated by this subdivision may be held directly, or in the form of repurchase agreements collateralized by such debt securities, or in the form of securities of any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, provided that the portfolio of such investment company or investment trust is limited to such evidences of indebtedness, or repurchase agreements collateralized by such debt securities, or securities of other such investment companies or investment trusts whose portfolios are so restricted.

3. Stocks, bonds, notes and other evidences of indebtedness of any state of the United States upon which there is no default and upon which there has been no default for more than 90 days, provided that within the 20 fiscal years next preceding the making of such investment, such state has not been in default for more than 90 days in the payment of any part of principal or interest of any debt authorized by the legislature of such state to be contracted.

4. Stocks, bonds, notes and other evidences of indebtedness of any county, city, town, district, authority or other public body in the Commonwealth upon which there is no default, provided that if the principal and interest be payable from revenues or tolls and the project has not been completed, or if completed, has not established an operating record of net earnings available for payment of principal and interest equal to estimated requirements for that purpose according to the terms of the issue, the standards of judgment and care required in Article 9 (§ [64.2-780](#) et seq.) of Chapter 7 of Title 64.2, without reference to this section, shall apply.

In any case in which an authority, having an established record of net earnings available for payment of principal and interest equal to estimated requirements for that purpose according to the terms of the issue, issues additional evidences of indebtedness for the purposes of acquiring or constructing additional facilities of the same general character that it is then operating, such additional evidences of indebtedness shall be governed by the provisions of this section without limitation.

5. Legally authorized stocks, bonds, notes and other evidences of indebtedness of any city, county, town, or district situated in any one of the states of the United States upon which there is no default and upon which there has been no default for more than 90 days, provided that (i) within the 20 fiscal years next preceding the making of such investment, such city, county, town, or district has not been in default for more than 90 days in the payment of any part of principal or interest of any stock, bond, note or other evidence of indebtedness issued by it; (ii) such city, county, town, or district shall have been in continuous existence for at least 20 years; (iii) such city, county, town, or district has a population, as shown by the federal census next preceding the making of such investment, of not less than 25,000 inhabitants; (iv) the stocks, bonds, notes or other evidences of indebtedness in which such investment is made are the direct legal obligations of the city, county, town, or district issuing the same; (v) the city, county, town, or district has power to levy taxes on the taxable real property therein for the payment of such obligations without limitation of rate or amount; and (vi) the net indebtedness of such city, county, town, or district (including the issue in which such investment is made), after deducting the amount of its bonds issued for self-sustaining public utilities, does not exceed 10 percent of the value of the taxable property in such city, county, town, or district, to be ascertained by the valuation of such property therein for the assessment of taxes next preceding the making of such investment.

6. Bonds and other obligations issued, guaranteed or assumed by the International Bank for Reconstruction and Development, by the Asian Development Bank or by the African Development Bank.

B. This section shall not apply to funds authorized by law to be invested by the Virginia Retirement System or to deferred compensation plan funds to be invested pursuant to § [51.1-601](#) or to funds contributed by a locality to a pension program for the benefit of any volunteer fire department or volunteer emergency medical services agency established pursuant to § [15.2-955](#).

C. Investments made prior to July 1, 1991, pursuant to § [51.1-601](#) are ratified and deemed valid to the extent that such investments were made in conformity with the standards set forth in Chapter 6 (§ [51.1-600](#) et seq.) of Title 51.1.

§ 2.2-4502. Investment of funds of Commonwealth, political subdivisions, and public bodies in "prime quality" commercial paper.

A. The Commonwealth, all public officers, municipal corporations, other political subdivisions and all other public bodies of the Commonwealth may invest any and all moneys belonging to them or within their control other than sinking funds in "prime quality" commercial paper, with a maturity of 270 days or less, of issuing corporations organized under the laws of the United States, or of any state thereof including paper issued by banks and bank holding companies.

"Prime quality" shall be as rated by at least two of the following: Moody's Investors Service, Inc., within its NCO/Moody's rating of prime 1, by Standard & Poor's, Inc., within its rating of A-1, by Fitch Investor's Services, Inc., within its rating of F-1, by Duff and Phelps, Inc., within its rating of D-1, or by their corporate successors, provided that at the time of any such investment:

1. The issuing corporation, or its guarantor, has a net worth of at least fifty million dollars; and
2. The net income of the issuing corporation, or its guarantor, has averaged three million dollars per year for the previous five years; and

3. All existing senior bonded indebtedness of the issuer, or its guarantor, is rated "A" or better or the equivalent rating by at least two of the following: Moody's Investors Service, Inc., Standard & Poor's, Inc., Fitch Investor's Services, Inc., or Duff and Phelps, Inc.

Not more than thirty-five percent of the total funds available for investment may be invested in commercial paper, and not more than five percent of the total funds available for investment may be invested in commercial paper of any one issuing corporation.

B. Notwithstanding subsection A, the Commonwealth, municipal corporations, other political subdivisions and public bodies of the Commonwealth may invest any and all moneys belonging to them or within their control, except for sinking funds, in commercial paper other than "prime quality" commercial paper as defined in this section provided that:

1. Prior written approval is obtained from the governing board, committee or other entity that determines investment policy. The Treasury Board shall be the governing body for the Commonwealth; and

2. A written internal credit review justifying the creditworthiness of the issuing corporation is prepared in advance and made part of the purchase file.

§ 2.2-4503. Investments by Fairfax County finance director [Not set out].

Not set out.

§ 2.2-4504. Investment of funds by the Commonwealth and political subdivisions in bankers' acceptances.

Notwithstanding any provisions of law to the contrary, all public officers, municipal corporations, other political subdivisions and all other public bodies of the Commonwealth may invest any and all moneys belonging to them or within their control other than sinking funds in bankers' acceptances.

§ 2.2-4505. Investment in certificates representing ownership of treasury bond principal at maturity or its coupons for accrued periods.

Notwithstanding any provision of law to the contrary, the Commonwealth, all public officers, municipal corporations, other political subdivisions and all other public bodies of the Commonwealth may invest any and all moneys belonging to them or within their control, in certificates representing ownership of either treasury bond principal at maturity or its coupons for accrued periods. The underlying United States Treasury bonds or coupons shall be held by a third-party independent of the seller of such certificates.

§ 2.2-4506. Securities lending.

Notwithstanding any provision of law to the contrary, the Commonwealth, all public officers, municipal corporations, political subdivisions and all public bodies of the Commonwealth may engage in securities lending from the portfolio of investments of which they have custody and control, other than sinking funds. The Treasury Board shall develop guidelines with which such securities lending shall fully comply. Such guidelines shall ensure that the state treasury is at all times fully collateralized by the borrowing institution.

§ 2.2-4507. Investment of funds in overnight, term and open repurchase agreements.

Notwithstanding any provision of law to the contrary, the Commonwealth, all public officers, municipal corporations, other political subdivisions and all other public bodies of the Commonwealth, may invest any and all moneys belonging to them or within their control in overnight, term and open repurchase agreements that are collateralized with securities that are approved for direct investment.

§ 2.2-4508. Investment of certain public moneys in certain mutual funds.

Notwithstanding any provision of law to the contrary, the Commonwealth, all public officers, municipal corporations, other political subdivisions and all other public bodies of the Commonwealth may invest any and all moneys belonging to them or within their control, other than sinking funds that are governed by the provisions of § [2.2-4500](#), in one or more open-end investment funds, provided that the funds are registered under the Securities Act (§ [13.1-501](#) et seq.) of the Commonwealth or the Federal Investment Co. Act of 1940, and that the investments by such funds are restricted to investments otherwise permitted by law for political subdivisions as set forth in this chapter, or investments in other such funds whose portfolios are so restricted.

§ 2.2-4509. Investment of funds in negotiable certificates of deposit and negotiable bank deposit notes.

Notwithstanding any provision of law to the contrary, the Commonwealth and all public officers, municipal corporations, and other political subdivisions and all other public bodies of the Commonwealth may invest any or all of the moneys belonging to them or within their control, other than sinking funds, in negotiable certificates of deposit and negotiable bank deposit notes of domestic banks and domestic offices of foreign banks with a rating of at least A-1 by Standard & Poor's and P-1 by Moody's Investor Service, Inc., for maturities of one year or less, and a rating of at least AA by Standard & Poor's and Aa by Moody's Investor Service, Inc., for maturities over one year and not exceeding five years.

§ 2.2-4510. Investment of funds in corporate notes.

A. Notwithstanding any provision of law to the contrary, the Commonwealth, all public officers, municipal corporations, other political subdivisions and all other public bodies of the Commonwealth may invest any and all moneys belonging to them or within their control, other than sinking funds, in high quality corporate notes with a rating of at least Aa by Moody's Investors Service, Inc., and a rating of at least AA by Standard and Poors, Inc., and a maturity of no more than five years.

B. Notwithstanding any provision of law to the contrary, any qualified public entity of the Commonwealth may invest any and all moneys belonging to it or within its control, other than sinking funds, in high quality corporate notes with a rating of at least A by two rating agencies, one of which shall be either Moody's Investors Service, Inc., or Standard and Poors, Inc.

As used in this section, "qualified public entity" means any state agency or institution of the Commonwealth, having an internal or external public funds manager with professional investment management capabilities.

C. Notwithstanding any provision of law to the contrary, the Department of the Treasury may invest any and all moneys belonging to it or within its control, other than sinking funds, in high quality corporate notes with a rating of at least BBB or Baa2 by two rating agencies, one of which shall be Moody's Investors Service, Inc., or Standard and Poors, Inc. With regard to

investment securities rated below A, the Commonwealth Treasury Board shall establish strict investment guidelines concerning the investment in such securities and monitor the performance of the securities for compliance with the investment guidelines.

§ 2.2-4511. Investment of funds in asset-backed securities.

Notwithstanding any provision of law to the contrary, any qualified public entity of the Commonwealth may invest any and all moneys belonging to it or within its control, other than sinking funds, in asset-backed securities with a duration of no more than five years and a rating of no less than AAA by two rating agencies, one of which must be either Moody's Investors Service, Inc., or Standard and Poors, Inc.

As used in this section, "qualified public entity" means any state agency, institution of the Commonwealth or statewide authority created under the laws of the Commonwealth having an internal or external public funds manager with professional investment management capabilities.

§ 2.2-4512. Investment of funds by State Treasurer in obligations of foreign sovereign governments.

Notwithstanding any provision of law to the contrary, the State Treasurer may invest unexpended or excess moneys in any fund or account over which he has custody and control, other than sinking funds, in fully hedged debt obligations of sovereign governments and companies that are fully guaranteed by such sovereign governments, with a rating of at least AAA by Moody's Investors Service, Inc., and a rating of at least AAA by Standard and Poors, Inc., and a maturity of no more than five years.

Not more than ten percent of the total funds of the Commonwealth available for investment may be invested in the manner described in this section.

§ 2.2-4513. Investments by transportation commissions.

Transportation commissions that provide rail service may invest in, if required as a condition to obtaining insurance, participate in, or purchase insurance provided by, foreign insurance companies that insure railroad operations.

§ 2.2-4513.1. Investment of funds in qualified investment pools.

A. Notwithstanding the provisions of Article 1 (§ 15.2-1300 et seq.) of Chapter 13 of Title 15.2, in any locality in which the authority to invest moneys belonging to or within the control of the locality has been granted to its elected treasurer, the treasurer may act on behalf of his locality to become a participating political subdivision in qualified investment pools without an ordinance adopted by the locality approving a joint exercise of power agreement. For purposes of this section, "qualified investment pool" means a jointly administered investment pool organized as a trust fund pursuant to Article 1 of Chapter 13 of Title 15.2 that has a professional investment manager.

B. Investments in qualified investment pools described in this section shall comply with the requirements of this chapter applicable to municipal corporations and other political subdivisions.

C. The provisions of this section shall not apply to local trusts established pursuant to Article 8 (§ 15.2-1544 et seq.) of Chapter 15 of Title 15.2 to fund postemployment benefits other than pensions.

§ 2.2-4514. Commonwealth and its political subdivisions as trustee of public funds; standard of care in investing such funds.

Public funds held by the Commonwealth, public officers, municipal corporations, political subdivisions, and any other public body of the Commonwealth shall be held in trust for the citizens of the Commonwealth. Any investment of such funds pursuant to the provisions of this chapter shall be made solely in the interest of the citizens of the Commonwealth and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

§ 2.2-4515. Collateral and safekeeping arrangements.

Securities purchased pursuant to the provisions of this chapter shall be held by the public official, municipal corporation or other political subdivision or public body or its custodial agent who may not otherwise be a counterparty to the investment transaction. Securities held on the books of the custodial agent by a custodial agent shall be held in the name of the municipal corporation, political subdivision or other public body subject to the public body's order of withdrawal. The responsibilities of the public official, municipal corporation, political subdivision or other public body shall be evidenced by a written agreement that shall provide for delivery of the securities by the custodial agent in the event of default by a counterparty to the investment transaction.

As used in this section, "counterparty" means the issuer or seller of a security, an agent purchasing a security on behalf of a public official, municipal corporation, political subdivision or other public body or the party responsible for repurchasing securities underlying a repurchase agreement.

The provisions of this section shall not apply to (i) investments with a maturity of less than 31 calendar days or (ii) the State Treasurer, who shall comply with safekeeping guidelines issued by the Treasury Board or to endowment funds invested in accordance with the provisions of the Uniform Prudent Management of Institutional Funds Act, Chapter 11 (§ [64.2-1100](#) et seq.) of Title 64.2.

§ 2.2-4516. Liability of treasurers or public depositors.

When investments are made in accordance with this chapter, no treasurer or public depositor shall be liable for any loss therefrom in the absence of negligence, malfeasance, misfeasance, or nonfeasance on his part or on the part of his assistants or employees.

§ 2.2-4517. Contracts on interest rates, currency, cash flow or on other basis.

A. Any state entity may enter into any contract or other arrangement that is determined to be necessary or appropriate to place the obligation or investment of the state entity, as represented by bonds or investments, in whole or in part, on the interest rate cash flow or other basis desired by the state entity. Such contract or other arrangement may include contracts providing for payments based on levels of, or changes in, interest rates. These contracts or arrangements may be entered into by the state entity in connection with, or incidental to, entering into, or maintaining any (i) agreement that secures bonds or (ii) investment, or contract providing for investment, otherwise authorized by law. These contracts and arrangements may contain such payment, security, default, remedy, and other terms and conditions as determined by the state entity, after giving due consideration to the creditworthiness of the counterparty or other obligated party, including any rating by a nationally recognized rating agency, and any other

criteria as may be appropriate. The determinations referred to in this subsection may be made by the Treasury Board, the governing body of the state entity or any public funds manager with professional investment capabilities duly authorized by the Treasury Board or the governing body of any state entity authorized to issue such obligations to make such determinations.

As used in this section, "state entity" means the Commonwealth and all agencies, authorities, boards and institutions of the Commonwealth.

B. Any money set aside and pledged to secure payments of bonds or any of the contracts entered into pursuant to this section may be invested in accordance with this chapter and may be pledged to and used to service any of the contracts or other arrangements entered into pursuant to this section.

§ 2.2-4518. Investment of funds in deposits.

A. Notwithstanding any provision of law to the contrary, the Commonwealth and all public officers, municipal corporations, other political subdivisions, and all other public bodies of the Commonwealth, each referred to in this section as a "public entity," may invest any or all of the moneys belonging to them or within their control in accordance with the following conditions:

1. The moneys are initially invested through any federally insured bank or savings institution selected by the public entity that is qualified by the Virginia Treasury Board to accept public deposits;
2. The selected bank or savings institution arranges for the deposit of the moneys in one or more federally insured banks or savings institutions wherever located, for the account of the public entity;
3. The full amount of principal and any accrued interest of each such deposit is covered by federal deposit insurance;
4. The selected bank or savings institution acts as custodian for the public entity with respect to each deposit issued for the public entity's account; and
5. At the same time that the public entity's moneys are deposited, the selected bank or savings institution receives an amount of deposits from customers of other financial institutions wherever located equal to or greater than the amount of moneys invested by the public entity through the selected bank or savings institution.

B. After deposits are made in accordance with the conditions prescribed in subsection A, such deposits shall not be subject to the provisions of Chapter 44 (§ [2.2-4400](#) et seq.), § [2.2-4515](#), or any security or collateral requirements that may otherwise be applicable to the investment or deposit of public moneys by government investors.

2008, c. [103](#); 2010, c. [33](#).

§ 2.2-4519. Investment of funds by the Virginia Housing Development Authority and the Virginia Resources Authority.

A. For purposes of §§ [36-55.44](#) and [62.1-221](#) only, the following investments shall be considered lawful investments and shall be conclusively presumed to have been prudent:

1. Obligations of the Commonwealth. Stocks, bonds, notes, and other evidences of indebtedness of the Commonwealth, and those unconditionally guaranteed as to the payment of principal and interest by the Commonwealth.

2. Obligations of the United States. Stocks, bonds, treasury notes, and other evidences of indebtedness of the United States, including the guaranteed portion of any loan guaranteed by the Small Business Administration, an agency of the United States government, and those unconditionally guaranteed as to the payment of principal and interest by the United States; bonds of the District of Columbia; bonds and notes of the Federal National Mortgage Association and the Federal Home Loan Banks; bonds, debentures, or other similar obligations of federal land banks, federal intermediate credit banks, or banks of cooperatives, issued pursuant to acts of Congress; and obligations issued by the United States Postal Service when the principal and interest thereon is guaranteed by the government of the United States. The evidences of indebtedness enumerated by this subdivision may be held directly, in the form of repurchase agreements collateralized by such debt securities, or in the form of securities of any open-end or closed-end management type investment company or investment trust registered under the federal Investment Company Act of 1940, provided that the portfolio of such investment company or investment trust is limited to such evidences of indebtedness or repurchase agreements collateralized by such debt securities, or securities of other such investment companies or investment trusts whose portfolios are so restricted.

3. Obligations of other states. Stocks, bonds, notes, and other evidences of indebtedness of any state of the United States upon which there is no default and upon which there has been no default for more than 90 days, provided that within the 20 fiscal years next preceding the making of such investment, such state has not been in default for more than 90 days in the payment of any part of principal or interest of any debt authorized by the legislature of such state to be contracted.

4. Obligations of Virginia counties, cities, or other public bodies. Stocks, bonds, notes, and other evidences of indebtedness of any county, city, town, district, authority, or other public body in the Commonwealth upon which there is no default, provided that if the principal and interest is payable from revenues or tolls and the project has not been completed, or if completed, has not established an operating record of net earnings available for payment of principal and interest equal to estimated requirements for that purpose according to the terms of the issue, the standards of judgment and care required in the Uniform Prudent Investor Act (§ [64.2-780](#) et seq.), without reference to this section, shall apply.

In any case in which an authority, having an established record of net earnings available for payment of principal and interest equal to estimated requirements for that purpose according to the terms of the issue, issues additional evidences of indebtedness for the purposes of acquiring or constructing additional facilities of the same general character that it is then operating, such additional evidences of indebtedness shall be governed fully by the provisions of this section without limitation.

5. Obligations of cities, counties, towns, or districts of other states. Legally authorized stocks, bonds, notes, and other evidences of indebtedness of any city, county, town, or district situated in any one of the states of the United States upon which there is no default and upon which there has been no default for more than 90 days, provided that (i) within the 20 fiscal years next preceding the making of such investment, the city, county, town, or district has not been in

default for more than 90 days in the payment of any part of principal or interest of any stock, bond, note, or other evidence of indebtedness issued by it; (ii) the city, county, town, or district shall have been in continuous existence for at least 20 years; (iii) the city, county, town, or district has a population, as shown by the federal census next preceding the making of such investment, of not less than 25,000 inhabitants; (iv) the stocks, bonds, notes, or other evidences of indebtedness in which such investment is made are the direct legal obligations of the city, county, town, or district issuing the same; (v) the city, county, town, or district has power to levy taxes on the taxable real property therein for the payment of such obligations without limitation of rate or amount; and (vi) the net indebtedness of the city, county, town, or district, including the issue in which such investment is made, after deducting the amount of its bonds issued for self-sustaining public utilities, does not exceed 10 percent of the value of the taxable property in the city, county, town, or district, to be ascertained by the valuation of such property therein for the assessment of taxes next preceding the making of such investment.

6. Obligations subject to repurchase. Investments set forth in subdivisions 1 through 5 may also be made subject to the obligation or right of the seller to repurchase these on a specific date.

7. Bonds secured on real estate. Bonds and negotiable notes directly secured by a first lien on improved real estate or farm property in the Commonwealth, or in any state contiguous to the Commonwealth within a 50-mile area from the borders of the Commonwealth, not to exceed 80 percent of the fair market value of such real estate, including any improvements thereon at the time of making such investment, as ascertained by an appraisal thereof made by two reputable persons who are not interested in whether or not such investment is made.

8. Bonds secured on city property in Fifth Federal Reserve District. Bonds and negotiable notes directly secured by a first lien on improved real estate situated in any incorporated city in any of the states of the United States which lie wholly or in part within the Fifth Federal Reserve District of the United States as constituted on June 18, 1928, pursuant to the act of Congress of December 23, 1913, known as the Federal Reserve Act, as amended, not to exceed 60 percent of the fair market value of such real estate, with the improvements thereon, at the time of making such investment, as ascertained by an appraisal thereof made by two reputable persons who are not interested in whether or not such investment is made, provided that such city has a population, as shown by the federal census next preceding the making of such investments, of not less than 5,000 inhabitants.

9. Bonds of Virginia educational institutions. Bonds of any of the educational institutions of the Commonwealth that have been or may be authorized to be issued by the General Assembly.

10. Securities of the Richmond, Fredericksburg and Potomac Railroad Company. Stocks, bonds, and other securities of the Richmond, Fredericksburg and Potomac Railroad Company, including bonds or other securities guaranteed by the Richmond, Fredericksburg and Potomac Railroad Company.

11. Obligations of railroads. Bonds, notes, and other evidences of indebtedness, including equipment trust obligations, which are direct legal obligations of or which have been unconditionally assumed or guaranteed as to the payment of principal and interest by, any railroad corporation operating within the United States that meets the following conditions and requirements:

- a. The gross operating revenue of such corporation for the fiscal year preceding the making of such investment, or the average of the gross operating revenue for the five fiscal years next preceding the making of such investment, whichever of these two is the larger, shall have not been less than \$10 million;
- b. The total fixed charges of such corporation, as reported for the fiscal year next preceding the making of the investment, shall have been earned an average of at least two times annually during the seven fiscal years preceding the making of the investment and at least one and one-half times during the fiscal year immediately preceding the making of the investment. The term "total fixed charges" as used in this subdivision and subdivision c shall be deemed to refer to the term used in the accounting reports of common carriers as prescribed by the regulations of the Interstate Commerce Commission; and
- c. The aggregate of the average market prices of the total amounts of each of the individual securities of such corporation junior to its bonded debt and outstanding at the time of the making of such investment shall be equal to at least two-thirds of the total fixed charges for such railroad corporation for the fiscal year next preceding the making of such investment capitalized at an annual interest rate of five percent. Such average market price of any one of such individual securities shall be determined by the average of the highest quotation and the lowest quotation of the individual security for a period immediately preceding the making of such investment, which period shall be the full preceding calendar year plus the then-expired portion of the calendar year in which such investment is made, provided that if more than six months of the calendar year in which such investment is made shall have expired, then such period shall be only the then-expired portion of the calendar year in which such investment is made, and provided further that if such individual security shall not have been outstanding during the full extent of such period, such period shall be deemed to be the length of time such individual security shall have been outstanding.

12. Obligations of leased railroads. Stocks, bonds, notes, other evidences of indebtedness, and any other securities of any railroad corporation operating within the United States, the railroad lines of which have been leased by a railroad corporation, either alone or jointly with other railroad corporations, whose bonds, notes, and other evidences of indebtedness shall, at the time of the making of such investment, qualify as lawful investments for fiduciaries under the terms of subdivision 11, provided that the terms of such lease shall provide for the payment by such lessee railroad corporation individually, irrespective of the liability of other joint lessee railroad corporations, if any, in this respect, of an annual rental of an amount sufficient to defray the total operating expenses and maintenance charges of the lessor railroad corporation plus its total fixed charges, plus, in the event of the purchase of such a stock, a fixed dividend upon any issue of such stock in which such investment is made, and provided that if such investment so purchased shall consist of an obligation of definite maturity, such lease shall be one which shall, according to its terms, provide for the payment of the obligation at maturity or extend for a period of not less than 20 years beyond the maturity of such obligations so purchased, or if such investment so purchased shall be a stock or other form of investment having no definite date of maturity, such lease shall be one which shall, according to its terms, extend for a period of at least 50 years beyond the date of the making of such investment.

13. Equipment trust obligations. Equipment trust obligations issued under the "Philadelphia Plan" in connection with the purchase for use on railroads of new standard gauge rolling stock,

provided that the owner, purchaser, or lessee of such equipment, or one or more of such owners, purchasers, or lessees, shall be a railroad corporation whose bonds, notes, and other evidences of indebtedness shall, at the time of the making of such investment, qualify as lawful investments for fiduciaries under the terms of subdivision 11, and provided that all of such owners, purchasers, or lessees shall be both jointly and severally liable under the terms of such contract of purchase or lease, or both, for the fulfillment thereof.

14. Preferred stock of railroads. Any preference stock of any railroad corporation operating within the United States, provided such stock and such railroad corporation meet the following conditions and requirements:

- a. Such stock shall be preferred as to dividends, such dividends shall be cumulative, and such stock shall be preferred as to assets in the event of liquidation or dissolution;
- b. The gross operating revenue of such corporation for the fiscal year preceding the making of such investment, or the average of the gross operating revenue for the five fiscal years next preceding the making of such investment, whichever of these two is the larger, shall have been not less than \$10 million;
- c. The total fixed charges, as defined in subdivision 11 b, of such corporation, as reported for the fiscal year next preceding the making of such investment, plus the amount, at the time of making such investment, of the annual dividend requirements on such preference stock and any preference stock having the same or senior rank, such fixed charges and dividend requirements being considered the same for every year, shall have been earned an average of at least two and one-half times annually for the seven fiscal years preceding the making of such investment and at least two times for the fiscal year immediately preceding the making of such investment; and
- d. The aggregate of the average market prices of the total amount of each of the individual securities of such corporation, junior to such preference stock and outstanding at the time of the making of such investment, shall be at least equal to the par value of the total issue of the preference stock in question plus the total par value of all other issues of its preference stock having either the same rank as, or a senior rank to, the issue of such preference stock plus total fixed charges, as defined in subdivision 11 b, for such railroad corporation for the fiscal year next preceding the making of such investment capitalized at an annual interest rate of five percent. Such average market price of any one of such individual securities shall be determined in the same manner as prescribed in subdivision 11 c.

15. Obligations of public utilities. Bonds, notes, and other evidences of indebtedness of any public utility operating company operating within the United States, provided such company meets the following conditions and requirements:

- a. The gross operating revenue of such public utility operating company for the fiscal year preceding the making of such investment, or the average of the gross operating revenue for the five fiscal years next preceding the making of such investment, whichever of these two is the larger, shall have been not less than \$5 million;
- b. The total fixed charges of such corporation, as reported for the fiscal year next preceding the making of the investment, shall have been earned, after deducting operating expenses, depreciation, and taxes, other than income taxes, an average of at least one and three-quarters

times annually during the seven fiscal years preceding the making of the investment and at least one and one-half times during the fiscal year immediately preceding the making of the investment;

c. In the fiscal year next preceding the making of such investment, the ratio of the total par value of the bonded debt of such public utility operating company, including the total bonded indebtedness of all its subsidiary companies, whether assumed by the public utility operating company in question or not, to its gross operating revenue shall not be greater than four to one; and

d. Such public utility operating company shall be subject to permanent regulation by a state commission or other duly authorized and recognized regulatory body.

The term "public utility operating company" as used in this subdivision and subdivision 16 means a public utility or public service corporation (i) of whose total income available for fixed charges for the fiscal year next preceding the making of such investment at least 55 percent thereof shall have been derived from direct payments by customers for service rendered them; (ii) of whose total operating revenue for the fiscal year next preceding the making of such investment at least 60 percent thereof shall have been derived from the sale of electric power, gas, water, or telephone service and not more than 10 percent thereof shall have been derived from traction operations; and (iii) whose gas properties are all within the limits of one state, if more than 20 percent of its total operating revenues are derived from gas.

16. Preferred stock of public utilities. Any preference stock of any public utility operating company operating within the United States, provided such stock and such company meet the following conditions and requirements:

a. Such stock shall be preferred as to dividends, such dividends shall be cumulative, and such stock shall be preferred as to assets in the event of liquidation or dissolution;

b. The gross operating revenue of such public utility operating company for the fiscal year preceding the making of such investment, or the average of the gross operating revenue for the five fiscal years next preceding the making of such investment, whichever of these two is the larger, shall have been not less than \$5 million;

c. The total fixed charges of such public utility operating company, as reported for the fiscal year next preceding the making of such investment, plus the amount, at the time of making such investment, of the annual dividend requirements on such preference stock and any preference stock having the same or senior rank, such fixed charges and dividend requirements being considered the same for every year, shall have been earned, after deducting operating expenses, depreciation, and taxes, including income taxes, an average of at least two times annually for the seven fiscal years preceding the making of such investment and at least two times for the fiscal year immediately preceding the making of such investment;

d. In the fiscal year next preceding the making of such investment, the ratio of the sum of the total par value of the bonded debt of such public utility operating company, the total par value of the issue of such preference stock, and the total par value of all other issues of its preference stock having the same or senior rank to its gross operating revenue shall not be greater than four to one; and

e. Such public utility operating company shall be subject to permanent regulation by a state commission or other duly authorized and recognized regulatory body.

17. Obligations of the following telephone companies. Bonds, notes, and other evidences of indebtedness of American Telephone and Telegraph, Bell Atlantic, Bell South, Southwestern Bell, Pacific Telesis, Nynex, American Information Technologies, or U.S. West, and bonds, notes, and other evidences of indebtedness unconditionally assumed or guaranteed as to the payment of principal and interest by any such company, provided that the total fixed charges, as reported for the fiscal year next preceding the making of the investment, of such company and all of its subsidiary corporations on a consolidated basis shall have been earned, after deducting operating expenses, depreciation, and taxes, other than income taxes, an average of at least one and three-fourths times annually during the seven fiscal years preceding the making of the investment and at least one and one-half times during the fiscal year immediately preceding the making of the investment.

18. Obligations of municipally owned utilities. The stocks, bonds, notes, and other evidences of indebtedness of any electric, gas, or water department of any state, county, city, town, or district whose obligations would qualify as legal for purchase under subdivision 3, 4, or 5, the interest and principal of which are payable solely out of the revenues from the operations of the facility for which the obligations were issued, provided that the department issuing such obligations meets the requirements applying to public utility operating companies as set out in subdivisions 15 a through c.

19. Obligations of industrial corporations. Bonds, notes, and other evidences of indebtedness of any industrial corporation incorporated under the laws of the United States or of any state thereof, provided such corporation meets the following conditions and requirements:

a. The gross operating revenue of such corporation for the fiscal year preceding the making of such investment, or the average of the gross operating revenue for the five fiscal years next preceding the making of such investment, whichever of these two is the larger, shall have been not less than \$10 million;

b. The total fixed charges of such corporation, as reported for the fiscal year next preceding the making of the investment, shall have been earned, after deducting operating expenses, depreciation, and taxes, other than income taxes, and depletion in the case of companies commonly considered as depleting their natural resources in the course of business, an average of at least three times annually during the seven fiscal years preceding the making of the investment and at least two and one-half times during the fiscal year immediately preceding the making of the investment;

c. The net working capital of such industrial corporation, as shown by its last published fiscal year-end statement prior to the making of such investment, or in the case of a new issue, as shown by the financial statement of such corporation giving effect to the issuance of any new security, shall be at least equal to the total par value of its bonded debt as shown by such statement; and

d. The aggregate of the average market prices of the total amounts of each of the individual securities of such industrial corporation, junior to its bonded debt and outstanding at the time of the making of such investment, shall be at least equal to the total par value of the bonded debt of

such industrial corporation at the time of the making of such investment, such average market price of any one of such individual securities being determined in the same manner as prescribed in subdivision 11 c.

20. Preferred stock of industrial corporations. Any preference stock of any industrial corporation incorporated under the laws of the United States or of any state thereof, provided such stock and such industrial corporation meet the following conditions and requirements:

a. Such stock shall be preferred as to dividends, such dividends shall be cumulative, and such stock shall be preferred as to assets in the event of liquidation or dissolution;

b. The gross operating revenue of such corporation for the fiscal year preceding the making of such investment, or the average of the gross operating revenue for the five fiscal years next preceding the making of such investment, whichever of these two is the larger, shall have been not less than \$10 million;

c. The total fixed charges of such corporation, as reported for the fiscal year next preceding the making of such investment, plus the amount, at the time of making such investment, of the annual dividend requirements on such preference stock and any preference stock having the same or senior rank, such fixed charges and dividend requirements being considered the same for every year, shall have been earned, after deducting operating expenses, depreciation, and taxes, including income taxes, and depletion in the case of companies commonly considered as depleting their natural resources in the course of business, an average of at least four times annually for the seven fiscal years preceding the making of such investment and at least three times for the fiscal year immediately preceding the making of such investment;

d. The net working capital of such industrial corporation, as shown by its last published fiscal year-end statement prior to the making of such investment, or, in the case of a new issue, as shown by the financial statement of such corporation giving effect to the issuance of any new security, shall be at least equal to the total par value of its bonded debt plus the total par value of the issue of such preference stock plus the total par value of all other issues of its preference stock having the same or senior rank; and

e. The aggregate of the lowest market prices of the total amounts of each of the individual securities of such industrial corporation junior to such preference stock and outstanding at the time of the making of such investment shall be at least two and one-half times the par value of the total issue of such preference stock plus the total par value of all other issues of its preference stock having the same or senior rank plus the par value of the total bonded debt of such industrial corporation. Such lowest market price of any one of such individual securities shall be determined by the lowest single quotation of the individual security for a period immediately preceding the making of such investment, which period shall be the full preceding calendar year plus the then-expired portion of the calendar year in which such investment is made, and if such individual security shall not have been outstanding during the full extent of such period, such period shall be deemed to be the length of time such individual security shall have been outstanding.

21. Obligations of finance corporations. Bonds, notes, and other evidences of indebtedness of any finance corporation incorporated under the laws of the United States or of any state thereof, provided such corporation meets the following conditions and requirements:

a. The gross operating income of such corporation for the fiscal year preceding the making of such investment, or the average of the gross operating income for the five fiscal years next preceding the making of such investment, whichever of these two is the larger, shall have been not less than \$5 million;

b. The total fixed charges of such corporation, as reported for the fiscal year next preceding the making of the investment, shall have been earned, after deducting operating expenses, depreciation, and taxes, other than income taxes, an average of at least two and one-half times annually during the seven fiscal years preceding the making of the investment and at least two times during the fiscal year immediately preceding the making of the investment;

c. The aggregate indebtedness of such finance corporation as shown by its last fiscal year-end statement, or, in the case of a new issue, as shown by the financial statement giving effect to the issuance of any new securities, shall be no greater than three times the aggregate net worth, as represented by preferred and common stocks and surplus of such corporation; and

d. The aggregate of the average market prices of the total amounts of each of the individual securities of such finance corporation, junior to its bonded debt and outstanding at the time of the making of such investment, shall be at least equal to one-third of the sum of the par value of the bonded debt plus all other indebtedness of such finance corporation as shown by the last published fiscal year-end statement, such average market price of any one of such individual securities being determined in the same manner as prescribed in subdivision 11 c.

22. Preferred stock of finance corporations. Any preference stock of any finance corporation incorporated under the laws of the United States or of any state thereof, provided such stock and such corporation meet the following conditions and requirements:

a. Such stock shall be preferred as to dividends, such dividends shall be cumulative, and such stock shall be preferred as to assets in the event of liquidation or dissolution;

b. The gross operating income of such corporation for the fiscal year preceding the making of such investment, or the average of the gross operating income for the five fiscal years next preceding the making of such investment, whichever of these two is the larger, shall have been not less than \$5 million;

c. The total fixed charges of such finance corporation, as reported for the fiscal year next preceding the making of such investment, plus the amount, at the time of making such investment, of the annual dividend requirements on such preference stock and any preference stock having the same or senior rank, such fixed charges and dividend requirements being considered the same for every year, shall have been earned, after deducting operating expenses, depreciation, and taxes, including income taxes, an average of at least three and one-half times annually for the seven fiscal years preceding the making of such investment and at least three times for the fiscal year immediately preceding the making of such investment;

d. The aggregate indebtedness and par value of the purchased stock, both the issue in question and any issues equal or senior thereto, of such finance corporation as shown by its last published fiscal year-end statement, or, in the case of a new issue, as shown by the financial statement giving effect to the issuance of any new securities, shall be no greater than three times the aggregate par value of the junior securities and surplus of such corporation; and

e. The aggregate of the lowest market prices of the total amounts of each of the individual securities of such finance corporation junior to such preference stock and outstanding at the time of the making of such investment shall be at least equal to one-third of the sum of the par value of such preference stock plus the total par value of all other issues of preference stock having the same or senior rank plus the par value of the total bonded debt plus all other indebtedness of such finance corporation as shown by the last published fiscal year-end statement, such lowest market price of any one of such individual securities being determined in the same manner as prescribed in subdivision 20 e.

23. Federal housing loans. First mortgage real estate loans insured by the Federal Housing Administrator under Title II of the National Housing Act.

24. Certificates of deposit and savings accounts. Certificates of deposit of, and savings accounts in, any bank, banking institution, or trust company, whose deposits are insured by the Federal Deposit Insurance Corporation at the prevailing rate of interest on such certificates or savings accounts; however, no such fiduciary shall invest in such certificates of, or deposits in, any one bank, banking institution, or trust company an amount from any one fund in his or its care which shall be in excess of such amount as shall be fully insured as a deposit in such bank, banking institution, or trust company by the Federal Deposit Insurance Corporation. A corporate fiduciary shall not, however, be prohibited by the terms of this subdivision from depositing in its own banking department, in the form of demand deposits, savings accounts, time deposits, or certificates of deposit, funds in any amount awaiting investments or distribution, provided that it shall have complied with the provisions of §§ [6.2-1005](#) and [6.2-1007](#), with reference to the securing of such deposits.

25. Obligations of International Bank, Asian Development Bank, and African Development Bank. Bonds and other obligations issued, guaranteed, or assumed by the International Bank for Reconstruction and Development, the Asian Development Bank, or the African Development Bank.

26. Deposits in savings institutions. Certificates of deposit of, and savings accounts in, any state or federal savings institution or savings bank lawfully authorized to do business in the Commonwealth whose accounts are insured by the Federal Deposit Insurance Corporation or other federal insurance agency; however, no such fiduciary shall invest in such shares of any one such association an amount from any one fund in his or its care which shall be in excess of such amount as shall be fully insured as an account in such association by the Federal Deposit Insurance Corporation or other federal insurance agency.

27. Certificates evidencing ownership of undivided interests in pools of mortgages. Certificates evidencing ownership of undivided interests in pools of bonds or negotiable notes directly secured by first lien deeds of trust or mortgages on real property located in the Commonwealth improved by single-family residential housing units or multi-family dwelling units, provided that (i) such certificates are rated AA or better by a nationally recognized independent rating agency; (ii) the loans evidenced by such bonds or negotiable notes do not exceed 80 percent of the fair market value, as determined by an independent appraisal thereof, of the real property and the improvements thereon securing such loans; and (iii) such bonds or negotiable notes are assigned to a corporate trustee for the benefit of the holders of such certificates.

28. Shares in credit unions. Shares and share certificates in any credit union lawfully authorized to do business in the Commonwealth whose accounts are insured by the National Credit Union Share Insurance Fund or the Virginia Credit Union Share Insurance Corporation, provided no such fiduciary shall invest in such shares an amount from any one fund in his or its care which shall be in excess of such amount as shall be fully insured as an account in such credit union by the National Credit Union Share Insurance Fund or the Virginia Credit Union Share Insurance Corporation.

B. Whenever under the terms of this section the par value of a preference stock is required to be used in a computation, there shall be used instead of such par value the liquidating value of such preference stock in the case of involuntary liquidation, as prescribed by the terms of its issue, in the event that such liquidating value shall be greater than the par value of such preference stock; or in the event that the preference stock in question has no par value, then such liquidating value shall be used instead; or when such preference stock shall be one of no par value and one for which no such liquidating value shall have been so prescribed, then for the purposes of such computation the preference stock in question shall be deemed to have a value of \$100 per share.

C. When any security provided for in this section is purchased by a fiduciary and at the time of such purchase the statement for the preceding fiscal year of the corporation issuing the security so being purchased has not been published and is therefore not available, the statement of such corporation for the fiscal year immediately prior to such preceding fiscal year shall be considered the statement for such preceding fiscal year and shall have the same force and effect as the statement for the fiscal year preceding such purchase, provided the date of such purchase is not more than four months after the end of the last fiscal year of the corporation.

D. In testing a new issue of securities under the provisions of this section, it shall be permissible, in determining the number of times that fixed charges or preferred dividend requirements have been earned, to use pro forma fixed charges or dividend requirements, provided the corporation or its corporate predecessor has been in existence for a period of not less than seven years.

E. Investments made under the provisions of this section, if in conformity with the requirements of this section at the time such investments were made, may be retained even though they cease to be eligible for purchase under the provisions of this section, but shall be subject to the provisions of the Uniform Prudent Investor Act (§ [64.2-780](#) et seq.).



FINANCIAL POLICIES MANUAL

County of Fluvanna

Updated Jan 18, 2017

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SUPERSEDED OR WITHDRAWN POLICIES

Policy	Status
Travel Advances and Reimbursement	Merged into County Personnel Manual by BOS Jan 16, 2008
Capital Expenditures Vendor Refunds and Credit Memos Adjusting Journal Entries	Consolidated into 1-2 by BOS Aug 4, 2004
Purchasing Card (Credit Card) Policy	Merged into County Procurement Policy by BOS Apr 3, 2013

Chapter 1

BUDGET

1-1. Purpose. The Commonwealth of Virginia requires all localities to follow certain budget guidelines, as outlined in Sections 15.2-2500 to 15.2-2513 of the Code of Virginia.

a. All localities within Virginia must have a fiscal year beginning on July 1 and ending on June 30.

b. Approved fiscal year budgets must be balanced

c. The School Board must approve the School Budget by May 1 or within 15 days of receiving estimates of state funding, whichever occurs later.

d. The Board of Supervisors must approve the operating budget and set the tax rate by July 1 of each year. The adoption of the operating budget and the tax rate requires the Board to hold a public hearing and to advertise this hearing no less than 7 days in advance.

e. Although these are the minimum state requirements, the County traditionally has adopted its budget by April 30 in order to establish teacher contracts and to set the property tax rates prior to the 1st half tax bill mailing date. The official appropriation of funds takes place prior to July 1 of each year.

1-2. Scope. This Budget Policy addresses the process by which the County's operational and capital budgets are formulated, beginning with the departmental requests through adoption by the Board of Supervisors. This Policy also addresses all other aspects of the budget, including the authorization levels for the approval of budget adjustments and amendments as well as review of the budget during the fiscal year.

1-3. Budget Guidelines

a. The overall objective of the budget is to provide a balanced financial plan in total and by fund that adheres to the County's mission statement, long range strategic plans and/or current initiatives from which the budgets shall be initially formulated.

b. A balanced budget is a budget that has total expenditures equal to total revenues, including use of fund balance.

c. Initiatives that are presented to the Board of Supervisors should also comply with the mission statement.

d. Annual budget guidelines shall be focused in certain areas, with additional guidelines and/or objectives formulated, if applicable, by the County Administrator in the formulation of the proposed budget.

1-4. Budget Form. The County's operating budget will be developed on an annual basis, incorporating the Capital Improvements Program (CIP) budget, consistent with Generally Accepted Accounting Principles (GAAP) and guidelines set forth by the Governmental Accounting Standards Board.

1-5. Basis of Budgeting. The basis of budgeting is the method used to determine when revenues and expenditures are recognized for budgetary purposes. In governmental funds, GAAP requires recognition of transactions or events on a modified accrual basis of accounting. This basis of accounting recognizes increases and decreases in financial resources only to the extent that they reflect near-term inflows or outflows of cash. The County's basis of accounting differs from GAAP used for preparing the County's comprehensive annual financial reports. The three differences are as follows:

a. Encumbrances are considered the equivalent of expenditures rather than the GAAP required reservation of fund balance.

b. Grant revenues are not budgeted and are accounted for on a modified cash basis rather than an accrual basis.

c. The Sheriff's Auxiliary fund which must be reported under GAAP and in the County's Comprehensive Annual Financial Report (CAFR) is not included in the budget.

1-6. Budget Calendar. The County annually prepares a calendar which outlines all dates pertaining to the operational budget and capital improvements plan. No later than July 31st a date specific budget calendar is established for the subsequent fiscal year and submitted to the Board of Supervisors for approval.

1-7. Budget Preparation. All departments and agencies, excluding the School Board, will submit their requested budget to the County Finance Department and County Administration by a date and format established by the County Administrator, with the requested budget providing detail as to personnel, operating and capital requests, including five year capital improvement program requests.

a. County Boards and Other Organizations

(1) The Social Services Board shall approve the departmental budget request of their organization prior to submission to the County Administrator.

(2) The School Board Superintendent submits a recommended budget to the School Board. Upon approval, the School Board will submit the request to County Administration and the Board of Supervisors not later than the last day of February.

b. The County Administrator will present to the Board of Supervisors at their first meeting in February, a proposed budget, which includes proposed expenditures and capital outlay, and a means of financing the expenditures, for the fiscal year commencing July 1, contingent upon adequate knowledge of anticipated state and federal funding levels.

c. A series of budget work sessions will be scheduled with the Board of Supervisors to provide detailed information on budgetary issues.

d. Not later than December of each year, the Planning Commission shall review the Proposed Five Year Capital Improvements Program (CIP) and provide a recommendation on the subsequent year's CIP to the Board of Supervisors.

e. A consolidated public hearing on the budget and CIP shall be held no later than seven days prior to budget adoption, unless the Board of Supervisors chooses to select an alternate date or timeline.

(1) In compliance with Virginia State Code 15.2-2506 public hearing notices shall be advertised at least seven days prior to the public hearing date.

(2) If significant issues arise in which greater time is needed for the formulation of proposed budgets by the School Superintendent, County Administrator or Board of Supervisors, the budget preparation calendar can be extended upon approval of the Board subject to Virginia State Code 15.2-2503. "The governing body shall approve the budget and fix a tax rate for the budget year no later than the date on which the fiscal year begins."

1-8. Budget Adoption

a. Not less than one week following the public hearing, the Board of Supervisors shall adopt a balanced budget and five-year capital improvements program.

b. The budget is legally enacted through adoption of an appropriations resolution for all governmental and proprietary fund types with the resolutions appropriating budget balances by fund.

c. Although legal restrictions on expenditures are established at the fund level, effective administrative control over expenditures is maintained through the establishment of more detailed line-item budgets.

d. At all times the County will maintain compliance with the Code of Virginia in appropriating, advertising public notices, ordinance changes, requests for bond referenda and any other legal restrictions imposed upon localities.

1-9. Budget Adjustments. Departments and agencies are required to operate their budgets within the total dollars appropriated. Departments shall not overspend the bottom line total. It is understood that occasionally in the management of their departmental budget, department directors will need to transfer funds within the respective department; stipulations for the transfers are noted below. Budget authorization levels are classified in three tiers for all non-education funds and are also described below.

a. Department Heads are authorized to:

(1) Transfer within their departmental operating budget categories; transfers from personnel categories or capital categories exceeding \$1,000 require County Administrator approval.

(2) Transfers between two departments require approval of both department heads and the County Administrator.

(3) Transfers into personnel categories require County Administrator approval.

b. The County Administrator or designee is authorized to:

(1) Transfer within departmental budget categories of personnel, operating and capital.

(2) Transfer up to \$10,000 per month between departmental budget categories and/or departments and related capital projects.

(3) Transfer contingencies to departmental and/or capital budgets up to \$10,000 per topic or issue involving need for such reserve funding, with the exception of Board of Supervisors and Grant Contingencies, both of which require BOS action and approval.

c. The Board of Supervisors approval is needed for:

(1) All transfers not otherwise addressed in this Policy.

(2) Any supplements that increase the total adopted budget.

(3) Any supplements that increase the total revenues for any of the education funds, upon prior approval of the School Board.

(4) All supplements requiring Board of Supervisors approval that have been initiated by the Social Services department must have the Social Services Board approval prior to submission to the County.

(5) Per the Code of Virginia 15.2-2507, any additional appropriation(s) which increases the total budget by more than 1% of the total expenditure budget for that fiscal year is required to be advertised for a public hearing at least seven days prior to the Board of Supervisors' approval of such appropriation; with such advertisements authorized by the County Administrator, unless the County Administrator deems such request for advertisement should require Board of Supervisors approval.

1-10. Re-appropriation of Balances (Carryovers)

a. Appropriations lapse on June 30, for all unencumbered budget items other than capital projects and grants.

b. All outstanding encumbrances, both operating and capital, as of fiscal year-end shall be automatically re-appropriated to the subsequent fiscal year to the same department and account for which they were encumbered in the previous fiscal year.

c. All capital reserve appropriations shall be automatically re-appropriated to the subsequent fiscal year to the same department and account for which they were originally appropriated.

d. All unencumbered balances for capital projects shall remain appropriations until the completion of the capital project or until the Board of Supervisors, by appropriate resolution, changes or eliminates the appropriation.

e. All supplemental appropriations approved within a fiscal year for a specific purpose or project shall be automatically re-appropriated to the subsequent fiscal year and utilized to complete original purpose or project as identified in the board action

f. External school funding shall be re-appropriated to the subsequent fiscal year upon receipt of approval by the funding agency. School administration is required to notify the county Finance Department of such approval no later than August 30th of the subsequent fiscal year in which the funding is to be re-appropriated. This excludes the local general fund appropriation, which requires the school board or superintendent of schools to submit a formal request for carryover to the Board of Supervisors.

d. Those amounts necessary for the continuation of unencumbered operating projects or services may be requested by departments, amended by the County Administrator and adopted, with any changes, by the Board of Supervisors to be re-appropriated to the budget of the next fiscal year. Such requests for re-appropriation shall be for specifically defined projects that could not reasonably be started prior to June 30.

Chapter 2

ACCOUNTING & FINANCIAL REPORTING

2-1. Purpose

a. The County of Fluvanna and its governing body, the Board of Supervisors, is responsible to the County's citizens to carefully account for all public funds, to manage County finances wisely and to plan for the adequate funding of services desired by the public, including the provisions and maintenance of facilities.

b. This policy will establish clear and consistent guidelines to ensure financial stability, enhance short-term and long-term financial creditability to achieve high credit and bond ratings, and address the accounting methods utilized in the different fund types for revenues, expenditures, assets, liabilities and net assets (fund equity).

2-2. Standards. The County will adhere to and maintain a high standard of accounting practices in conformance with:

- Generally Accepted Accounting Principles (GAAP)
- Government Accounting Standards Board (GASB)
- Financial Accounting Standards Board (FASB)
- Code of Virginia

2-3. Reporting

a. The County will engage an independent firm of Certified Public Accountants (CPA) to perform an annual financial and compliance audit according to Generally Accepted Auditing Standards (GAAS).

b. All activities for which the County exercises oversight responsibility are incorporated into the financial statements to form the reporting entity.

c. Year-end financial statements shall be formulated based upon accounting standards.

d. A Comprehensive Annual Financial Report (CAFR) will be prepared at the conclusion of the County audit.

e. The County will annually seek the GFOA Certificate of Achievement for Excellence in Financial Reporting.

f. Monthly financial statements shall be distributed to the Board and County Administrator by the end of preceding month.

2-4. Fund Accounting

a. Accounts are organized on the basis of funds, each of which is considered to be a

separate accounting entity.

A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. (National Council on Governmental Accounting, Statement 1)

b. Governmental funds use the modified accrual basis of accounting. Modified accrual basis of accounting and current financial resources measurement focus defines when revenues and expenditure are recognized in the financial statements.

(1) Revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. The criteria to identify availability is collectible within the current period or soon enough thereafter (usually 60 days after fiscal year ends) to pay liabilities.

(2) Expenditures are recognized for goods and services when the liability is incurred.

(3) In applying this general principal, there are several important distinctions for governmental funds:

(a) Depreciation and amortization are not recorded as expenditures, nor are long-term liabilities.

(b) Accrued interest expense is not recorded on debt service up to the date of the fiscal year-end.

(c) Inventory including materials and supplies are expenditure at the time of purchase.

(d) Expenditures extending over more than fiscal year are expense in the period during which they were acquired. They do not have to be allocated between the fiscal years to which they relate.

c. Accrual basis of accounting will be followed by the proprietary fund types. Revenues recognized when earned and expenses recognized when incurred.

d. Fund types and accounts groups are used by the County

(1) General Fund – The general fund is the primary operating fund of the County. This fund is used to account for all financial transactions and resources except those required to be accounted for in another fund. Revenues are derived primarily from property and other taxes, state and federal distributions, licenses, permits, charges for services and other income. A significant part of the General Fund's revenues is used principally to finance the operations of

the School Board. General fund includes Social Services, Federal, State, and Local Grants, and Drug Forfeiture.

(2) Capital Fund – Capital improvement fund are used to account for financial resources to be used for the acquisition or construction of major capital facilities, other than those financed by proprietary funds. Capital improvement fund consist of the General Government and School Improvement projects.

(3) Debt Service Fund – The debt service fund is used for the payment of principal and interest on all loans, leases, and general obligations. The County's debt service fund is exclusive of School Fund for budgeting purposes, but is consolidated in the CAFR. For external reporting, the debt service is included in the General Fund.

(4) Enterprise Fund – Proprietary funds are used to account for operations that are financed and operated in a manner similar to private business enterprises. The measurement focus is upon the determination of net income. The County's proprietary fund type includes the Enterprise Funds, which are used to account for the acquisition, operation, and maintenance of governmental facilities and services which are primarily supported by user charges. The operations of Community Programs (Parks & Recreation), Landfill, Utility (Sewer), and Fork Union Sanitary District (FUSD) are accounted for and reported as Enterprise Funds.

(5) Discretely Presented Component Unit – The Fluvanna County School Board is an elected board. The School Board is responsible for the operations of the County's School System and is fiscally dependent upon the County. The School Board adopts an annual budget for the schools and submits an appropriation request to the Board of Supervisors. The Board of Supervisors can accept or modify the appropriation request with the adoption of the annual County budget.

2-5. Capital Assets

a. Capital assets shall be capitalized for cost greater than \$5,000 and a useful life of five years.

b. Expenditures considered capital assets are:

- Land or rights to land;
- Buildings;
- Additions to or renovations of buildings that add value to the building, improve it, or extend its useful life;
- Improvements to land other than buildings that add value to the land or improve its utility;
- Equipment, vehicles, and furnishings, as well as additions to or refurbishing of capital equipment;
- Intangibles;
- Construction in progress; and
- Infrastructure.

c. Valuation of Capital Asset includes:

- (1) Actual cost of the item itself; and
- (2) Any ancillary costs incurred that are necessary to place the asset in its intended location and condition ready for use. Examples of ancillary costs are freight and transportation charges, site preparation, professional fees, and legal claims.

2-6. Non Capitalized Assets

- a. Items of small value may have a relatively long life such as shovels, tool boxes, scissors, etc. should be classified as supplies.
- b. Routine maintenance or repair, anything normal or necessary, does not add value to capital asset or materially extend the life of the capital asset should be charged to departmental budget maintenance or supply line item.

2-7. Approval Requirements. Capital assets are subject to the County's procurement policy and guidelines except for purchases of technology or related equipment. Technology or related items shall pass through the Director of Information Technology and County Administrator.

2-8. Depreciation

- a. Capital assets shall be depreciated over the estimated useful life of the asset using the straight-line method as follows:

<u>Assets</u>	<u>Years</u>
Buildings and infrastructure	40 to 50
Building improvements	30 to 40
Water and sewer system	20 to 50
Fire trucks and buses	10 to 15
Vehicles, office and computer equipment	5 to 10

- b. Capital assets acquired during the fiscal year will be depreciated in the fiscal year of acquisition.
- c. Capitalization of interest costs, in the enterprise funds, will be performed when the interest costs are material in relation to total enterprise fund expenses and fixed assets.

2-9. Donated Assets and In-Kind Contributions

- (1) Assets received by donation are recorded at its estimated fair value at the time of acquisition by the County.
- (2) Level of authority to accept donated assets and in-kind contributions:

- Department head for items below \$2,500;
- County Administrator for items between \$2,500 and \$25,000: or
- Board of Supervisor for items greater than \$25,000.

2.10. General Ledger Entries

a. Journal Entries

(1) Journal entries (JE) are designated in the Bright Accounting software (BAI) as source type JE.

(2) JEs are manual entries into BAI.

(3) They are entered throughout the fiscal year for reclassifying revenue, correcting an automatic posting for revenue or expenditures, or entering financial information not posted through payroll, accounts payable, treasury, or utilities modules for example proceeds for indebtedness or stop payment fee.

(4) All JEs are posted or reviewed by the Director of Finance. JEs may be posted by Finance department staff to correct or reclassify an item. Documentation generated by BAI and supporting documentation for the creation of the entry and explanation for entry is maintained by month and fiscal year. A list of JEs is printed by query on a monthly basis from BAI as a listing and guide to the documentation.

(5) JE's greater than \$250,000 will require signature by the County Administrator, except for School expenditures.

b. Adjusting Entries

(1) Adjusting entries (AE) are designated in the BAI as source type AE.

(2) AEs are manual entries into BAI.

(3) They are entered after the general ledger has been closed for the fiscal year. An example of AEs would be auditor's adjusting entries. An AE will be manually entered into BAI system for closed fiscal year; the system will recognize the entry and apply it into current fiscal year, if there's an impact.

(4) All AEs are posted by the Director of Finance. Any AE proposed by the auditors must be reviewed and approved by Finance Director before entry.

(5) AE's greater than \$50,000 will require signature by the County Administrator.

2.11. Disbursements

a. Void Checks

(1) Checks are voided by the Finance Department in order to maintain control and processing through BAI.

(2) If it is determined that a check needs to be voided, it is sent directly to a Senior Finance Assistant with an explanation.

(3) Senior Finance Assistant will void check in BAI.

(4) Void checks are forward to the Treasurer's Office each month around the 25th.

b. Stop Payments

(1) Notify the Finance Department to place a stop payment on check. Verification will be made with Treasurer that the check has not cleared the bank. The check is voided and re-issue through the accounts payable system.

(2) Treasurer is responsible for placing stop payments on checks with the bank.

(3) A stop payment fee will be charged to the department placing the stop payment order by journal entry.

c. Wire Transfers

(1) Electronic fund transfers (EFT) will be the preferred method of payment for debt service to ensure timely payment by due date in order for the County to retain use of their funds until that date. The use of electronic fund transfers standardizes payment streams, reduces credit and liquidity risk, provides a complete audit trail, improves efficiency, and reduces loss of the use of funds.

(2) Wire transfers will be initiated by a Wire Transfer form and signed by the Director of Finance, County Administrator, and Treasurer.

(3) Treasurer is responsible for issuing the wire transfer with the bank. A signed copy of the Wire Transfer form is returned to Finance.

(4) Senior Finance Assistant enters the disbursement into Accounts Payable as a manual check.

d. Vendor Refunds

(1) Cash refunded from a vendor because of returned goods; services paid for, but not used; or for overpayments for goods or services.

(2) Departments should request cash refunds, if they do not expect any further business with a vendor.

(3) Cash refunds are recorded on Revenue Transmittal and Pay-In-Voucher using the Master Dept. Code of RFND for Expenditure Refunds.

**Cash refunds should be recorded as revenue regardless when the expenditure was made.

e. Credit Memos

(a) Credit memo will be applied to current invoice due to the vendor.

(b) If no invoice is currently due to the vendor, the credit memo will remain in the department until a future invoice is paid to the vendor.

(c) Credit memos should be properly documented and attached to invoice for payment.

Chapter 2
Form

Wire Request Form

Date of Wire:

Amount of Wire: \$

Wire Instructions: Bank

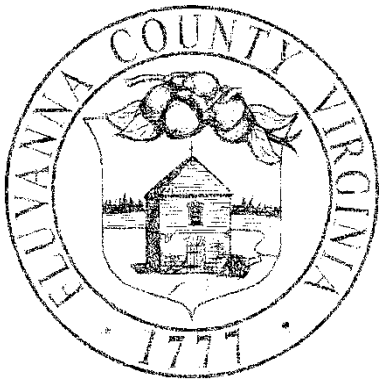
ABA#

Credit A/C

Ref:

Acct#

Internal Accounting Coding:



Signed: _____ **Date:** _____
Director of Finance

Signed: _____ **Date:** _____
County Administrator

Signed: _____ **Date:** _____
Treasurer

FLUVANNA FINANCE

Chapter 3

ACCOUNTS PAYABLE

3-1. Purpose. This policy describes the responsibilities and guidelines for processing expenditures incurred and disbursed for Fluvanna County. Accounts payable are invoices for goods and services rendered to the County for payment. The term, *invoice*, refers to the original vendor prepared bill that must be submitted for payment. By paying invoices in a timely and accurate manner, the County maintains good relationships with the business community. The accounts payable process ensures that expenditures by the County are for the intended purposes as authorized in the budget by the Board of Supervisors and accurately posted to the general ledger.

3-2. Responsibilities

a. Department Heads

- (1) Approving invoices for payment.
- (2) Coding invoices to the appropriate budget line item that corresponds to the expenditures.
- (3) Submitting invoices to the Finance Department in a timely and accurate manner along with any supporting documentation.
- (3) Requesting new expenditure categories as needed for proper coding.

b. Finance Department

- (1) Receiving invoices from departments.
- (2) Reviewing invoices for proper coding and compliance with budget.
- (3) Processing invoices for payment.
- (4) Assigning expenditure codes to newly requested line items.
- (5) Disbursing payments to vendors.

c. County Administrator. Responsible for authorizing payment of the accounts payable registers.

d. Treasurer. Responsible for authorizing accounts payable registers to be paid from the bank.

e. Board of Supervisors. Responsible at the first meeting of each month to record by resolution and vote the ratification of the accounts payable paid in the prior month.

3-3. Prompt Payment Act

a. The prompt payment act through the Virginia Public Procurement Act (§ 2.2-4347 through § 2.2-4356) requires that payments be remitted to vendors within 30 days of the receipt of the:

- (1) Vendor's invoice, or
- (2) Purchased goods or services, whichever is later.

b. Most payments to outside vendors are covered by the Act. However, some vendor payments including subscriptions, honorariums, memberships, and postal supplies are not covered by the Act. Departments should allow 5 working days (one week) before the payment due date for the Finance Department to process transactions.

(1) For vendor payments made by check, the postmark date shall be deemed the payment date.

(2) For vendor payments made using electronic wire, the bank settlement date is deemed the payment date. This is the date the funds are deposited in the vendor's bank account.

c. The State Corporation Commission (SCC) rules for utility payments supersede the prompt payment guidelines. The SCC rules require payment of utility invoices within 20 days from the date the invoice is prepared. This rule conflicts with the prompt pay rule for making payments 30 days after the receipt of the invoice. In some cases, the SCC rule reduces the time available for making payment by as many as 18 days. If payments are not received by the due dates, the utility company automatically adds the late charges to the account.

(1) When paying a utility invoice, code and approve the bill immediately upon receipt of invoice and submit to Finance Department.

d. Sometimes disputes occur concerning the purchase of goods and services. When a dispute occurs, the 30-day time period does not start until the dispute is resolved. The disputes can be either:

- (1) A disagreement concerning the quality or appropriateness of the received goods or services; or
- (2) Damaged or inoperative goods.

e. When a dispute occurs, the actions should be documented on the invoice or supporting documentation for audit review.

3-4. Internal Control. The policy and procedures should be adhered to in order to ensure the segregation of duties between the preparation and entry of accounts payable transactions and the

approval and release of payments.

3-5. Records Retention. Original expenditure documents are to be maintained on file for five years.

3-6. Receipt of Invoices

a. Invoices are received by either Accounts Payable in the Finance Department or the Department that initiated the transaction. If the invoice is received by the Accounts Payable, the invoice is forwarded to the initiating department.

b. Payments are made only from original invoices. In cases where an invoice has been lost, an invoice has been faxed, or only a copy of the invoice exists and has not previously been paid, the initiating department must authorize payment through a Payment Voucher and attach the invoice copy.

c. A department receiving an invoice that does not have an invoice number must generate an invoice number in order to maintain a tracking system to avoid submitting duplicate invoices for payment.

d. Statements are listings of outstanding invoices and are never used to process payments. Statements are a tool to determine if there are discrepancies between our records and the vendor's records.

3-7. Department Responsibilities for Invoices

a. Each department is responsible for verifying the calculations and accuracy of invoices for payment.

(1) Comparison of quantities billed on the invoice with quantities listed on the purchase order or price quote form and shown on packing slips (receiving documents).

(2) Comparison of prices, discounts, and terms with those specified on the purchase order or price quote form.

(3) Proof of clerical accuracy of the invoice with respect to extensions, footings, and deductions of discounts.

b. Authorized Signatories - Each department on a fiscal year basis, when personnel change, or personnel job duties change is required to provide the Finance Department with an Authorized Signatories Form. This form is signed by those individuals who are delegated the authority to approve expenditure documents and release disbursement transactions to the Finance Department. The Department Head must sign the Department Authorized Signatories Form.

c. Submission of Invoices

(1) Departments must stamp vendor's invoices and complete the lines with customized stamp furnished by the Finance Department.

- Manually code the account line item to be charged with the Fund #, Major #, Object #, and amount for data entry.
- Sign and date.

(2) Each invoice needs to have a machine date and time stamped when submitted to the Finance Department.

d. The initiating department is responsible for adhering to the County's procurement policy and procedures for purchases. Approvals are required on invoices.

(1) All invoices require authorized signatures from the department.

(2) If the amount is more than \$5,000, Department Head approval is required.

(3) If the amount is more than \$10,000, County Administrator approval is required.

e. The invoice and any receiving documents including packing slips are attached and forwarded to the Finance Department for payment.

f. If the initiating department is purchasing services or goods of a vendor not previously paid, the initiating department must have vendor/contractor complete and submit an IRS form W-9, Request for Taxpayer Identification Number to the Finance Department with the invoice. The IRS form W-9 obtains the vendor's correct taxpayer identification number, name, and address, and certify the type of business entity. Departments who fail to obtain or vendors who fail to provide a W-9 will delay payment pending receipt of form. Federal and State statutes require the County to obtain vendors taxpayer identification number, Code of Virginia, Section 2.2-4354 and IRS Code, Section 3406(a).

g. Reimbursement requests for travel expenses should be submitted on a Travel Expense Form to the Finance Department no later than seven (7) working days after returning from a job related trip.

3-8. Finance Department Responsibilities for Accounts Payable

a. Reviews the package, including invoice or voucher supporting documentation, coding, and compliance with budget lines and County policies, for completeness.

b. Checks for vendor number. If the vendor is new, a vendor account will be set up per the W-9 and number assigned as appropriate.

c. Verifies that the required approvals have been obtained

d. If the package is deemed not complete in accordance with this policy, the Finance

Department will take the following steps.

(1) Communicate by telephone or email to resolve the problem in the case of a minor problem such as an incomplete or misspelled name, incomplete address, invoice number, purchase order number or account number discrepancy.

(2) If required approvals have not been obtained, return the package to the Department with an explanation of the problem and proposed corrective action.

(3) If budget funds are not available or the budget has not been completed, return the package to the Department with an explanation of the problem.

(4) If funds have not been encumbered by purchase order, budget transfer has not been issued to cover expenditure, or problem cannot be resolved by telephone or email in time of deadline to process payment, return package to Department.

(5) Because of the time constraints involved in the check writing process, attempt to resolve problems in a timely manner so that the invoice does not delay the accounts payable cycle.

f. The data is entered into the computer system for generation of the checks, after review and correction or clarification of any information.

g. Director of Finance reviews edit reports and invoices for accounts payable prior to posting to the general ledger and printing of checks.

h. A resolution is prepared for approval by the County Administration or designee for payment of checks.

i. A resolution is prepared for authorization by the Treasurer for checks to be paid from the bank.

j. A resolution is prepared monthly along with a listing of accounts payable paid for ratification by the Board of Supervisors.

3-9. Manual Checks. When absolutely necessary, a manual check may be written. A request must be made in writing with the reason for a manual check to the Director of Finance for approval.

3-10. Check Writing Schedule. Invoices are generally paid twice a month. At the beginning of each fiscal year, a schedule will be distributed to Departments of the dates invoices are due for processing and checks will be released for payment.

3-11. Reclassification of Accounts Payable after Payment. If a Department determines that a paid invoice has been incorrectly coded and/or posted to a budget line item, the Department must prepare a *Cost Transfer* form to reclassify the cost and submit it to the Finance Department

within two (2) months of the date posted in the general ledger.

3-12. Fiscal Year End Cut-Off Procedures. At the end of March each year, fiscal year end cut-off procedures will distributed to Departments outlining deadlines for purchases and invoice payment schedule.

Chapter 3

Form

Payment Voucher

Chapter 3

Form

Authorized Signature Form

Chapter 3

Form

Cost Transfer Form

Chapter 4

PAY-IN VOUCHERS

4-1. Preparation and Disposition

a. The department director or his authorized agent in remitting money to the account of the County Treasurer shall prepare a pay-in voucher which shall be the only form used in remitting money to the account of the County Treasurer.

b. Pay-in Vouchers shall be prepared in quadruplicate.

c. The original and duplicate to be delivered to the County Treasurer together with the remittance.

d. The original and duplicate to be delivered to the County Treasurer together with the remittance.

e. A VALIDATED Duplicate COPY will be returned by the County Treasurer to be retained by the issuing department.

f. The third copy to be delivered to the department of finance by the department at the time of the remittance.

g. The fourth copy will be held in suspense by the department, awaiting the validated copy signifying process completion.

4-2. Required Elements

a. Amount

b. Source from which the money accrued

c. Fund into which it is paid

d. Complete description of the funds origin and receipt

e. Numbered consecutively.

f. Issued to the budget units by the department of finance, which shall record the numbers issued to each department.

g. The head of each department shall be held accountable for each form so issued and the recorded deposits.

Chapter 5

CHECK SIGNING

5-1. Procedures

a. Checks are processed by the Finance Department and forwarded to the Treasurer's Office for signatures.

b. Checks are required to have all the proper documentation attached to the checks to be signed, including a warrant control sheet showing the check number, payee and dollar amount. The sheet that shows the batch and the amounts that will affect the general ledger must also be attached.

c. The Treasurer's Office will total the checks to be sure that the total on the warrant control sheet and the checks issued are the same.

d. County Administrator or Assistant County Administrator signature must be included on the documentation indicating approval of the checks.

e. Checks presented with changes/corrections to the name or amount will not be signed.

f. The Treasurer's Office has the authority to refuse to sign checks without the proper signatures or documentation.

g. All voided checks must be delivered to the Treasurer's Office to be properly identified in the general ledger as a voided check. It is important that this procedure is followed in the same month the checks are voided.

h. The Treasurer is responsible for placing all stop payments on checks through the bank.

i. Payment for vouchers/bills will not be remitted by phone, giving the county's account number or check number. **ALL VOUCHERS/BILLS MUST BE PAID BY A COUNTY CHECK WITH PROPER SIGNATURES. NO ONE EXCEPT THE TREASURER HAS THE AUTHORITY TO GIVE OUT THE COUNTY BANK ACCOUNT NUMBER TO A VENDOR OR APPROVE A VOUCHER/BILL BY PHONE OR WIRE.**

Chapter 6 FUND BALANCE

6-1. Purpose. The purpose of this policy is to establish:

- The components of General Fund Balance;
- A minimum for unreserved-undesignated fund balance;
- The fund balance of other funds and the impact on the General Fund; and
- Compliance with this policy.

6-2. Background

a. Fluvanna County desires to maintain the financial operations of the County in a manner consistent with sound financial management principles which require that sufficient funds be retained by the County to provide a stable financial base at all times.

b. An adequate fund balance level is an essential element in both short-term and long-term financial planning, and serves to mitigate current and future risks (revenue shortfalls and unanticipated expenditures), sustain operations during economic downturns, and enhance creditworthiness.

c. Through the maintenance of sufficient levels of fund balance, the County can help stabilize funding for operations, stabilize taxes and fees, and realize cost savings in issuing debt.

6-3. Fund Balance Components

a. General Fund – This fund is the County’s general operating fund, which accounts for all governmental activities unless required to be accounted for in another fund.

b. Fund Balance – The difference between assets and liabilities reported in governmental funds. It serves as a measure of financial resources available for current operations. It is divided into two elements: reserved and unreserved.

(1) Reserved Fund Balance – This is the portion of financial resources that have been restricted for specific uses such as legal or grants. Reservations are often set by those outside the government such as State and federal agencies and can only be spent for those established purposes.

(2) Unreserved Fund Balance – This is the portion of the fund balance that is available for spending. Unreserved fund balance is divided into two components: designated and undesignated.

- Unreserved-Designated Fund Balance – These funds represent intended uses of financial resources including those specifically reserved by the Board of Supervisors for a future need, revenues recognized in advance of matching

expenditure, funding of subsequent budget, and re-appropriation of prior year balances. Designations are tentative and the Board of Supervisors can change the designation of these funds for other uses.

- Unreserved-Undesignated Fund Balance – These funds represent the remainder of the County’s equity in the General Fund. This is the portion of fund balance that has not been reserved or designated for other uses; therefore, it is available to spend in future periods.

6-4. Fund Balance Requirements – General Fund

a. Unreserved-Undesignated

(1) The unreserved-undesignated fund balance shall be at least 12% of Governmental General Fund Revenues and Component Unit – School Board Operating Revenues at the end of each fiscal year.

(2) Twelve percent (12%) is identified as the minimum amount needed to safeguard the County’s financial stability, and as one component in maintaining a high bond rating.

(3) This would be the minimum fund balance to meet ongoing expenditure obligations for County and Schools.

b. Unreserved-designated shall be established at an amount equal to 1-11.3.b(2)(a).

c. Contingency

(1) The County will maintain Board and Personnel contingency lines in the general fund to pay for needs caused by unforeseen emergencies, including unanticipated expenditures of a nonrecurring nature, or to meet unexpected small increases in service delivery cost.

(2) These contingency lines shall be budgeted at least 0.5% of governmental general fund expenditures.

6-5. Fund Balances – Other Funds

a. Capital Projects Fund

(1) Designation shall be made for projects made with issuance of bond proceeds.

(2) Designation shall be made for proffers which present a timing difference between recognition of revenue and subsequent use of funds.

(3) Any balances for unreserved-designated capital projects are held in the General Fund until funds are used. Cash transfers are made from the supporting operating fund for projects when funds are expended.

b. School Fund

(1) The School Fund does not maintain a fund balance.

(2) General Fund is the primary support for the School Fund. In the event revenue shortfalls occur, the General Fund may be impacted. The unreserved-undesignated fund balance requirement established for the General Fund takes this liability into account.

c. Enterprise Funds

(1) The County currently has four Enterprise Funds:

- Landfill
- Utility (Sewer)
- Fork Union Sanitary District (FUSD)

(2) These operations are intended to be self-supporting. As such, the charges for services should be adjusted to cover any deficits.

(3) In the event of deficits, the Board of Supervisors may approve a loan or gift to cover the deficit from the General Fund. The preferred method for providing supplemental funding shall be that of a loan accompanied by an appropriate repayment schedule. However, particular circumstances may warrant supplemental funding in the manner of a gift from the General Fund. The unreserved-undesignated fund balance requirement established for the General Fund takes this liability into account.

6-6. Policy Compliance

a. Fund balances shall be evaluated during the annual budget process. It shall be the goal of the Board of Supervisors to adopt a budget that maintains the requirements established herein.

b. Fund balance policy will be reviewed and reported to Board of Supervisors at least annually in conjunction with the development of the operating budget and upon any significant amendments made to the budget throughout the fiscal year.

c. No appropriation from Unreserved-Undesignated Fund Balance for recurring operational expenditures shall be made unless a plan for permanent funding of such expenditures is also approved at the time of appropriation.

d. In the event Unreserved-Undesignated Fund Balance is required to be drawn below the 12% requirement due to an emergency, such as natural disaster or due to severe economic circumstances, the County Administrator will present to the Board of Supervisors a plan and timeline to restore the Unreserved-Undesignated Fund Balance to its minimum level established herein.

e. All fund balances shall be invested in such instruments as deemed appropriate by the County Treasurer, and unless otherwise specified, investment revenue shall accrue to the General Fund.

Chapter 7

DEBT MANAGEMENT

7-1 Purpose. To establish parameters and provide guidance governing the issuance, management, continuing evaluation of, and reporting on all debt obligations issued by the County of Fluvanna, and to provide for the preparation and implementation necessary to assure compliance and conformity with this policy.

7-2. Objectives. A debt policy addresses the level of indebtedness the County can reasonably expect to incur without jeopardizing its existing financial position and to ensure the efficient and effective operations of the County and to address capital infrastructure requirements to meet the increasing needs of its citizens. The costs of these requirements will be met through the issuance of various types of debt instruments.

7-3. Delegation of Duties. The County Administrator or designee will be responsible for policy implementation and oversight. This individual will monitor and enforce Fluvanna County's compliance with this policy.

7-4. Purposes and Uses of Debt. Bond proceeds should be limited to financing the costs of planning, design, land acquisition, buildings, permanent structures, attached fixtures or equipment, and movable pieces of equipment, such as fire engines, or other costs as permitted by law.

7-5. Types of Debt. The laws of the Commonwealth of Virginia authorize the issuance of debt by the County. Identified below are various types of debt instruments the County may issue.

a. Bond Anticipation Notes

(1) The County may issue Bond Anticipation Notes (BANs) in expectation of General Obligation Bonds or Revenue Bonds when cash is required in order for the financed capital project to be initiated or continue or when long-term markets do not appear appropriate on a given date, but have a clear potential for improvement within 12 months.

(2) The County will issue BANs for a period not to exceed three years.

(3) BANs should not be rolled over more than 1 additional two-year period.

b. Revenue Anticipation Notes

(1) The County's Fund Balance is designed to provide adequate cash flow to avoid the need for Revenue Anticipation Notes (RANs) through the establishment of designated and undesignated fund balances sufficient to maintain required cash flows and provide reserves for unanticipated expenditures, revenue shortfalls and other specific uses.

(2) The County may issue RANs in an extreme emergency beyond the County's

control or ability to forecast when the revenue source will be received subsequent to the timing of funds needed.

(3) The County will issue RANs for a period not to exceed the one year period permitted under the Constitution of Virginia, Article VII Section 10.

c. General Obligation Bonds

(1) The Constitution of Virginia, Article VII Section 10, and the Public Finance Act provide the authority for a County to issue General Obligation (GO) Debt with no limit on the amount of GO Debt that a County may issue.

(2) The County may issue GO Debt for capital projects or other properly approved projects.

(3) All debt secured by the general obligation of the County must be approved by the Board of Supervisors and a public referendum, with the exception of Virginia Public School Authority (VPSA) Bonds and State Literary Fund Loans which do not need approval by referendum.

d. VPSA Bonds and State Literary Fund Loans

(1) School capital projects may be constructed with debt, either through VPSA bonds or State Literary Fund Loans, with preference given to accessibility and interest rates.

(2) Approval of the School Board is required prior to approval by the Board of Supervisors.

e. Revenue Bonds

(1) The County may issue Revenue Bonds to fund enterprise activities, such as water and sewer utilities, or for general government including capital projects and school projects which will generate a revenue stream.

(2) The bonds will include written covenants which will require that the revenue sources are sufficient to fund the debt service requirements.

(3) Costs of issuance, debt service reserve funds and capitalized interest may be included in the capital project costs and thus are fully eligible for reimbursement from bond proceeds.

f. Capital Acquisition Notes and Leases

(1) The County may issue short-term notes or capital leases to purchase buildings, machinery, equipment, furniture and fixtures.

(2) For school related capital acquisition notes and leases, approval of the School Board is required prior to approval by the Board of Supervisors.

(3) The applicability of capital leases, as opposed to operating leases, for assets planned to be acquired will initially be determined during the budget process with further reviews performed during the bid process and awarding of contract for the capital asset.

(4) For purposes of establishing a threshold for Board of Supervisors approval, the final maturity of the capital lease should not exceed the estimated useful life for capital assets in the Capital Improvements Program.

g. Moral Obligation Debt

(1) The County may accept a moral obligation for the payment of debt incurred by other agencies and agree to pay debt service when revenues of agencies may prove insufficient to cover debt service.

(2) Payment of moral obligation debt service will be done when the best interest of the County is clearly demonstrated.

(3) While such moral obligation support does not affect the debt limit of the County, the amount of bonds issued with the County's moral obligation should be controlled in order to limit potential demands on the County.

(4) There is no legal obligation, but the County is placing its good name and reputation on the line and there is every expectation that the County would make good any deficiencies when a default exists.

7-6. Project Life. Debt financing will be used for major, non-recurring items with an economic value lasting at a minimum of five years.

7-7. Refunding and Refinancing Bonds

a. Refunding is a procedure whereby an issuer refinances an outstanding bond issue by issuing new bonds. The advantages to refunding are 1) to reduce the issuer's interest costs, or 2) to remove a burdensome or restrictive covenant imposed by the terms of the bonds being refinanced.

b. Annually, and more frequent, if market conditions dictate, a review of all outstanding debt issuances will be performed by the County and financial advisor to determine possible refunding opportunities available.

c. As a general guideline, the issuance of refunding bonds shall occur if the present value of debt service savings (net of all issuance costs and any cash contribution to the refunding) exceeds three (3) percent of the debt service amount of the refunded bonds and/or the net present value of future savings warrants such refunding.

d. If there is not a net present value savings, bonds can be refunded to remove burdensome bond covenants or restructure the stream of debt service payments.

7-8. Restrictions on Debt Issuance

a. Prohibited Uses. The County will not fund current operations from proceeds of borrowed funds. The County will confine long-term borrowing and capital leases to capital improvements, projects, or equipment that cannot be financed from current financial resources.

b. Limitations on Maturity. The maximum maturity of any debt will not exceed the expected useful life of the project for which the debt is issued.

c. Statutory Limitations. All debt/obligations require approval and appropriation of the proceeds by the Board of Supervisors.

7-9. Debt Service Limitations - General Fund Revenue

a. The ratio of governmental fund debt service expenditures as a percent of total governmental fund operating revenues should not exceed 12%.

b. This ratio shall include debt and capital lease obligations of the general government, schools, and other debt for which the primary source of payment is revenue of the general fund.

c. This ratio will be measured annually.

7-10. Outstanding Debt Limitations - Assessed Value

a. Debt as a percentage of assessed value will not exceed 3.5 percentage.

b. This ratio measures the relationship between County's tax-supported debt to the taxable value of property in the County.

c. It is an important indicator of the County's ability to repay debt, because property taxes are the source of the County's revenue used to repay debt.

d. The smaller the ratio indicates that the County is better able to withstand possible future economic downturns and continue to meet its debt obligations.

7-11. Characteristics of Debt Structure

a. Repayment Provisions. To the extent possible, the County will design the repayment of its overall debt so as to recapture rapidly its credit capacity for future use. The County will strive to structure a financing schedule and repayment of debt on a level payment plan after initial wrap up and/or construction period.

b. Maturity Guidelines. Bond maturities shall not exceed the useful life of assets

purchased with the proceeds.

c. Debt Service Fund. Debt service reserves funds and other funds as required by bond covenants shall be established and monitored annually to ensure continued compliance with bond covenants, County policies, and Federal and State regulations.

d. Investment of Bond Proceeds. Investment of bond proceeds shall at all times be in compliance with County's Deposits and Investment Policy and meet all requirements of bond proceed covenants. All issuances subject to arbitrage constraints shall be monitored by the Director of Finance and have arbitrage liability calculations performed in a timely manner.

7-12. Debt Issuance Process

a. Sale Process. The County will generally conduct financings on a competitive basis. However, negotiated financings may be used due to market volatility or the use of an unusual or complex financing or security structure.

b. Professional Services. The County employs outside financial specialists to assist it in developing a bond issuance strategy, preparing bond documents, and marketing bonds to investors. The key players in the County's financing transactions include its financial advisor and bond counsel, the underwriter (on a negotiated sale), and County representatives (the Director of Finance and the County Administrator, among others). Other outside firms, such as those providing paying agent/registrar, trustee, auditing, or printing services, are retained as required. The financing team meets at least annually to review the overall financing strategy of the County and make recommendations to the Board of Supervisors.

(1) Financial Advisors. The County shall procure the services of a financial advisor through a request for proposal (RFP) every five years. These services shall be utilized throughout the year to monitor existing debt for refunding opportunities, assist in selection of underwriting services, monitoring compliance with debt policy, providing oversight during a debt issuance process, and providing other financial advisory services, as needed.

(2) Underwriting Services. The County shall procure underwriting services either through a competitive or negotiated sales method, based upon the nature of the bond sale and input of the financial advisor.

(3) Bond Counsel. The County shall procure bond counsel either through a competitive or negotiated sales method, based upon the nature of the bond sale and input of the financial advisor.

c. Bond Rating Goals. The County will strive to obtain a bond rating in the future in order to minimize borrowing costs and preserve access to credit. A bond rating will influence the cost of debt issuance and reduce interest costs to the County's taxpayers.

d. Disclosure. The County shall adhere to a policy of full disclosure in every annual financial report and financing official statement/offering document.

(1) The County will maintain good communications with agencies to inform them about the County's financial position by providing them the County's Comprehensive Annual Financial Report (CAFR) and Adopted Budget.

(2) The County will follow the National Federation of Municipal Analysts and Government Finance Officers Association policy of full continuing disclosure.

(3) The County will disclose the preceding ten fiscal year's debt ratios in the CAFR.

(4) The County will disclose an estimate of the subsequent five fiscal year's debt ratios in the Adopted Budget with an analysis of the impact.

(5) The County will annually prepare and adopt a multi-year Capital Improvements Program to identify and establish an orderly plan to meet the County's infrastructure needs with all debt-related projects and the corresponding debt service impact upon the General Funds of the County identified.

7-13. Debt Service Payment Settlement Procedures

a. Principal and interest for the fiscal year according to the financing schedule will be budgeted separately in debt services fund. The general fund will transfer revenue to cover the debt service expenditures. Principal and interest will be paid in a timely manner in accordance to due date and posted to the general ledger.

b. Whenever possible, the trustees/fiscal agents/paying agents invoice the County for debt service payments a minimum of 30 days prior to the due date.

c. Electronic fund transfers (EFT) will be the preferred method of payment to ensure timely payment on payment due dates in order for the County to retain use of their funds until that date. The use of electronic fund transfers standardizes payment streams, reduces credit and liquidity risk, provides a complete audit trail, improves efficiency, and reduces loss of the use of funds.

Chapter 8

INVESTMENT PROGRAM

(Adopted by the Board of Supervisors on October 15, 2008, unless otherwise noted.)

8-1. Purpose. To define the parameters and guidelines for investment of Fluvanna County funds that typically reside in one or more of the primary accounts for Fluvanna County – the General Fund, the Capital Projects Fund, and the Debt Service Fund. The objectives for these three accounts and the manner in which funds in them are invested shall at all times be in compliance with the Code of Virginia, specifically Title 2.2, Chapter 45 – Investment of Public Funds Act.

8-2. General Fund Investments

a. **Purpose.** The funds held in the General Fund are used by the Treasurer’s Office for the regular operations of Fluvanna County. Funds held in the General Fund shall be invested in a manner to provide for the daily liquidity required to manage these operations.

b. **Objectives.** The investment of funds in the General Fund shall be executed in order to achieve the following objectives:

- Preserve capital.
- Maintain sufficient liquidity to ensure daily cash availability for withdrawals.
- Maximize return on investment while maintaining an acceptable level of investment risk.

c. **Investment Guidelines.** All investments made in the General Fund shall adhere to the following permissible investments and constraints:

(1) All investments must be permissible under the Code of Virginia, Chapter 45 - Investment of Public Funds Act.

(2) To achieve the objectives of this policy the list of investments permissible under the Code of Virginia are further constrained by the following:

- No mortgage related assets. This includes asset-backed securities that are collateralized by mortgages.
- All securities must have an average life of less than 5 years.
- The minimum credit rating on any security must be Aa3 by Moody’s or AA- by S&P. Split ratings where either Moody’s or S&P is less than Aa3 or AA- are not permitted.

- No equity investments of any kind.

8-3. Capital Projects Fund Investments

a. Purpose. The purpose of the Capital Projects Fund is to segregate funds that are designated for specific capital projects. This Fund may or may not be utilized by the Treasurer's Office. Funds for capital projects may also be held in the General Fund. Funds held in the Capital Projects Fund may have different liquidity requirements than the funds held in the General Fund, and therefore may be invested in a different manner.

b. Objectives. The investment of funds in the Capital Projects Fund shall be executed in order to achieve the following objectives:

- Preserve capital.
- Cash flows of investments shall be optimized to match the cash flow needs of designated capital projects.
- Maximize return on investment while maintaining an acceptable level of investment risk.

c. Investment Guidelines. All investments made in the Capital Projects Fund shall adhere to the following permissible investments and constraints:

(1) All investments must be permissible under the Code of Virginia, Chapter 45 - Investment of Public Funds Act.

(2) To achieve the objectives of this policy the list of investments permissible under the Code of Virginia are further constrained by the following:

- No mortgage related assets. This includes asset-backed securities that are collateralized by mortgages.
- The minimum credit rating on any security must be Aa3 by Moody's or AA- by S&P. Split ratings where either Moody's or S&P is less than Aa3 or AA- are not permitted.
- No equity investments of any kind.

8-4. Debt Service Fund Investments

a. Purpose. The purpose of the Debt Service Fund is to segregate funds that are designated for the payment of interest and principal on long-term debt obligations of Fluvanna

County. This Fund may or may not be utilized by the Treasurer's Office. Funds for capital projects may also be held in the General Fund. Funds held in the Debt Service Fund may have different liquidity requirements than the funds held in the General Fund, and therefore may be invested in a different manner.

b. Objectives. The investment of funds in the Debt Service Fund shall be executed in order to achieve the following objectives:

- Preserve capital.
- Cash flows of investments shall be optimized to match the cash flows required to provide for payment of interest and principal on debt obligations.
- Maximize return on investment while maintaining an acceptable level of investment risk.

c. Investment Guidelines. All investments made in the Debt Service Fund shall adhere to the following permissible investments and constraints:

(1) Permissible Investments - All investments must be permissible under the Code of Virginia, Chapter 45 - Investment of Public Funds Act.

(2) To achieve the objectives of this policy the list of investments permissible under the Code of Virginia are further constrained by the following:

- No mortgage related assets. This includes asset-backed securities that are collateralized by mortgages.
- The minimum credit rating on any security must be Aa3 by Moody's or AA- by S&P. Split ratings where either Moody's or S&P is less than Aa3 or AA- are not permitted.
- No equity investments of any kind.

8-5. Reporting. To monitor the investments and investment managers of Fluvanna County, the following information will be provided to the Treasurer's Office on a monthly basis:

a. Detailed list of holdings, broken down by investment sector, which includes the following pieces of information for each security held:

- Security Description
- Par Amount
- Market Value
- Percent of Total Portfolio Market Value
- Price
- Coupon

- Maturity
- Yield to Maturity (or Average Life if no maturity)
- Effective Duration
- Credit Rating (both Moody's and S&P ratings)

b. Monthly Performance Report. This report is for monitoring the performance of the funds in each account and should include the following:

- The total return of each investment portfolio and the portfolio's performance benchmark.
- The benchmark for the General Fund shall be the 3-month Treasury Bill.
- The benchmarks for the Capital Projects Fund and the Debt Service Fund shall be determined based on the nature of the investments in the fund at any given time.
- The performance time periods provide the manager of each portfolio are for 1 month, 3 months, fiscal year-to-date, 1 year, 3 years, and 5 years. Periods greater than 1 year are annualized.

c. Market Analysis. This is a written commentary about the current state of the market, particularly as it pertains to the type of investments made by Fluvanna County.

Chapter 9

FIXED ASSETS

9-1. Capital Assets

a. Classification Criteria. Capital assets shall be capitalized for cost greater than \$5,000 and a useful life of five years or more.

b. Capital Asset Expenditures

- Land or rights to land;
- Buildings;
- Additions to or renovations of buildings that add value to the building, improve it, or extend its useful life;
- Improvements to land other than buildings that add value to the land or improve its utility;
- Equipment, vehicles, and furnishings, as well as additions to or refurbishing of capital equipment;
- Intangibles;
- Construction in progress; and
- Infrastructure.

c. Capital Asset Valuation

(1) Actual cost of the item itself and any ancillary costs incurred that are necessary to place the asset in its intended location and condition ready for use.

(2) Examples of ancillary costs are freight and transportation charges, site preparation, professional fees, and legal claims.

9-2. Non-Capitalized Assets

a. Items of small value may have a relatively long life such as shovels, tool boxes, scissors, etc. should be classified as supplies.

b. Routine maintenance or repair, anything normal or necessary, does not add value to capital asset or materially extend the life of the capital asset should be charged to departmental budget maintenance or supply line item.

9-3. Approval Requirements. Capital assets are subject to the County's procurement policy and guidelines except for purchases of technology or related equipment. Technology or related items shall pass through the Director of Information Technology and County Administrator.

9-4. Depreciation

a. Capital assets shall be depreciated over the estimated useful life of the asset using the straight-line method as follows:

<u>Assets</u>	<u>Years</u>
Buildings and infrastructure	40 to 50
Building improvements	30 to 40
Water and sewer system	20 to 50
Fire trucks and buses	10 to 15
Vehicles, office and computer equipment	5 to 10

b. Capital assets acquired during the fiscal year will be depreciated in the fiscal year of acquisition.

c. Capitalization of interest costs, in the enterprise funds, will be performed when the interest costs are material in relation to total enterprise fund expenses and fixed assets.

9-5. Donated Assets and In-Kind Contributions

a. Assets received by donation are recorded at its estimated fair value at the time of acquisition by the County.

b. Level of authority to accept donated assets and in-kind contributions:

- (1) Department head for items \$2,500 or less.
- (2) County Administrator for items \$25,000 or less.
- (3) Board of Supervisor for items greater than \$25,000.

Chapter 10

CAPITAL RESERVE MAINTENANCE FUND

(Adopted by BOS on January 18, 2017)

10-1. Purpose. To provide funding support for ongoing, special, and unexpected maintenance and repair of Fluvanna County government and Fluvanna County Public School buildings, supporting infrastructure, and equipment.

10-2. Policy. Funds accumulated in the capital reserves are designated for planned and unplanned maintenance, repair, and renovation (MRR) projects. In addition, capital reserve expenses are for projects:

a. Costing up to \$50,000; higher cost projects meeting other CRM funding criteria may also be submitted for Board consideration;

b. Not funded in the adopted Capital Improvements Program (CIP) or in the requesting department's current operating budget; and

c. That meet one or more of the following criteria:

- Ongoing facility or equipment maintenance requirements
- Repairs required due to weather-related events
- Unexpected facility repairs or replacements
- Failure of equipment after warranty expiration but before expected lifecycle
- Non-recurring projects
- Projects that require initiation prior to the completion of the annual budget cycle
- Insurance deductible costs for a capital asset that has been damaged
- Other one-time, minor capital projects

10-3. Procedure

a. CRM funding requests will be submitted using the "Capital Reserve Maintenance Fund Request" form to the County Administrator via the Director of Finance.

b. The Finance Director and County Administrator will review requests and make recommendations for approval/disapproval based on this policy.

c. The County Administrator shall forward CRM requests, with his recommendations, to the Board of Supervisors for their review and action at an appropriate meeting, which may be on the Consent Agenda or otherwise.

Chapter 10

Capital Reserve Maintenance Fund Request Form

Capital Reserve Maintenance Fund Request

Chapter 11

VOLUNTARY CONTRIBUTIONS PROGRAM

(Approved by BOS August 7, 2013)

11-1. Purpose. The purpose of the Fluvanna County Voluntary Contributions Program is to allow individuals the opportunity to directly support designated County and School programs and services that are important to them. Making a Voluntary Contribution is an easy and reliable way for individuals to support the program of their choice.

11-2. Policy

a. Department/Agency Designations. The money donated is guaranteed to go where directed. 100% of each voluntary contribution will go to the department/agency selected.

(1) Donated funds will be available for use by the designated department or agency after it is appropriated by the Board of Supervisors.

(2) Motions for appropriation of voluntary contributions will be presented to the Board of Supervisors at the second January and second July Board meetings each year.

(3) Receiving departments or agencies will be able designate the budget line(s) to which the voluntary contributions are to be applied (generally books, supplies, or equipment, etc.).

b. Voluntary Contributions are Tax-Deductible. While donations to third parties may not be, those made directly to the County for public purposes are tax deductible. (Deductibility can depend on individual financial circumstances, so if you are making a donation for tax purposes, please consult your personal tax advisor.)

c. Minimum Contribution Amount. Due to processing costs, the minimum voluntary contribution amount is \$10.00. Contributions of less than \$10.00 will be returned to the donor.

d. Separate Payment Required. When paying by check, a separate check is required to ensure funds are deposited and assigned to the correct designated organization. In other words, you cannot combine a voluntary contribution and a personal property or other payment on one check.

11-3. Procedures

a. Designated Departments/Agencies. Contributions can be designated for any one of the six department/agencies noted below.

(1) County Government General Fund

(2) Fluvanna County Public Schools (FCPS)

- (3) Parks and Recreation Department
- (4) Social Services Special Welfare Fund
- (5) Sheriff's Department
- (6) County Library

b. Making a Donation. Donations can be made in several ways:

- (1) By cash or check payment directly at the Treasurer's Office.
- (2) By check mailed to the Treasurer's Office.
- (3) Online by either personal check or credit/debit card at www.fluvannacounty.org.

Note: There is a third-party Convenience Fee charged for donations made online.

c. Voluntary Contribution Information and Forms. Information explaining the program and contribution forms **may** be available through the following options:

- (1) On the County website
- (2) On the Fluvanna County Public Schools website
- (3) At the County Treasurer's Office
- (4) At Fluvanna County Public Meetings
- (5) In personal property bills
- (6) In real property bills not sent directly to a mortgage holder institution

Chapter 11

Voluntary Contributions Program Forms



County of Fluvanna Voluntary Contributions Program

Making a Voluntary Contribution is an easy & reliable way to support the program of your choice!

100% of your Voluntary Contribution goes to the department/agency you select – The money you donate goes to directly support the area you select after it is appropriated by the Board of Supervisors.

Voluntary Contributions are tax-deductible – While donations to third parties may not be, those made directly to the County for public purposes are tax deductible. (Deductibility can depend on individual financial circumstances, so if you are making a donation for tax purposes, please consult your tax advisor.)

Online Contributions – You can donate by personal check or credit card at www.fluvannacounty.org.

Questions or Comments? Contact the County Administrator's office at (434) 591-1910.

VOLUNTARY CONTRIBUTION FORM

HOW TO MAKE A CONTRIBUTION: Complete and return this form in person or by mail to the County Treasurer's Office, at 34 Palmyra Way, P.O. Box 299, Palmyra, VA 22963. Checks should be made payable to **County of Fluvanna**.

Your Contribution: \$ _____ <i>Minimum Contribution Amount is \$10.00</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center;">I want my Voluntary Contribution to support <i>(check one only)</i>:</th> </tr> <tr> <td style="width: 5%; text-align: center;"><input type="checkbox"/></td> <td style="width: 45%;">County Government General Fund</td> <td style="width: 5%; text-align: center;"><input type="checkbox"/></td> <td style="width: 45%;">Fluvanna County Public Schools</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Parks and Recreation Department</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Social Services Special Welfare Fund</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Sheriff's Department</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>County Library</td> </tr> </table>	I want my Voluntary Contribution to support <i>(check one only)</i> :				<input type="checkbox"/>	County Government General Fund	<input type="checkbox"/>	Fluvanna County Public Schools	<input type="checkbox"/>	Parks and Recreation Department	<input type="checkbox"/>	Social Services Special Welfare Fund	<input type="checkbox"/>	Sheriff's Department	<input type="checkbox"/>	County Library
I want my Voluntary Contribution to support <i>(check one only)</i> :																	
<input type="checkbox"/>	County Government General Fund	<input type="checkbox"/>	Fluvanna County Public Schools														
<input type="checkbox"/>	Parks and Recreation Department	<input type="checkbox"/>	Social Services Special Welfare Fund														
<input type="checkbox"/>	Sheriff's Department	<input type="checkbox"/>	County Library														

Your Name:	Phone Number:
Mailing Address:	

*** Please Note: Voluntary Contribution checks must be separate from any other payments ***



County of Fluvanna Voluntary Contributions Program

<i>Your Voluntary Contribution is being returned to you by the Treasurer's Office for the following reason(s):</i>	
<input type="checkbox"/>	Contribution is below the \$10.00 minimum required for processing.
<input type="checkbox"/>	No department or agency is designated for your contribution.
<input type="checkbox"/>	Donations can only be accepted for the departments/agencies listed on the contribution form.
<input type="checkbox"/>	Other –

Online Contributions – You can also donate online by check or credit card at www.fluvannacounty.org.

Questions or Comments? Please contact the County Treasurer's office at (434) 591-1945.

Chapter 12

CAPITAL IMPROVEMENTS PROGRAM (CIP)

(Adopted by BOS on January 18, 2017)

12-1. Purpose. The Capital Improvements Program (CIP) is a five-year plan that prioritizes and provides a funding mechanism for large-scale capital infrastructure improvements for Fluvanna County and Fluvanna County Public Schools. The CIP is an integral part of the County's overall budget. See Virginia Code Sec. 15.2-2239.

12-2. Policy

a. Capital Projects. A capital project is one that requires a minimum expenditure of \$50,000 (see Fleet Vehicle exception in 12-2b below), has a useful life span of ten years or more, and meets one or more of the following criteria:

(1) Provides for the acquisition or construction of any physical facility, including both real and personal property, for the community, to include consultant or professional services related to acquisition or construction;

(2) Provides for the acquisition of equipment for any physical facility when first constructed or acquired;

(3) Provides for the ongoing acquisition of major capital equipment or systems, e.g., computer technology, radio systems;

(4) Provides for the acquisition of land or an interest in land;

(5) Provides for the acquisition of facilities for County-owned public utilities.;

(6) Funds expenditures, including additions to existing facilities, that increase the square footage or value of a facility; or

(7) Fund expenditures for major maintenance or replacement projects on existing facilities.

b. Fleet Vehicles. Funding for individual fleet vehicle replacements below the normal \$50,000 threshold shall also be included in the CIP.

c. Other Capital Outlays

(1) Individual maintenance, repair and replacement (MRR) projects not meeting the Capital Projects criteria above are not presented as separate CIP projects. Such MRR projects are approved and funded individually through the Capital Reserve Maintenance Fund (CRMF) program.

(2) Overall funding for both the County and Schools CRMF programs is provided through the annual CIP process.

12-3. Benefits of Capital Improvement Programming.

a. The CIP is a means of implementing the recommendations of the County's Comprehensive Plan, but proposed projects are not limited to those listed in the plan. Projects pertaining to the renovation, maintenance and/or construction of public facilities, equipment purchases and land acquisition for public use are included in the capital improvement program. All projects included in the CIP are classified in five categories: General Government Administration, Public Works, Public Safety, Community Services, and Education.

b. The current budget year of the Capital Improvements Program is called the Capital Budget, and funds are appropriated on an annual basis for projects in the CIP in the same manner as funds are appropriated in the County's annual operating budget. Those projects scheduled in the CIP for subsequent years are approved for planning purposes only and do not receive expenditure authority until they become part of the capital budget.

c. The CIP serves as a planning and implementation tool for the acquisition, development, construction, maintenance, and renovation of public facilities, infrastructure, capital equipment, and vehicles. Benefits of Capital Improvement Programming include:

- Fostering a sound and stable financial program over a five-year period given a set of revenue and expenditure assumptions based on current economic trends;
- Coordinating various County improvements so that informed decisions can be made and joint programs initiated among County departments in an effort to avoid duplication;
- Enabling private businesses and citizens to know when certain public improvements will be undertaken so they can plan more efficiently and effectively;
- Focusing on the goals and needs of the community through the provision of new facilities and infrastructure improvements;
- Evaluating annually the infrastructure needs of the County to provide for the public health and safety of the citizens of the County; and
- Providing a logical process for assigning priorities to the various projects based on their overall importance to the County.

COMMONWEALTH OF VIRGINIA DEPARTMENT OF THE TREASURY



GENERAL ACCOUNT INVESTMENT GUIDELINES Statement of Investment Policies and Goals

**Adopted by the Treasury Board
April 16, 2014
Effective April 16, 2014**

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OVERVIEW

The Commonwealth of Virginia, Department of the Treasury manages the General Account Investment Portfolio. These monies are comprised of funds collected and held for various fund groups including the General Fund of the Commonwealth.

This document sets forth the responsibilities of the Treasury and its investment managers relating to the implementation of the investment policy and asset strategy, and evaluation and review of investment performance and progress toward attaining goals.

State Treasury Policy

It is the policy of the State Treasurer to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all statutes governing the investment of public funds. Investments shall be made with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Treasury Objectives

The primary objectives, in priority order of the State Treasurer's investment activities shall be:

1. **Safety.** Safety of principal is the foremost objective of the investment program. Investments of the State Treasurer shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio.
2. **Liquidity.** The State Treasurer's investment portfolio will remain sufficiently liquid to enable it to meet all operational requirements which might be reasonably anticipated.
3. **Return on investment.** The State Treasurer's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account its investment risk constraints and the cash flow characteristics of the portfolio.

POLICY GUIDELINES

General Account Structure

In order to meet the primary objectives of the State Treasurer, the General Account will be divided into two major Portfolios a Primary Liquidity Portfolio and a Extended Duration and Credit Portfolio. The Primary Liquidity Portfolio, which will be internally managed by the Treasury Staff, is to be the major source for disbursement requirements and operational needs of the General Account. Safety of principal and liquidity at the expense of return on investment are the foremost objectives of this portfolio.

The objective of the Extended Duration and Credit Portfolio, which will be externally managed, is to generate an investment return, over the long-term, higher than the return on assets managed internally (Primary Liquidity Portfolio). To generate higher investment returns, it is recognized that additional interest rate risk and credit risk, within prudent constraints, must be assumed in the management of the Extended Duration and Credit Portfolio. To further control these risks, and to provide for sufficient management flexibility, the Extended Duration and Credit Portfolio may be structured into three sub-portfolios: a Short Duration Portfolio, an Intermediate Duration Portfolio, and an Long Duration Portfolio. **However, in seeking higher investment returns, the portfolio managers of the Extended Duration and Credit Portfolio will be cognizant of the Treasury objectives of safety of principal and liquidity.**

Asset Mix Policy

The Treasury's allocation targets for the overall General Account asset mix are:

Primary Liquidity Portfolio	75%
Extended Duration and Credit Portfolio	25%

The Treasury's allocation guidelines for the Extended Duration and Credit Portfolio are:

	<u>Target</u>	<u>Minimum</u>	<u>Maximum</u>
Short Duration Portfolio	20%	15%	40%
Intermediate Duration Portfolio	60%	30%	85%
Long Duration Portfolio	20%	0%	30%

The intent of the Asset Mix Policy is to increase the overall average maturity of the General Account Investment Portfolio to enhance the returns over the long-term. Deviations from the allocation targets for the General Account, and from the guidelines for the Extended Duration and Credit Portfolio listed below, may be made by the Treasury Investment Staff, when economic conditions or liquidity needs warrant, or when the Treasury Investment Staff determines that the aggregate deviation does not constitute a material departure from the spirit of the target allocation and the intent of the Treasury Board. The Treasury Investment Staff shall review the target allocations and guidelines at least annually.

Investment Guidelines and Restrictions

Authorized Investments

The primary objective of the State Treasurer's investment activities shall be, in priority order, safety of principal, liquidity and return on investments.

The State Treasurer is empowered by Sections 2.2-4500 et seq. of the *Code of Virginia* to invest in the following types of securities:

1. Obligations issued or guaranteed by the U.S. Government, an Agency thereof, or U.S. Government sponsored corporation. This includes Agency Mortgage Backed Securities (MBS). These securities can be held directly, in the form of repurchase agreements collateralized by such debt securities, and in the form of a registered money market or mutual fund provided that the portfolio of the fund is limited to such evidences of indebtedness.
2. Non-negotiable certificates of deposit and time deposits of Virginia banks and saving institutions federally insured to the maximum extent possible and collateralized under the Virginia Security of Public Deposits Act (VA SPDA).
3. Repurchase agreements collateralized with securities that are approved for direct investment as stated herein. The collateral on overnight or one day repurchase agreements is required to be at least 100% of the value of the repurchase agreement. Longer term repurchase agreements are required to have collateralization in excess of 100% and be marked to market on a daily basis.
4. Negotiable certificates of deposit, negotiable bank deposit notes and bankers acceptances of domestic banks and domestic offices of foreign banks.
5. Commercial paper issued by domestic corporations.
6. Corporate notes and bonds.
7. Municipal securities Taxable and tax-exempt municipal securities are permitted including; (i) of any state of the United States (ii) of any county, city, town, district, authority or other public body of the Commonwealth of Virginia, (iii) of any city, county, town or district situated in any one of the states of the United States provided, that they are the direct legal obligations of the city, county, town or district, and the city, county, town or district has power to levy taxes on the taxable real property therein for the payment of such obligations without limitation of rate or amount (per *Code of Virginia*).
8. Asset-backed securities and mortgage backed securities including Commercial Mortgage-Backed Securities (CMBS) and Collateralized Mortgage Obligations (CMOs). This includes all private label mortgage related securities.
9. Dollar denominated obligations of sovereign governments and companies that are fully guaranteed by such sovereign governments.

Credit Quality

The State Treasurer will in all cases place emphasis on securities of high credit quality and marketability. Holdings are subject to the following credit quality limitations at time of purchase.

1. Negotiable certificates of deposit, negotiable bank notes and bankers acceptances. Negotiable certificates of deposit, negotiable bank notes and bankers acceptances of domestic banks and domestic offices of foreign banks must be rated P-1 by Moody's Investors Service and at least A-1 by Standard and Poor's for maturities of one year or less as defined by 2a-7. They must be rated at least Aa by Moody's Investors Service and at least AA by Standard and Poor's for maturities exceeding one year.
2. Commercial paper. Commercial paper notes of domestic corporations must be rated P-1 by Moody's Investors Service and at least A-1 by Standard & Poor's.
3. Corporate notes and bonds. Corporate securities must be rated at least A3/A- or equivalent, by two nationally recognized rating agencies, one of which must be either Moody's Investors Service or Standard & Poor's. However, each external investment manager may invest up to 10% of their portfolio in high quality corporate bonds with a rating of at least Baa2/BBB or equivalent, by two nationally recognized rating agencies, one of which must be either Moody's Investors Service or Standard & Poor's.
4. Municipal securities. Taxable and tax-exempt municipal securities must be rated at least A3/A- or equivalent, by two nationally recognized rating agencies, one of which must be either Moody's Investors Service or Standard & Poor's.
5. Asset-backed securities and mortgage related securities. Asset-backed securities, mortgage-backed securities including all private label mortgage related-securities, Commercial Mortgage-Backed Securities (CMBS) and Collateralized Mortgage Obligations (CMOs) must be rated Aaa/AAA by at least two nationally recognized rating agencies, one of which must be either Moody's Investors Service or Standard & Poor's.
6. Dollar denominated obligations of sovereign governments. Sovereign debt must be rated Aaa by Moody's Investor Service and AAA by Standard & Poor's.

Downgraded Securities (Out-of-Compliance)

Should a security fail to meet the required credit quality limitations after purchase (i.e. credit downgrades), the external manager shall notify the Treasury Investment Staff and the Investment Consultant in writing within one business day after the security fails to meet the credit quality limitations. Such security must then be sold within 30 calendar days, unless retention of the security is approved in writing by the Treasury Investment staff.

If a manager is allowed to retain an out-of-compliance security, the manager shall submit a monthly write-up to the Treasury Investment Staff and the Investment Consultant. The write-up must include the manager's rationale (both qualitative and quantitative) on why they believe the security should continue to be considered for an exception.

Diversification

The State Treasurer will diversify investments by security type and by issuer and the following shall apply:

1. The Primary Liquidity Portfolio will be diversified with no more than 4% of the value of the fund invested in the securities of any single issuer. This limitation shall not apply to securities of the U.S. Government, or Agency thereof, U.S. Government sponsored corporation securities, securities fully insured by the U.S. Government or securities fully guaranteed by the U.S. Government
2. The maximum percentage of the Primary Liquidity Portfolio in each eligible security type is limited as follows:

U.S. Treasury and Agency Securities	100%
Non-Negotiable Certificates of Deposit under VA SPDA	5%
Repurchase Agreements and/or Money Market Funds	50%
Negotiable Certificates of Deposit, Negotiable Bank Deposit Notes and Bankers Acceptances,	40%
Commercial Paper	35%
Corporate Notes	25%
Municipal Securities	10%
Obligations of Sovereign Governments	10%

3. Each individual portfolio within the Extended Duration and Credit Portfolio will be diversified with no more than 3% of the market value of the portfolio invested in the securities of any single issuer. This limitation shall not apply to securities of the U.S. Government, or Agency thereof, U.S. Government sponsored corporation securities, securities fully insured by the U.S. Government or securities fully guaranteed by the U.S. Government
4. The maximum percentage of each portfolio within the Extended Duration and Credit Portfolio in each eligible security type is limited as follows:

U.S. Treasury and Agency Securities	100%
Negotiable Certificates of Deposit and Negotiable Bank Deposit Notes	10%
Corporate Bonds/Notes	50%
Municipal Securities	10%
Asset-Backed Securities	
Short Duration Managers	20%
Intermediate & Extended Duration Managers	10%
Combined MBS, CMBS, CMO	
Short Duration Managers	
Total Mortgage-Backed Securities (MBS)	20%
Private Label Residential Mortgages	5%
Commercial Mortgage-Backed Securities (CMBS)	10%
Agency Collateralized Mortgage Obligations (CMOs)	10%
Intermediate & Extended Duration Managers	
Total Mortgage-Backed Securities (MBS)	50%
Private Label Residential Mortgages	5%

Commercial Mortgage-Backed Securities (CMBS)	10%
Agency Collateralized Mortgage Obligations (CMOs)	10%
Obligations of Sovereign Governments	10%
Money Market Funds (excluding transitional cash)	10%

5. All money market assets in the Extended Duration and Credit Portfolio shall be invested in a high quality short-term investment fund designated by the Treasury Investment Staff and made available by the General Account Master Custodian.

Prohibited Investments or Actions

1. Any security not strictly authorized above must be approved in advance, in writing, by the Treasury Investment Staff.
2. Futures, options, options on futures, margin buying, leveraging, and commodities. Forward trades are permitted as long as they are procured during normal "when issued" periods for individual markets and as long as cash is reserved or a security will mature to cover the purchase.
3. Securities with the ability to defer interest, securities with the ability to convert to perpetual maturities and 144A securities.
4. Inverse floaters, IOs, POs, CDOs and Z-tranche securities.

Duration Limitations

To the extent necessary, the State Treasurer will attempt to match investments with anticipated cash requirements. Additional funds will be invested at maturities determined to be most beneficial to the portfolio. The following duration limitations shall apply:

1. The maximum duration for any single corporate security may not exceed 15 years. The maximum duration for any single asset-backed security, Private Label Residential Mortgage, Commercial Mortgage-Backed Securities CMBS and Private Label and Agency Collateralized Mortgage Obligations (CMOs) may not exceed five years. In the event the duration subsequently exceeds these limits, the external manager shall notify the Treasury Investment Staff who shall determine whether the security should be sold. The maximum maturity on any single sovereign government obligation, excluding the U.S., may not exceed five years at the time of settlement. The maximum maturity on any negotiable certificate of deposit and negotiable bank deposit note may not exceed five years. For the Primary Liquidity Portfolio, the maximum duration/maturity for any single security is five years.
2. The target duration (years) for the Primary Liquidity Portfolio and each Extended Duration and Credit Portfolio, are as follows:

Target Duration

Primary Liquidity Portfolio	1.0 or less at the discretion of the CIO
Short Duration Portfolio	Benchmark
Intermediate Duration Portfolio	Benchmark
Long Duration Portfolio	Benchmark

3. The above target durations, coupled with the Asset Mix Policy previously described, are designed to establish a target duration of approximately 3.6 years for the Extended Duration and Credit Portfolio and a target of 1.7 years for the overall General Account. Extended Duration and Credit Portfolio Managers minimum and maximum duration around the benchmark is limited to $\pm 10\%$. The Asset Mix Policy and the target duration guidelines shall be reviewed at least annually by the Treasury Investment Staff, and modified as conditions warrant.

For purposes of this section, duration shall be defined as the industry standard effective duration as calculated by Bloomberg or other well established models available. In addition, for purposes of asset-backed securities and mortgage-backed securities, the prepayment assumptions to be used in the effective duration calculation will be the Bloomberg median prepayment assumptions or other well established models available. In the absence of a median prepayment assumption available in Bloomberg, the assumption to be used shall be that which provides the greatest principal protection to the portfolio.

Securities Lending

Securities lending will be performed for the General Account portfolio under an approved agreement and separate Securities Lending Policies and Guidelines. Net lending income will be added to the General Account income.

General Account Benchmarks

<u>Total General Account:</u>	Composite weighted 75% Primary Liquidity Portfolio benchmark, 25% Extended Duration and Credit Portfolio benchmark
<u>Primary Liquidity Portfolio:</u>	Treasury One-year Constant Maturity
<u>Extended Duration and Credit Portfolio:</u>	Composite weighted 20% Short Duration benchmark, 60% Intermediate Duration benchmark, 20% Extended Duration benchmark
<u>Short Duration Portfolio:</u>	Barclays Capital 1-3 Year Government/Credit index
<u>Intermediate Duration Portfolio:</u>	85% Barclays Capital Intermediate Government/Credit Index, 15% Barclays Capital MBS Fixed Rate Index.
<u>Long Duration Portfolio:</u>	Composite weighted 83% Barclays Capital Aggregate Bond Index, 17% Barclays Capital Long Government/Credit Index.

STANDARDS OF INVESTMENT PERFORMANCE

Performance results of the Primary Liquidity Portfolio shall be dollar-weighted. Performance results for the Extended Duration and Credit Portfolio, and for each individual portfolio component, shall be time-weighted and measured net of investment management fees.

STANDARDS OF INVESTMENT PERFORMANCE

Total General Account	Exceed the General Account benchmark by 13.5 basis points
Primary Liquidity Portfolio	Exceed the Primary Liquidity Portfolio benchmark by 10 basis points
Extended Duration and Credit Portfolio	Exceed the Extended Duration and Credit Portfolio benchmark by 24 basis points
	Underperformance should not exceed 50 basis points over a rolling 4 quarter period.
Short Duration Portfolio	Exceed the Short Duration Portfolio benchmark by 15 basis points
	Underperformance should not exceed 35 basis points over a rolling 4 quarter period.
Intermediate Duration Portfolio	Exceed the Intermediate Duration Portfolio benchmark by 25 basis points
	Underperformance should not exceed 50 basis points over a rolling 4 quarter period.
Long Duration Portfolio	Exceed the Long Duration Portfolio benchmark by 30 basis points
	Underperformance should not exceed 50 basis points over a rolling 4 quarter period.

REPORTING REQUIREMENTS

Treasury Responsibilities

The State Treasurer is charged with the responsibility of reporting to the Treasury Board on a monthly basis. These reports will include investment performance information, security holdings by manager, and security market values by manager. Additional information will be provided if deemed appropriate or if requested. Treasury Investment Staff will arrange for the Investment Consultant to present a quarterly performance review of each external investment portfolio including any out-of-compliance securities and any additional reporting deemed appropriate or requested. This Statement of Investment Policy & Goals shall be reviewed at least annually by the Treasury Investment Staff and, if appropriate, amended at such times as the Treasury Board shall determine.

Investment Manager Responsibilities

Each investment manager shall have the responsibility to:

1. Within 30 days of each month end, reconcile all transactions, market values, security holdings, and cash flows with the General Account Master Custodian and provide a written report to the Custodian, with a copy to the Treasury of all areas of discrepancy or disagreement with the Master Custodian.
2. Report monthly performance against the benchmarks established for the account by the fifth business day of the following month.
3. Provide quantitative quarterly performance attribution relative to the appropriate benchmark. Provide quarterly reports concerning investment strategy, including quantitative performance attribution based on interest rate risk, sector allocation and security selection. Provide an economic and investment outlook by the end of the following month.
4. Provide a monthly report that lists each out-of-compliance security and detailed rationale for continuing to hold and the targeted outcome.
5. Provide a quarterly accounting of any professional staff turnover that would impact this relationship. Any material event that has an impact on the ownership of the investment organization or the management of this account must be reported immediately to Treasury Investment Staff.
6. Attend an annual meeting with Treasury and Investment Consultant Staff to review the performance of the portfolio, current outlook and the investment policies and goals of the Commonwealth of Virginia General Account Investment Fund.

Appendix I

COUNTY OF FLUVANNA

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

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.

CASH ACCOUNT APPLICATION

I (We) would like to open a brokerage account with Multi-Bank Securities, Inc. to be carried by Pershing.
ACCOUNT INFORMATION (NOTE: ALL INFORMATION MUST BE COMPLETED.) PLEASE TYPE OR PRINT



MULTI-BANK SECURITIES, INC.®

Account Information	ACCOUNT NAME County of Fluvanna		SOC. SEC. OR TAX ID. NO. 546001282	
	BUSINESS ADDRESS PO Box 299 34 Palmyra Way		CITY Palmyra	STATE VA
			ZIP 22963	
	ATTENTION Linda Lenherr			
	BUSINESS PHONE +1 (434) 591-1930		MAIL TO (Check one) <input type="checkbox"/> Business	U.S. ENTITY <input checked="" type="checkbox"/> Yes
	FAX +1 (434) 591-1946		<input type="checkbox"/> Mailing	<input type="checkbox"/> No
			<input type="checkbox"/> P.O. Box	
MAILING ADDRESS (If different than Business Address)		CITY	STATE	ZIP
ATTENTION				
HAVE YOU GRANTED TRADING AUTHORIZATION TO ANOTHER PARTY? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Request Trading Authorization Form and provide name of agent _____				
Bank or Brokerage Reference	NAME OF FIRM County of Fluvanna		BRANCH AND ACCOUNT NUMBER	
Account Type	<input checked="" type="checkbox"/> CASH (Customer Agreement on reverse side of this application) <input type="checkbox"/> MARGIN (Request Margin and truth in Lending Agreements)			
	<input type="checkbox"/> LLC <input type="checkbox"/> Trust (Trustee Certification Required) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (Request Form) <input type="checkbox"/> Option <input checked="" type="checkbox"/> Other (Specify) <u>political subdivision of the commonwealth of VA</u>			
Investment Profile	INVESTMENT OBJECTIVE			RISK TOLERANCE
	<input type="checkbox"/> Income: An investment approach in which an investor generally seeks current income over time. <input type="checkbox"/> Long-Term Growth: An investment approach in which an investor generally seeks capital appreciation through buying and holding securities over an extended period of time. <input type="checkbox"/> Short-Term Growth: An investment approach in which an investor generally seeks short-term capital gains through buying and selling securities over a short period of time.			<input type="checkbox"/> Low <input type="checkbox"/> Medium <input type="checkbox"/> High
Service Instructions	WHEN SECURITIES ARE SOLD: <input checked="" type="checkbox"/> Hold Proceeds <input type="checkbox"/> Send Proceeds		DIVIDENDS <input checked="" type="checkbox"/> Hold <input type="checkbox"/> Send	
	WHEN SECURITIES ARE PURCHASED, THEY WILL BE HELD IN FIRM NAME _____		CONTACT YOUR BROKER FOR FREQUENCY OF "SEND" _____	
Municipal Bond Offerings	Official Statements: Municipal bond offering official statements are available electronically at: http://www.emma.msrb.org/			
	Are you interested in hard copy delivery of Municipal Bond Official Statements for this account? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Taxpayer Certification	TAXPAYER CERTIFICATION: Under penalties of perjury, I certify that:			
	<input type="checkbox"/> (1) the number shown on this form in Section III is my correct Social Security Number or Taxpayer Identification Number (or I am waiting for a number to be issued to me);			
	<input type="checkbox"/> (2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and			
	<input type="checkbox"/> (3) I am a U.S. citizen or other U.S. person (defined below).			
	CERTIFICATION INSTRUCTIONS: You must check item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. If you are an exempt payee (if you are unsure, ask us for a complete set of IRS instructions), write the words "Exempt Payee" here: _____ Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: (a) An individual who is a U.S. citizen or U.S. resident alien, (b) A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, (c) An estate (other than a foreign estate), or (d) A domestic trust (as defined in Regulations section 301.7701-7). The signature provided below is that of the primary account holder. Signature: _____ Date: _____			
Signatures	BY SIGNING THIS APPLICATION, I (WE) ACKNOWLEDGE THE FOLLOWING: (1) THAT, IN ACCORDANCE WITH PARAGRAPH #8 OF THE CUSTOMER AGREEMENT, I (WE) AGREE IN ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE WITH EACH OR BOTH OF US, (2) RECEIPT OF A COPY OF THE CUSTOMER AGREEMENT ON THE REVERSE SIDE OF THIS APPLICATION AND (3) THE INFORMATION PROVIDED ABOVE IS ACCURATE AND CORRECT.			
	SIGNATURE ▶		DATE	
For Office Use Only	ACCOUNT NO. RMB034794	INTRODUCING REP. SIGNATURE		REP. NO.
	VERIFIED <input type="checkbox"/> Yes <input type="checkbox"/> No	BRANCH MGR. APPROVAL		DATE

CUSTOMER ACCOUNT AGREEMENT

TO: Multi-Bank Securities (My Broker), and Pershing LLC (Pershing)

Pershing will be responsible for the following: (1) receiving and delivering customer funds and securities; (2) safekeeping customer funds and securities using **ordinary care** (while they are in Pershing's possession or control) in, which, for purposes of this document, ordinary care means the degree of care, which an ordinarily prudent and competent person engaged in the same line of business or endeavor should exercise under similar circumstances in accordance with the rules and regulations of the Securities and Exchange Commission and The Financial Industry Regulatory Authority and segregating such funds and securities as required by applicable law (3) preparing and transmitting to the customer confirmation of trades; and (4) preparing and transmitting to the customer account statements.

1. The client executing this Agreement agrees as follows with respect to the Account I have established with you for the purchase, sale or carrying of securities or contracts relating thereto and/or the borrowing of funds.
2. All transactions for my Account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market (and Pershing, if any) where executed.
3. The client executing this Agreement agrees that, in giving orders to sell, all "short" sale orders will be designated as "short," and all "long" sale orders will be designated as "long," and that the designation of a sell order as "long" is a representation on my part that I own the security, and if the security is not in your possession or if it is then impracticable to deliver the security to you forthwith, that I will deliver it as soon as possible.
4. Reports of the execution of orders and statements of my account shall be conclusive if not objected to within five days and ten days, respectively, after transmittal to me by mail or otherwise.
5. *Intentionally Omitted*
6. In consideration of your carrying my account with a Post Office Box Address, or your sending any mail to me in care of a third party, I hereby agree that "all correspondence of any nature whatsoever" sent to me in such address will have the same force and effect as if it had been delivered to me personally. I have listed my permanent address on the New Account Application.
7. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.
8. *Intentionally Omitted.*

9. Investment Objective Definitions: **Capital Preservation** - a conservative investment strategy characterized by a desire to avoid risk of loss; **Income** - strategy focused on current income rather than capital appreciation; **Growth** - investing in stocks with strong earnings and/or revenue growth or potential; **Speculation** - taking larger risks, usually by frequent trading, with hope of higher than-average gain. All strategies involve various types and levels of risk, the most common of which are market, credit, inflation, business and interest rate.
10. This Agreement and its terms shall be binding upon Client's successors, administrators, liquidator, receiver, trustee, assignee, custodian, conservator or other similar official ("successors"). In the event of Client's insolvency or bankruptcy whether or not any successors of its assets shall have qualified or been appointed, until Pershing and My Broker has written notice of Client's insolvency or bankruptcy Pershing and My Broker may continue to operate as though Client were solvent and not bankrupt and Pershing and My Broker may liquidate its Account WITHOUT PRIOR WRITTEN NOTICE TO OR DEMAND upon its successors. This Agreement shall inure to the benefit of Pershing's and My Broker's successors and assigns, whether by merger, consolidation or otherwise (and Pershing and My Broker may transfer Client's Account and this Agreement to any such successors and assigns) WITHOUT NOTICE. Client may not assign its rights or delegate duties under this Agreement without Pershing's and My Broker's consent.

To the extent
Consistent
with
applicable
law,

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional) RMB034794		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		

Employer identification number								
5	4	-	6	0	0	1	2	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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

TAB I

Meeting Date:	March 21, 2018				
AGENDA TITLE:	FY18 BOS Contingency Budget Transfer- Lake Monticello Volunteer Fire Department				
MOTION(s):	I move the Board of Supervisors approve a budget transfer for \$12,192.15 from the BOS Contingency budget to the Fire & Rescue budget for unexpected engine repairs for Lake Monticello Fire Department's 2006 Pierce Dash.				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		x			
STAFF CONTACT(S):	Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Rich Constantino, Chief, Lake Monticello Fire Department				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	<ul style="list-style-type: none"> • Lake Monticello's 2006 Pierce Dash Engine had a head gasket failure • This was not in the budget for FY18 • Lake Monticello Volunteer Fire Department is requesting the County cover the cost of the unexpected repair. 				
FISCAL IMPACT:	<p>The following FY18 budget changes will be made:</p> <ul style="list-style-type: none"> • Decrease: BOS Contingency - \$12,192.15 • Increase: Fire & Rescue, Lake Monticello Operations - \$12,192.15 • Current BOS Contingency budget is \$43,638.50 prior to this action 				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		x			

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB J

MEETING DATE:	March 21, 2018				
AGENDA TITLE:	Fluvanna County Public Schools Reallocation of FY14 Carysbrook Upper Elementary CIP funds				
MOTION(s):	I move to reallocate CIP funds from the completed Carysbrook Upper Elementary FY14 CIP project (\$107,909.87) to the current FY18 CIP to begin immediate roofing needs at Carysbrook Elementary initially planned for the FY20 CIP.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Don Stribling, Executive Director FCPS				
PRESENTER(S):	Don Stribling, Executive Director FCPS				
RECOMMENDATION:	Approval				
TIMING:	Current				
DISCUSSION:	<ul style="list-style-type: none"> ● The request of reallocating FY14 CIP funds is proposed as the most efficient and effective way to start addressing immediate roofing needs at Carysbrook Elementary that were initially planned for the FY20 CIP. ● Water is currently penetrating the roof systems gravel and insulated foam allowing water to come through the membrane into the school. <ul style="list-style-type: none"> ○ CURRENT REQUEST: Phase 1 (100 Hallway) \$132,000 - \$145,000. ● We are also working on RFP's for Phases 2-4 to complete the roof system. <ul style="list-style-type: none"> ○ extended warranties of 15+ years or longer ○ estimating \$325,000-\$400,000 for phases 2-4 ● The current estimates do not include the HVAC replacement component included in the CIP FY20 (\$1,300,000). 				
FISCAL IMPACT:	Reallocation of FY14 CIP Funds.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

TAB K

MEETING DATE:	3/21/18					
AGENDA TITLE:	LAND RECORDS MANAGEMENT CONTRACT					
MOTION(s):	I move the Board of Supervisors approve the term contract between Fluvanna County and Logan Systems, Inc., for Land Records Management Contract, totaling \$36,500 annually and further authorize the County Administrator to execute the agreement subject to the County Attorney 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; Tristana P. Treadway, Clerk					
PRESENTER(S):	Cyndi Toler, Purchasing Officer					
RECOMMENDATION:	Approve					
TIMING:	Routine					
DISCUSSION:	<ul style="list-style-type: none"> • Logan Systems has worked with the county since 1992 • Logan Systems currently supports and manages all of the office's land, judgment, financing statement, probate, and other record imaging and indexing data and provides security back-up for all of the data. <ul style="list-style-type: none"> ○ A daily back-up of data is made and sent offsite a location in Greensboro, North Carolina • Logan provides a total turn-key service that encompasses use of all hardware and software as well as training, maintenance and support of the indexing and digital systems in place • All upgrades are provided at no charge • There are no limits to the hardware or software support. Any problem, even one caused by misuse by the public or staff will remain the financial responsibility of Logan Systems. • Logan Systems writes its own application software, with input from customers. This allows for system customization at no additional charge. • Ability to convert older historical data to digital formats. Logan has completed the conversion of land records (both index and image) back to 1777 in Fluvanna County. • Logan maintains index data for land and will records dating back to the inception of the County, through the present. No other vendor can merge and manage this data due to data compatibility, proprietary data structures, and customized software systems. Switching systems at this time would be inefficient and a significant step back for the county. • Professional Services: The fee for the services provided by Logan Systems (excluding secure remote access and any conversion projects) will be a flat fee of \$2,541.67 per month (\$30,500.00 annually). <ul style="list-style-type: none"> ○ Traditional indexing of land, judgment lien dockets, UCCs, marriages, and wills/bonds; 					

	<ul style="list-style-type: none"> ○ The public retrieval system including automated indexing retrieval and the retrieval of all imaged documents; ○ Plat scanning for all current plats (does not include any back file conversions of plats); ○ Oversized plat printing; ○ Use of the complete scanning system for scanning land records and various other documents that are currently being scanned; ○ Creation of archival microfilm and transfer of the film (as required by law); ○ Long term data management; ○ Disaster recovery service; ○ Equipment repair and replacement; ○ Training and support ● Secure Remote Access Fee: Logan Systems will provide secure remote access services to the Clerk for a fee of \$500.00 per month (\$6,000.00 annually). ● Redaction Services: Logan Systems will provide redaction services at a fee not to exceed \$.037 per image processed. 				
FISCAL IMPACT:	<ul style="list-style-type: none"> ● Budgeted within Circuit Court Clerks budget 				
POLICY IMPACT:	NA				
LEGISLATIVE HISTORY:	NA				
ENCLOSURES:	Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	x		x		

COUNTY OF FLUVANNA, VIRGINIA

LAND RECORDS MANAGEMENT CONTRACT

This Land Records Management Contract (the “**Contract**”), is made this ____ day of _____, 2018 between the Fluvanna County, a political subdivision of the Commonwealth of Virginia (“**Fluvanna County**”) and the Fluvanna County Circuit Court Clerk, Tristana P. Treadway (the “**Clerk**”) (collectively Fluvanna County and the Clerk are referred to herein as the “**County**”), and Logan Systems, Inc., a North Carolina Corporation authorized to transact business in Virginia (“**Contractor**”).

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

I. SOLE SOURCE PROCUREMENT. The County requires a Contract for maintenance of its land records and related services. Many of the County’s land records are in a proprietary format that only the Contractor can access. For those reasons set forth in the sole source memorandum from the Contractor dated March 4, 2018, attached hereto as **Exhibit A** and incorporated herein by reference as a material part of this Contract, and upon a finding that there is only one source practically available for the services and that the Contractor’s fees for services are reasonable, the County is awarding this Contract to the Contractor as the only source practically available to provide the services described herein.

II. SCOPE OF SERVICES AND CONTRACTOR’S TERMS:

The Professional Services Agreement is attached hereto as **Exhibit B** and incorporated herein by reference in its entirety as a material part of this Contract.

All items provided and services rendered under this Contract shall be done in a good and workmanlike manner and so as to pass without exception in the trade.

II. COMPENSATION: The Contractor shall be paid in accordance with Section III of the attached **Exhibit B**. The Contractor shall submit an invoice to the County of Fluvanna monthly for services rendered the prior month. The Contractor will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work by the County of Fluvanna.” No invoice may be provided by the Contractor to the County until the items or services purchased have been delivered to, inspected by and accepted by the County. Notwithstanding the statements above regarding payments, the Contractor understands that its fees for service will be paid in whole or in part by funds in the Technology Trust Fund, and that delays in payments are acceptable if caused by delays in funding being made available in the Technology Trust Fund. If funding of the Technology Trust Fund is insufficient to pay the fee in full, Contractor agrees it will adjust its fees to equal the amount of Technology Trust Fund funding available. The County will not be required to make up the shortfall from general funds.

III. OTHER CONTRACT TERMS: The County’s General Terms and Conditions are attached hereto and incorporated by reference as **Exhibit C** as material provisions of this Contract. This Contract and the County’s General Terms and Conditions shall be read together whenever possible, however should a conflict arise between the provisions of this Contract and the County’s General Terms and Conditions, this Contract shall control.

IV. Term and Renewals: The term of this Contract shall be one year beginning on the 21st day of March, 2018 at 12:01 a.m. and terminating on the 20th of March, 2019 at 11:59 p.m. This contract shall renew at the option of the County in the County's sole discretion for four (4) additional one-year terms thereafter (the "Initial Renewal"). This Contract shall renew automatically annually during the Initial Renewal. The County may decline to renew this Contract during the Initial Renewal by notifying the Contractor in writing of its intent not to renew at any time prior to the start of the next renewal year.

The County, in its sole discretion, shall have the option to renew this Contract annually for five (5) additional years after the end of the Initial Renewal (the "Optional Renewal Term"). This would cover the services described in this Contract from March 21, 2023 through March 20, 2028. The Contract shall not automatically renew during the first year of the Optional Renewal Term. If the County would like to renew this Contract under this Optional Renewal Term, the County must notify the Contractor in writing prior to the end of the Initial Renewal. The Contractor will provide the services described in this Contract at prices no more than five percent (5%) higher than the Contract prices during the initial term. The Contractor will provide a quote for the services during the Optional Renewal Term at least thirty (30) days prior to the end of the Initial Renewal, at prices no more than five percent (5%) higher than the Contract prices during the initial term. The prices will be constant for all five (5) years of the Optional Renewal Term and shall be set forth in an addendum to this Contract. After the County exercises its option to renew under the Optional Renewal Term in an addendum to this Contract, the Contract shall renew automatically annually during the Optional Renewal Term. The County may decline to renew this Contract during the Optional Renewal Term by notifying the Contractor in writing of its intent not to renew at any time prior to the start of the next renewal year.

The Contractor represents and warrants during the initial term, the Initial Renewal and the Optional Renewal Term that the statements made in its sole source justification letter attached as Exhibit A are still true and correct and that no other source is practically available which can perform the services as stated therein. If such representation has changed or is no longer appropriate, then the Contractor within thirty (30) days or sooner if possible, shall notify the County in writing. If the Contractor believes that the sole source justification has only changed, it shall send a new written sole source justification letter for review and approval by the County. If a sole source justification is no longer appropriate in the County's sole judgment for any reason, then this Contract shall either (i) terminate at the end of the current annual term (including any renewal term) or (i) immediately upon notice to the Contractor of termination in the County's option.

V. Termination of Prior Agreement

This Contract replaces that Professional Services Agreement dated July 1, 2016 between the Clerk and the Contractor (the "Prior Agreement") a copy of which is attached hereto as **Exhibit D**. The County and the Contractor agree that the Prior Agreement shall terminate and be of no further force or effect as of March 21st, 2018 at 12:01 a.m. on the date that this Contract begins.

VI. 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 duplicate originals, any of which shall be equally authentic.

Witness the following duly authorized signatures and seals:

Logan Systems, Inc., a North Carolina Corporation authorized to transact business in Virginia

Fluvanna County, a political subdivision of the Commonwealth of Virginia

BY:_____

BY:_____

Print Name:_____

Print Name:_____

Title: _____

Title: _____

Date:_____

Date:_____

Fluvanna County Circuit Court Clerk

Tristana Treadway, Clerk of Court

Date:_____

Approved as to Form:

Fluvanna County Attorney

EXHIBIT A**MEMORANDUM**

TO: Fluvanna County

FROM: Craig Sanders
President
Logan Systems, Inc.

DATE: March 4, 2018

SUBJECT: Contract Agreement for Land Records Data Management Services

Current Contract Status

Logan Systems has been providing land record data management services to the Fluvanna County Clerk of Circuit Court office for more than twenty years. The Clerk and Logan Systems entered into a contract covering services from July 1, 2016 through June 30, 2019. I understand that it is your intent to terminate that agreement to more accurately comply with County procurement rules. In its place, you intend to execute a five year agreement. Logan Systems has offered to enter into such an agreement at our current prices for the entire term.

In the last agreement, Logan Systems added a right for the County to terminate for any reason by providing a notice of 30 days to Logan Systems. That term will be included in the new agreement. In addition, Logan Systems has agreed to add two more terms. The first limits our fees to the amount awarded each year through the Technology Trust Fund. Essentially, we are confirming that the County will not have to allocate separate funding for the land records data management system. The second offers an optional renewal term for five additional years at prices no more than five percent over the current pricing. Logan Systems will provide its current pricing at the time of the potential renewal, but it shall in no event exceed current prices by more than five percent. The agreement will not automatically renew. The County/Clerk must affirmatively choose to renew.

Sole Source Justifications**1. Turn-key Service**

The professional services that Logan Systems provides to the Clerk's office include all necessary hardware, software, training, and support. In essence, Logan Systems currently supports and

manages all of the office's land, judgment, financing statement, probate, and other record imaging and indexing data and provides security back-up for all of the data. A daily back-up of data is made and sent offsite to our location in Greensboro, North Carolina.

The business model adopted by Logan Systems is unique in that we provide a professional service arrangement, which no other vendor is known to provide. Under such an arrangement, Logan is not in the business of "selling," "leasing" or entering into a "lease-purchase" agreement with respect to its software and hardware. Such arrangements can result in financial and operational consequences due to equipment obsolescence. Instead, Logan provides a total turn-key service that encompasses use of all hardware and software as well as training, maintenance and support of the indexing and digital systems in place.

In addition to taking full responsibility for ensuring that all hardware and software remain functional, Logan is responsible for automatic upgrades (at no charge) to keep pace with technological advancements. Logan Systems recently upgraded the office to an enhanced search system that provided numerous additional search options. No additional fee was charged as a result of this upgrade. Logan provided training to both staff and public users on the new system as part of our service. Logan provides training to new employees for no additional fee as part of our service.

There are no limits to the hardware or software support. Any problem, even one caused by misuse by the public or staff will remain the financial responsibility of Logan Systems. So, if one of the servers stops working, Logan Systems will replace that server and reconfigure it at no cost to the County. We have made server and hardware replacements many times throughout our service relationship with the office. There have been no fees charged for this replacement hardware.

Logan Systems writes its own application software, with input from our customers. This allows for system customization at no additional charge. Further, local practices that are unique to this office can be built in, which results in greater customer service and customer acceptance of the systems. Typically, other vendors use "off the shelf" software with limited customization available. When the need arises, these other vendors cannot make system changes "on the fly." If system tailoring is needed, they also typically assess additional fees.

2. Imaged Index Technology

One of the main advantages of working with Logan Systems is our ability to convert older historical data to digital formats. Logan has completed the conversion of land records (both index and image) back to 1777 in Fluvanna County. Our software is unique in that we scan the older index books and write custom code to make the books easy to search for the public. Unlike competitors, we do not need to add the underlying book images (deed, will, etc.) into a relational database for retrieval. We leave the images in a format that can be accessed by book/page number. We are also able to integrate different format books into a single search system.

Another advantage of the scanning of these older records is a dramatic improvement in the disaster recovery protection. Prior to scanning, the only back-up was archival film at the Library of Virginia. This film would not have been immediately available in the event of a disaster. Further, any corrections made to the index or images after the initial microfilming would not have been

represented on the film. So, by digitizing this data, we captured the most recent copy of the records and we improved the time in which replacement records could be available to the office. Logan Systems can have disaster recovery copies of the data available to this office within 24 hours of the disaster. Given the importance of these records, that improved disaster recovery protection is a great value to the office and the citizens of the County.

To provide an idea of how the software and approach is viewed in our marketplace, several Clerk's offices have retained Logan to scan the older books and provide a separate retrieval system for the older indexing and imaging data. We understand that this is because our system is much easier to use than our competitors. This has been done for the following Supreme Court customers. Augusta County, Bedford County, and Isle of Wight County initially kept the separate systems, but they now have Logan for all land record services in the office, including day-forward activities. The City of Portsmouth, Halifax County, Mecklenburg County, and the City of Roanoke still have Logan as the historical system while using the Supreme Court for day-forward systems.

3. Other Logan Advantages

Logan's staff provides personal support and, unlike other vendors, does not expect customers to submit help-desk items through a faceless automated system. We provide a live person answering a toll-free number and trained technicians are available around the clock if needed. Logan only provides support for land and related record systems in the southeast and therefore we are uniquely positioned to satisfy the requirements of the office. Logan has numerous representatives with more than ten years of experience supporting Virginia Clerks of Court and two have more than twenty-five years of experience.

All support is unlimited.

All training is unlimited.

Logan maintains index data for land and will records dating back to the inception of the County, through the present. No other vendor can merge and manage this data due to data compatibility, proprietary data structures, and customized software systems. Switching systems at this time would be inefficient and a significant step back for your users and staff.

No other vendor offers index history merges of various required dates on demand and at no cost.

Other private vendors rely on sub-contractors for service. Logan Systems replaces equipment on a "same day" or "next day" basis instead of relying on sub-contractors.

Logan Systems offers multiple back-ups, including off site back-ups of our data. Furthermore, images are stored off-site in various data formats for archival backup purposes as well as to allow for future data migration.

Please do not hesitate to contact me should you need any additional information during your review process. I look forward to hearing from you soon.

EXHIBIT B - PROFESSIONAL SERVICES AGREEMENT

This service agreement between Logan Systems, Inc. (“Logan Systems”) and the Fluvanna County Clerk of Circuit Court (the “Clerk”) will become effective as of the date that the Contract to which this Exhibit B is attached. The respective parties may execute this agreement at different times, and one or both parties may execute after the effective date.

Pursuant to the terms outlined below, Logan Systems agrees to provide professional services to the Clerk for the management of the permanent land records maintained by the Clerk. The agreement is divided into three sections. The first outlines all general terms common to the services provided to the Clerk. The two remaining sections contain specific terms for the services provided and the respective costs of those services.

I. Common Terms

1. Term of the Agreement: This agreement shall cover all services described below provided by Logan Systems from July 1, 2016 through June 30, 2019.
2. Renewal Terms: If requested by the Clerk, Logan Systems shall provide the Clerk with renewal terms not less than ninety days from the expiration of the term of this agreement.
3. Services Provided: LSI provides a turnkey service that includes all necessary hardware, software, training and support. The services to be provided are explained in greater detail in Section II, below.
4. Future Software Upgrades: As the software currently provided by Logan Systems is improved or modified, the Clerk will be given the opportunity to receive the upgraded software. These upgrades are included as a part of this agreement.
5. Training: All necessary training for both the Clerk’s staff and the general public will be provided by Logan Systems at no additional charge to the Clerk.
6. Support: Unlimited support is provided via a toll free number from 8:00AM through 5:00PM. In addition, other contact numbers for support representatives have been provided for after hours support. If the problem or question cannot be adequately answered over the telephone, then a support representative will visit the Clerk’s office. If equipment needs to be repaired or replaced, the target for such replacement is 24 hours.
7. Consumable Supplies: The cost of consumable supplies such as paper and toner are not included in the charges listed below. These consumables may NOT be purchased from Logan Systems.
8. Ownership of Hardware and Software: All hardware and software provided as part of the indexing and imaging services remains the property of Logan Systems. As such, Logan Systems remains responsible for the replacement, repair, and upgrade of such equipment.
9. Year 2000 Compliance: Logan Systems warrants that all computer hardware and software provided by Logan Systems will be year 2000 compliant.

10. Changes in Technology: If technology changes require Logan Systems to change either the operating systems on which its software and hardware operate, or the type of hardware or media used in the storage of data, Logan Systems will migrate the data it manages for the Clerk to the newer media at no charge to the Clerk.
11. Site Preparation: The Clerk shall be responsible for the timely preparation of the site for the placement of equipment, including but not limited to providing adequate electrical power for the computer equipment and peripherals, and adequate network wiring. Currently, the County is adding additional network drops.
12. Authorization for Past Services: If Logan Systems provides any services to the Clerk prior to the effective date of this agreement, and after the expiration of the prior agreement between the parties, this agreement specifically authorizes payments for all such satisfactorily provided services.
13. Assignment: This agreement may not be assigned without the written acceptance of the proposed assignment by both parties.
14. Agreement Subject to Funding: Logan Systems acknowledges that the Clerk intends to pay for the professional services provided by Logan Systems through a combination of sources, including the Technology Trust Fund account for the Clerk, and other funds from either the County or state of Virginia. If the Clerk is unable to adequately fund this agreement, then the Clerk may terminate the agreement for lack of funding. The Clerk must provide Logan Systems with a written notification of the cancellation for lack of funding, and such notice should include the date for which funding will no longer be available. Any rights of the County in this Exhibit B are not intended to and shall not limit any rights or remedies of the County contained in Exhibit C to the Contract.
15. Termination for Convenience: The Clerk may terminate this agreement for any reason or for no reason at all by providing Logan Systems with a 30 day written notice of its intent to terminate this agreement. Logan Systems must receive the written notice at least 30 days prior to the proposed termination date. If the Clerk exercises its right of termination under this section, the Clerk will remain liable for all services provided prior to the actual termination of the agreement. In addition, if the Clerk terminates this agreement without providing 30 days' notice, then the Clerk shall be liable to Logan Systems in an amount equal to one month's billing.
16. Disaster Recovery: Logan Systems remains responsible for the protection of all converted and new data created using the system. Logan Systems will send data offsite each day to its offices in North Carolina. In the event of a disaster that renders the copies of data residing in the Clerk's office unavailable, Logan Systems will work with the Clerk to restore system and data availability in the office. In the event of a physical disaster that makes the current Clerk's office unavailable, Logan Systems will work with the Clerk to set up either a temporary location or will assist in moving the Clerk's office to a new location. Depending on the nature of the disaster, Logan

Systems expects to be able to restore back-ups within 24-48 hours of notification of the problem.

17. Disaster Recovery Plan: Logan Systems understands that the Clerk has a statutory obligation to have a written disaster recovery plan in place no later than June 30, 2017. Logan Systems will assist the Clerk in drafting that plan, with regard to land records and other records maintained in the Logan Systems environment.
18. Integration Clause: This agreement represents the entire agreement between the parties. Any modification or alteration of this agreement must be in writing and approved by both parties.
19. Severability: The provisions of this agreement are severable, and should any court of competent jurisdiction deem any provision(s) invalid, the remaining provisions will remain valid, unless such ruling will make further performance under the contract impossible or impose an unconscionable burden upon one of the parties.

II. Services Provided

1. Traditional Indexing Services: Logan Systems currently provides traditional indexing services to the Clerk's office. It is this system that allows the Clerk's staff to input indexing data and print out various verification forms and statistical reports to insure the accuracy of the information. The monthly and annual merges and the corresponding paper prints will continue to be provided. In addition, all corrections to the indexing data will continue to be reflected in paper print outs as appropriate. Currently, the Clerk indexes land, judgment lien docket, UCC, marriages, and wills/bonds records.
2. Public Retrieval System: Logan Systems currently provides a computer system that allows for searches of the entire automated indexing database for land and other records. In addition, Logan Systems provides an additional system that allows for the retrieval of the scanned documents.
3. Scanning of Land Records: The Clerk currently creates an imaging database by scanning current land record and other document filings.
4. Plat Scanning and Retrieval: Logan Systems can scan at its Greensboro office all day forward oversized plats (larger than 11" x 14") filed in the Clerk's office. These plats can be made available for viewing and oversized printing in the Clerk's office.
5. Film Conversion: Logan Systems currently creates archival microfilm for the Library of Virginia as required by law. This includes all permanent records, including land, plats, and wills. Judgments and UCCs are not accepted by the Library because they are not permanent records. Logan Systems will comply with Library rules with regard to the frequency of film transmission.
6. Remote Access: Logan Systems will continue to provide a secure remote access system to the Clerk's office. This site will be available to registered subscribers of the site. The Clerk's staff will control access to the site, and will maintain all fees associated with subscription to the site.

7. Redaction Services: Logan Systems will continue to provide redaction services for day forward filings.

III. Costs for Services

1. Fees for Professional Services: The fee for the services provided by Logan Systems (excluding secure remote access and any conversion projects) will be a flat fee of \$2,541.67 per month (\$30,500.00 annually). This fee will remain the same for the term of the agreement. The services included in the flat fee include:
 - Traditional indexing of land, judgment lien dockets, UCCs, marriages, and wills/bonds;
 - The public retrieval system including automated indexing retrieval and the retrieval of all imaged documents;
 - Plat scanning for all current plats (does not include any back file conversions of plats);
 - Oversized plat printing;
 - Use of the complete scanning system for scanning land records and various other documents that are currently being scanned;
 - Creation of archival microfilm and transfer of the film (as required by law);
 - Long term data management;
 - Disaster recovery service;
 - Equipment repair and replacement;
 - Training and support
2. Secure Remote Access Fee: Logan Systems will provide secure remote access services to the Clerk for a fee of \$500.00 per month (\$6,000.00 annually). This fee will remain unchanged during the term of the agreement.
3. Redaction Services: Logan Systems will provide redaction services at a fee not to exceed \$.037 per image processed. This service may only be used for records maintained by the Clerk under this Contract and not for other documents.

Exhibit C

Appendix I

COUNTY OF FLUVANNA

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

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.

PROFESSIONAL SERVICES AGREEMENT

This service agreement between Logan Systems, Inc. ("Logan Systems") and the Fluvanna County Clerk of Circuit Court (the "Clerk") will become effective this 1st day of July, 2016. The respective parties may execute this agreement at different times, and one or both parties may execute after the effective date.

Pursuant to the terms outlined below, Logan Systems agrees to provide professional services to the Clerk for the management of the permanent land records maintained by the Clerk. The agreement is divided into three sections. The first outlines all general terms common to the services provided to the Clerk. The two remaining sections contain specific terms for the services provided and the respective costs of those services.

I. Common Terms

1. Term of the Agreement: This agreement shall cover all services described below provided by Logan Systems from July 1, 2016 through June 30, 2019.
2. Renewal Terms: If requested by the Clerk, Logan Systems shall provide the Clerk with renewal terms not less than ninety days from the expiration of the term of this agreement.
3. Services Provided: LSI provides a turnkey service that includes all necessary hardware, software, training and support. The services to be provided are explained in greater detail in Section II, below.
4. Future Software Upgrades: As the software currently provided by Logan Systems is improved or modified, the Clerk will be given the opportunity to receive the upgraded software. These upgrades are included as a part of this agreement.
5. Training: All necessary training for both the Clerk's staff and the general public will be provided by Logan Systems at no additional charge to the Clerk.
6. Support: Unlimited support is provided via a toll free number from 8:00AM through 5:00PM. In addition, other contact numbers for support representatives have been provided for after hours support. If the problem or question cannot be adequately answered over the telephone, then a support representative will visit the Clerk's office. If equipment needs to be repaired or replaced, the target for such replacement is 24 hours.
7. Consumable Supplies: The cost of consumable supplies such as paper and toner are not included in the charges listed below. These consumables may be purchased from Logan Systems.
8. Ownership of Hardware and Software: All hardware and software provided as part of the indexing and imaging services remains the property of Logan Systems. As such, Logan Systems remains responsible for the replacement, repair, and upgrade of such equipment.
9. Year 2000 Compliance: Logan Systems warrants that all computer hardware and software provided by Logan Systems will be year 2000 compliant.

10. Changes in Technology: If technology changes require Logan Systems to change either the operating systems on which its software and hardware operate, or the type of hardware or media used in the storage of data, Logan Systems will migrate the data it manages for the Clerk to the newer media at no charge to the Clerk.
11. Site Preparation: The Clerk shall be responsible for the timely preparation of the site for the placement of equipment, including but not limited to providing adequate electrical power for the computer equipment and peripherals, and adequate network wiring. Currently, the County is adding additional network drops.
12. Authorization for Past Services: If Logan Systems provides any services to the Clerk prior to the effective date of this agreement, and after the expiration of the prior agreement between the parties, this agreement specifically authorizes payments for all such satisfactorily provided services.
13. Assignment: This agreement may not be assigned without the written acceptance of the proposed assignment by both parties.
14. Agreement Subject to Funding: Logan Systems acknowledges that the Clerk intends to pay for the professional services provided by Logan Systems through a combination of sources, including the Technology Trust Fund account for the Clerk, and other funds from either the County or state of Virginia. If the Clerk is unable to adequately fund this agreement, then the Clerk may terminate the agreement for lack of funding. The Clerk must provide Logan Systems with a written notification of the cancellation for lack of funding, and such notice should include the date for which funding will no longer be available. The notice must be received by Logan Systems prior to the termination date. The Clerk shall pay Logan Systems for all services provided prior to the termination date.
15. Termination for Convenience: The Clerk may terminate this agreement for any reason or for no reason at all by providing Logan Systems with a 30 day written notice of its intent to terminate this agreement. Logan Systems must receive the written notice at least 30 days prior to the proposed termination date. If the Clerk exercises its right of termination under this section, the Clerk will remain liable for all services provided prior to the actual termination of the agreement. In addition, if the Clerk terminates this agreement without providing 30 days' notice, then the Clerk shall be liable to Logan Systems in an amount equal to one month's billing.
16. Disaster Recovery: Logan Systems remains responsible for the protection of all converted and new data created using the system. Logan Systems will send data offsite each day to its offices in North Carolina. In the event of a disaster that renders the copies of data residing in the Clerk's office unavailable, Logan Systems will work with the Clerk to restore system and data availability in the office. In the event of a physical disaster that makes the current Clerk's office unavailable, Logan Systems will work with the Clerk to set up either a temporary location or will assist in moving the Clerk's office to a new location. Depending on the nature of the disaster, Logan

Systems expects to be able to restore back-ups within 24-48 hours of notification of the problem.

17. Disaster Recovery Plan: Logan Systems understands that the Clerk has a statutory obligation to have a written disaster recovery plan in place no later than June 30, 2017. Logan Systems will assist the Clerk in drafting that plan, with regard to land records and other records maintained in the Logan Systems environment.
18. Integration Clause: This agreement represents the entire agreement between the parties. Any modification or alteration of this agreement must be in writing and approved by both parties.
19. Severability: The provisions of this agreement are severable, and should any court of competent jurisdiction deem any provision(s) invalid, the remaining provisions will remain valid, unless such ruling will make further performance under the contract impossible or impose an unconscionable burden upon one of the parties.

II. Services Provided

1. Traditional Indexing Services: Logan Systems currently provides traditional indexing services to the Clerk's office. It is this system that allows the Clerk's staff to input indexing data and print out various verification forms and statistical reports to insure the accuracy of the information. The monthly and annual merges and the corresponding paper prints will continue to be provided. In addition, all corrections to the indexing data will continue to be reflected in paper print outs as appropriate. Currently, the Clerk indexes land, judgment lien docket, UCC, marriages, and wills/bonds records.
2. Public Retrieval System: Logan Systems currently provides a computer system that allows for searches of the entire automated indexing database for land and other records. In addition, Logan Systems provides an additional system that allows for the retrieval of the scanned documents.
3. Scanning of Land Records: The Clerk currently creates an imaging database by scanning current land record and other document filings.
4. Plat Scanning and Retrieval: Logan Systems can scan at its Greensboro office all day forward oversized plats (larger than 11" x 14") filed in the Clerk's office. These plats can be made available for viewing and oversized printing in the Clerk's office.
5. Film Conversion: Logan Systems currently creates archival microfilm for the Library of Virginia as required by law. This includes all permanent records, including land, plats, and wills. Judgments and UCCs are not accepted by the Library because they are not permanent records. Logan Systems will comply with Library rules with regard to the frequency of film transmission.
6. Remote Access: Logan Systems will continue to provide a secure remote access system to the Clerk's office. This site will be available to registered subscribers of the site. The Clerk's staff will control access to the site, and will maintain all fees associated with subscription to the site.

7. Redaction Services: Logan Systems will continue to provide redaction services for day forward filings.

III. Costs for Services

1. Fees for Professional Services: The fee for the services provided by Logan Systems (excluding secure remote access and any conversion projects) will be a flat fee of \$2,541.67 per month (\$30,500.00 annually). This fee will remain the same for the term of the agreement. The services included in the flat fee include:
 - Traditional indexing of land, judgment lien dockets, UCCs, marriages, and wills/bonds;
 - The public retrieval system including automated indexing retrieval and the retrieval of all imaged documents;
 - Plat scanning for all current plats (does not include any back file conversions of plats);
 - Oversized plat printing;
 - Use of the complete scanning system for scanning land records and various other documents that are currently being scanned;
 - Creation of archival microfilm and transfer of the film (as required by law);
 - Long term data management;
 - Disaster recovery service;
 - Equipment repair and replacement;
 - Training and support
2. Secure Remote Access Fee: Logan Systems will provide secure remote access services to the Clerk for a fee of \$500.00 per month (\$6,000.00 annually). This fee will remain unchanged during the term of the agreement.
3. Redaction Services: Logan Systems will provide redaction services at a fee not to exceed \$.037 per image processed.

Approved by Fluvanna Circuit
Court Clerk

By: Tristana P. Treadway

Printed Name: Tristana P. Treadway

Title: Clerk

Attested by: Quentin Rojo, DC

Date: 7-12-16

Approved by Logan Systems, Inc.

By: Craig Sanders

Printed Name: Craig Sanders

Title: President

Attested by: [Signature]

Date: July 7, 2016

[Corporate Seal]



LAND RECORDS MANAGEMENT CONTRACT

March 21, 2018



Logan Systems Inc.

BOS Package 2018-03-21 p.307/357



Logan Systems Inc.

- No other vendor can merge and manage this data due to data compatibility, proprietary data structures, and customized software systems. Switching systems at this time would be inefficient and a significant step back for the county.



Cost

- Traditional indexing of land, judgment lien dockets, UCCs, marriages, and wills/bonds;
- The public retrieval system including automated indexing retrieval and the retrieval of all imaged documents;
- Plat scanning for all current plats;
- Oversized plat printing;
- Use of the complete scanning system for scanning land records and various other documents that are currently being scanned;
- Creation of archival microfilm and transfer of the film (as required by law);
- Long term data management;
- Disaster recovery service;
- Equipment repair and replacement;
- Training and support



LAND RECORDS MANAGEMENT CONTRACT

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

TAB L

MEETING DATE:	March 21, 2018				
AGENDA TITLE:	Advertisement of the Proposed Fluvanna County Code Amendment Concerning Motor Vehicles and Traffic Taxation				
MOTION(s):	I move the Board of Supervisors authorize staff to advertise a Public Hearing on April 18, 2018, entitled, "AN ORDINANCE TO AMEND AND REENACT CHAPTER 15, ARTICLE 2, SECTIONS 15-2-1 THROUGH 15-2-3 OF THE FLUVANNA COUNTY CODE REGARDING LICENSE FEES FOR CERTAIN VEHICLES."				
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):	Steven M. Nichols, County Administrator				
PRESENTER(S):	Frederick W. Payne, County Attorney				
RECOMMENDATION:	Approval.				
TIMING:	Current.				
DISCUSSION:	The purpose of this proposed amendment is to impose a vehicle license fee on every trailer and semi-trailer garaged in the County				
FISCAL IMPACT:	Potential increase in FY19 revenue of ~\$96K				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Ordinance				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX				COR

AN ORDINANCE TO AMEND AND REENACT CHAPTER 15, ARTICLE 2, SECTIONS 15-2-1 THROUGH 15-2-3 OF THE FLUVANNA COUNTY CODE REGARDING LICENSE FEES FOR CERTAIN VEHICLES

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS

A. That Chapter 15, Article 2 of the County Code be, and it is hereby, amended as follows:

Sec. 15-2-1. Motor vehicle defined.

The term motor vehicle shall be construed to include every type of automobile, truck, tractor, motorcycle, **trailer, semi-trailer** and every other type of motor driven vehicle, except farm tractors, farm vehicles, and other machinery and equipment which are not required to have a state license tag. (Ord. 10-9-61; Ord. 3-15-73; Min. Bk. 7, pp. 141-144; Comp. 1974, ch. 16; Ord. 5-4-81; Min. Bk. 10, p. 82; Ord. 10-3-88; Ord. 12-20-06)

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

Pursuant to the authority contained in section 46.2-752 of the Code of Virginia, an annual license fee is hereby levied and assessed upon all motor vehicles which are normally garaged, stored or parked in this county, and that are registered with the Department of Motor Vehicles as of January 1st of each year to operate upon the street or highway. In the event it cannot be determined where any such motor vehicle is normally garaged, stored or parked, the license fee shall apply to the vehicle if the owner thereof is domiciled in the county. (Ord. 10-9-61; Ord. 3-15-73; Min. Bk. 7, pp. 141-144; Comp. 1974, ch. 16; Ord. 5-4-81; Min. Bk. 10, p. 82; Ord. 10-3-88; Ord. 12-20-06; Ord. 9-21-16)

Sec. 15-2-3. Amount of fee; when fee due and payable; collection; exemptions.

The license fee on every motorcycle shall be eighteen dollars (\$18) per year, **on every trailer and semitrailer shall be eighteen dollars (\$18)** and on every other type of motor vehicle shall be thirty-three dollars (\$33) per year, payable to the treasurer of this county. Such license fee shall be due and payable on June 5 in each year. If any license fee owed pursuant to this article is not paid on or before its due date, then the treasurer may add the cost of any fee incurred by the county pursuant to section 46.2-752(J) of the Virginia Code to the license fee due and owing to the county. The treasurer shall, after the due date of any license fee required by this section, collect such license fee in accordance with the provisions of section 58.1-3919 of the Virginia Code and any other applicable law. Additionally, the treasurer shall have the authority to take action as authorized by section 46.2-752(J) of the Virginia Code. The foregoing notwithstanding, the license fee provided for by this Chapter shall not be assessed on vehicles owned by active members of volunteer rescue squads and active members of volunteer fire companies located in the county (at one vehicle per such member); and for the following who served at least ten (10) years in the county: former members of volunteer rescue squads and former members of volunteer fire companies located in the county (at one vehicle per such former member).¹ (Ord. 10-9-61; Ord. 3-15-73; Min. Bk. 7, pp. 141-144; Comp. 1974, ch. 16; Ord. 5-4-81; Min. Bk. 10, p. 82; Ord. 10-3-88; Ord. 5-21-97; Ord. 12-20-06; Ord. 4-20-11)

B. That the foregoing amendment shall be effective on and after January 1, 2019.

¹ For state law authorizing issuance of local motor vehicle licenses, see Code of Va., § 46.2752.

MEMORANDUM

TAB M

Date: March 21, 2018
From: Finance Department
To: Board of Supervisors
Subject: **Accounts Payable Report for February 2018**


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


CATEGORY	AMOUNT
General	\$476,921.30
Capital Improvements	\$560,839.56
Debt Service	\$47,750.67
Sewer	\$34,901.51
Fork Union Sanitary District	\$11,515.53
TOTAL AP EXPENDITURES	\$1,131,928.57
Payroll	\$782,759.69
TOTAL	\$1,914,688.26

MOTION

I move the Accounts Payable and Payroll be ratified for **February 2018** in the amount of **\$1,914,688.26**


Encl:
AP Report

	A	B	C	D	F	G	H	I	J	
1										
2	County of Fluvanna Accounts Payable List		From Date: 2/1/2018 To Date: 2/28/2018							
3										
4										
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
7	Fund # - 100 GENERAL FUND									
8	GENERAL FUND									
9	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 022318	000000059259	2/22/2018	2/27/2018	137.41			
10	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 020918	000000058850	2/8/2018	2/27/2018	142.41			
11	TREASURER OF VIRGINIA	SHERIFF'S FEE PAY TO C/W	SHERIFF FEES	78346	2/28/2018	2/28/2018	763.40			
12	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 020918	000000058851	2/8/2018	2/27/2018	486.89			
13	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 022318	000000059260	2/22/2018	2/27/2018	487.79			
14							Total:	\$2,017.90		
15										
16	REAL ESTATE TAXES									
17	DRENNEN, GREGORY K & CATHY T	R E 2017 - 1ST	RE 2017 18A-10-170	58819	2/2/2018	2/2/2018	9.07			
18	DRENNEN, GREGORY K & CATHY T	R E 2017 - 2ND	RE 2017 18A-10-170	58819	2/2/2018	2/2/2018	9.07			
19							Total:	\$18.14		
20										
21	PERSONAL PROPERTY TAXES									
22	BLACK, ROGER POWERS	P P 2017 - 1ST	PP 2017 229619	58823	2/2/2018	2/2/2018	16.86			
23	CAB EAST LLC	P P 2017 - 1ST	PP 2017 200041-AU7DL527409,G74DR266206	58824	2/2/2018	2/2/2018	116.74			
24	CAB EAST LLC	P P 2017 - 1ST	PP 2017 200041-AU7DL527409,G74DR266206	58824	2/2/2018	2/2/2018	187.05			
25	CAB EAST LLC	P P 2017 - 2ND	PP 2017 200041-AU7DL527409,G74DR266206	58824	2/2/2018	2/2/2018	116.74			
26	CAB EAST LLC	P P 2017 - 2ND	PP 2017 200041-AU7DL527409,G74DR266206	58824	2/2/2018	2/2/2018	187.05			
27	DOOLEY, WILLIAM EDWARD	P P 2017 - 1ST	PP 2017 11730	58826	2/2/2018	2/2/2018	852.60			
28	FORD MOTOR CREDIT	P P 2017 - 1ST	PP 2017 230055- H70ER191133, HD3ER314168	58825	2/2/2018	2/2/2018	140.92			
29	FORD MOTOR CREDIT	P P 2017 - 1ST	PP 2017 230055- H70ER191133, HD3ER314168	58825	2/2/2018	2/2/2018	264.27			
30	FORD MOTOR CREDIT	P P 2017 - 2ND	PP 2017 230055- H70ER191133, HD3ER314168	58825	2/2/2018	2/2/2018	140.91			
31	FORD MOTOR CREDIT	P P 2017 - 2ND	PP 2017 230055- H70ER191133, HD3ER314168	58825	2/2/2018	2/2/2018	264.26			
32	GODSEY, VERNON EDWARD	P P 2017 - 1ST	PP 2017 3391	58828	2/2/2018	2/2/2018	50.68			
33	HYUNDAI LEASE TITLING TRUST,	P P 2017 - 1ST	PP 2017 220318- 5NPDH4AE7DH449650	58829	2/2/2018	2/2/2018	105.93			
34	HYUNDAI LEASE TITLING TRUST,	P P 2017 - 2ND	PP 2017 220318- 5NPDH4AE7DH449650	58829	2/2/2018	2/2/2018	105.92			
35	KIBBE, MELLISSA ANN	P P 2016 - 1ST	PP 2016 1487	58821	2/2/2018	2/2/2018	55.03			
36	KIBBE, MELLISSA ANN	P P 2016 - 2ND	PP 2016 1487	58821	2/2/2018	2/2/2018	55.02			
37	LAYNE, RICHARD ENNIS	P P 2017 - 1ST	PP 2017 10293	58830	2/2/2018	2/2/2018	237.94			
38	LAYNE, RICHARD ENNIS	P P 2017 - 2ND	PP 2017 10293	58830	2/2/2018	2/2/2018	237.93			
39	POWELL, LAWRENCE FRANK	P P 2017 - 1ST	PP 2017 7564	58831	2/2/2018	2/2/2018	86.84			
40	PUTNAM, PALMER FULLER	P P 2016 - 1ST	PP 2016 216061	58822	2/2/2018	2/2/2018	202.28			
41	PUTNAM, PALMER FULLER	P P 2016 - 2ND	PP 2016 216061	58822	2/2/2018	2/2/2018	202.27			
42	PUTNAM, PALMER FULLER	P P 2017 - 1ST	PP 2017 216061	58832	2/2/2018	2/2/2018	129.15			
43	PUTNAM, PALMER FULLER	P P 2017 - 1ST	PP 2017 216061	58832	2/2/2018	2/2/2018	196.84			
44	STATON, RONALD WAYNE	P P 2017 - 1ST	PP 2017 7894	58833	2/2/2018	2/2/2018	1.15			


	A	B	C	D	F	G	H	I	J
1	<div> <div>County of Fluvanna</div> <div>Accounts Payable List</div> </div> <div> <div>From Date: 2/1/2018</div> <div>To Date: 2/28/2018</div> </div> <div>  </div>								
2									
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
83	COUNTY ADMINISTRATOR								
84	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	20.00		
85	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	14.27		
86	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	6.39		
87	SHRED-IT USA LLC	LEASE/RENT	SHRED	8124114109	2/22/2018	2/23/2018	35.00		
88	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	73.47		
89	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	130.14		
90	THE SUPPLY ROOM	LEASE/RENT	5 GALLONS	3202756-0	2/8/2018	2/9/2018	19.96		
91	THE SUPPLY ROOM	LEASE/RENT	8 GALLONS	3222331-0	2/22/2018	2/23/2018	39.92		
92	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	STAPLER FINISHER	22069199	2/8/2018	2/9/2018	47.59		
93	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21841340	1/4/2018	2/9/2018	266.55		
94	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	22007437	2/8/2018	2/9/2018	287.45		
95						Total:	\$940.74		
96									
97	COUNTY ATTORNEY								
98	PAYNE & HODOUS, LLP.	PROFESSIONAL SERVICES	LEGAL FEES	128288	2/9/2018	2/16/2018	20,593.57		
99						Total:	\$20,593.57		
100									
101	COMMISSIONER OF THE REVENUE								
102	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	21.00		
103	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	75.00		
104	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	45.00		
105	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	61.71		
106	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	10.66		
107	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	021318	2/22/2018	2/23/2018	19.91		
108	KELLY HUDGINS	OFFICE SUPPLIES	NOTARY FEE	18000000671	1/31/2018	2/2/2018	10.00		
109	LAUREN R. SHERIDAN	OFFICE SUPPLIES	NOTARY FEE	18000000670	1/31/2018	2/2/2018	10.00		
110	SHRED-IT USA LLC	LEASE/RENT	SHRED	8124114109	2/22/2018	2/23/2018	35.00		
111	STONEWALL TECHNOLOGIES	PROFESSIONAL SERVICES	VAMANET PUBLIC SITE	8977	2/9/2018	2/16/2018	300.00		
112	UNIVERSITY OF VIRGINIA	DUES OR ASSOCIATION	COR RECERTIFICATION	34316 34400 34401	2/9/2018	2/16/2018	60.00		
113	V.A.A.O.	DUES OR ASSOCIATION	ANNUAL DUES	011918	1/31/2018	2/2/2018	30.00		
114						Total:	\$678.28		
115									
116	TREASURER								
117	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1012-2018	2/9/2018	2/16/2018	220.00		
118	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	12.79		
119	CHARLOTTESVILLE OFFICE MACHINE	OFFICE SUPPLIES	SUPPLIES	672440	2/8/2018	2/9/2018	425.00		
120	CHARLOTTESVILLE OFFICE MACHINE	OFFICE SUPPLIES	SUPPLIES	672469	2/22/2018	2/23/2018	80.00		


	A	B	C	D	F	G	H	I	J
1									
2	County of Fluvanna Accounts Payable List		From Date: 2/1/2018 To Date: 2/28/2018						
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
121	PALMYRA PRESS, INC.	OFFICE SUPPLIES	SUPPLIES	3358	2/8/2018	2/9/2018	224.00		
122	PITNEY BOWES	LEASE/RENT	LEASE CHARGES	3305397366	2/8/2018	2/9/2018	706.86		
123	QUILL	OFFICE SUPPLIES	SUPPLIES	4248953	1/31/2018	2/2/2018	105.83		
124	QUILL	OFFICE SUPPLIES	SUPPLIES	4441386	2/8/2018	2/9/2018	8.99		
125	QUILL	OFFICE SUPPLIES	SUPPLIES	4491031	2/8/2018	2/9/2018	75.29		
126	QUILL	OFFICE SUPPLIES	SUPPLIES	4372720	2/8/2018	2/9/2018	148.98		
127	SHRED-IT USA LLC	LEASE/RENT	SHRED	8124114109	2/22/2018	2/23/2018	35.00		
128	THE SUPPLY ROOM	LEASE/RENT	COOLER RENTAL	3157364-0	2/22/2018	2/23/2018	9.99		
129	THE SUPPLY ROOM	LEASE/RENT	5 GALLONS	3173576-0	2/22/2018	2/23/2018	19.96		
130	THE SUPPLY ROOM	LEASE/RENT	5 GALLONS	3121168-0	2/22/2018	2/23/2018	24.95		
131	VIRGINIA DEPT. OF MOTOR VEHICLES	DMV-ONLINE	NEW TOKEN FEE	18016289	1/31/2018	2/2/2018	65.00		
132							Total:	\$2,162.64	
133									
134	INFORMATION TECHNOLOGY								
135	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	0.29		
136	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	14.99		
137	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	16.50		
138	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	25.00		
139	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	503.00		
140	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	31.59		
141	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	48.96		
142	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	101.44		
143	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	123.39		
144	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	140.95		
145	BANK OF AMERICA	ADP SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	294.83		
146	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	409.00		
147	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	105.29		
148	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	4.27		
149	ER COMMUNICATIONS LLC	PROFESSIONAL SERVICES	REPAIRS	1098	2/9/2018	2/16/2018	85.00		
150	ER COMMUNICATIONS LLC	PROFESSIONAL SERVICES	REPAIRS	1092	2/9/2018	2/16/2018	2,794.56		
151	ESRI INC	ADP SERVICES	MAINTENANCE	93415729	2/9/2018	2/16/2018	400.00		
152	MICROSOFT AZURE	ADP SERVICES	MONTHLY CHARGES	EO80057PTO	2/8/2018	2/9/2018	149.14		
153	MICROSOFT AZURE	ADP SERVICES	USAGE CHARGES	E08005DYYH	2/22/2018	2/23/2018	150.92		
154	PROGENT CORPORATION	PROFESSIONAL SERVICES	MAINTENANCE	129030	1/31/2018	2/2/2018	169.75		
155	SHI	ADP SERVICES	WINDOWS PLATFORM	B07813744	2/22/2018	2/23/2018	5,062.49		
156							Total:	\$10,631.36	
157									
158	FINANCE								





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2	County of Fluvanna Accounts Payable List			From Date: 2/1/2018 To Date: 2/28/2018						
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
159	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	35.00			
160	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	45.00			
161	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	225.00			
162	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	10.66			
163	THE ARTINA GROUP, INC.	OFFICE SUPPLIES	SUPPLIES	11318	1/31/2018	2/2/2018	279.31			
164	THE SUPPLY ROOM	OFFICE SUPPLIES	SUPPLIES	3192233-0	1/31/2018	2/2/2018	44.95			
165	TYLER TECHNOLOGIES	PROFESSIONAL SERVICES	ACA TRAINING	045-213245	2/9/2018	2/16/2018	640.00			
166	UPS	POSTAL SERVICES	OVERNIGHT DELIVERY	0000Y7646Y038	2/22/2018	2/23/2018	14.40			
167	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21841341	1/4/2018	2/9/2018	169.45			
168							Total:	\$1,463.77		
169										
170	REGISTRAR/ELECTORAL BOARD									
171	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	PRINTER/REGISTRAR	079999	2/8/2018	2/9/2018	155.00			
172	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	(\$5.30)			
173	BANK OF AMERICA	POSTAL SERVICES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	6.10			
174	BANK OF AMERICA	POSTAL SERVICES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	1,225.00			
175	ELECTION CENTER	DUES OR ASSOCIATION	RENEWAL	184876001-	1/31/2018	2/2/2018	200.00			
176							Total:	\$1,580.80		
177										
178	HUMAN RESOURCES									
179	BANK OF AMERICA	RECRUITMENT	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	25.00			
180	BANK OF AMERICA	RECRUITMENT	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	50.00			
181	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	2.13			
182	MCLAUGHLIN YOUNG EMPLOYEE	PROFESSIONAL SERVICES	EMPLOYEE ASSISTANCE MAR18	48823	2/9/2018	2/16/2018	251.22			
183	PIERCE GROUP BENEFITS	PROFESSIONAL SERVICES	BROKER FEE	20 FLUVANNA	2/8/2018	2/9/2018	1,203.00			
184	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21859616	1/4/2018	2/9/2018	44.80			
185	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	PRINTER	22028558	2/8/2018	2/9/2018	44.80			
186							Total:	\$1,620.95		
187										
188	GENERAL DISTRICT COURT									
189	CENTURYLINK	TELECOMMUNICATIONS	DISTRICT COURT	309871364 011618	1/31/2018	2/2/2018	232.54			
190	PITNEY BOWES INC	MAINTENANCE CONTRACTS	RED INK CART	1006433629	2/9/2018	2/16/2018	79.46			
191	SHRED-IT USA LLC	LEASE/RENT	SHRED	8124114109	2/22/2018	2/23/2018	15.00			
192	THE SUPPLY ROOM	MAINTENANCE CONTRACTS	COOLER RENTAL	3213693-0	2/9/2018	2/16/2018	9.99			
193							Total:	\$336.99		
194										
195	COURT SERVICE UNIT									
196	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	8.53			





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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
197	DENNIS CRONIN	MILEAGE ALLOWANCES	MILEAGE	011818	1/31/2018	2/2/2018	35.31		
198						Total:	\$43.84		
199									
200	CLERK OF THE CIRCUIT COURT								
201	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	17.05		
202	CHARLOTTESVILLE OFFICE MACHINE	MAINTENANCE CONTRACTS	MAINTENANCE	672462	2/8/2018	2/9/2018	315.00		
203	LOGAN SYSTEMS, INC.	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	50642	2/9/2018	2/16/2018	2,541.67		
204	PITNEY BOWES	LEASE/RENT	LEASE CHARGES	3305390390	2/8/2018	2/9/2018	150.00		
205	SHRED-IT USA LLC	LEASE/RENT	SHRED	8124114109	2/22/2018	2/23/2018	15.00		
206	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	8.79		
207	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	50.49		
208	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	53.15		
209	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	59.87		
210	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	150.10		
211	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	182.88		
212	TREASURER OF VIRGINIA	PROFESSIONAL SERVICES	AUDIT	20597	2/8/2018	2/9/2018	3,291.25		
213	TRISTANA TREADWAY	MILEAGE ALLOWANCES	REIMBURSEMENT	012218	2/8/2018	2/9/2018	13.36		
214	TRISTANA TREADWAY	MILEAGE ALLOWANCES	REIMBURSEMENT	012218	2/8/2018	2/9/2018	208.65		
215	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	22139014	2/22/2018	2/23/2018	202.73		
216						Total:	\$7,259.99		
217									
218	CIRCUIT COURT JUDGE								
219	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	9.38		
220	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	10.12		
221	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	14.99		
222	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	6.39		
223	AMBERLY N. SPROUSE	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-27	2/9/2018	2/16/2018	30.00		
224	BOBBIE L. SAPIN	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-25	2/9/2018	2/16/2018	30.00		
225	CHARLES D. PARKER	COMPENSATION-CIVIL	JURY DUTY 2/8-9/18	16CL163-20	2/9/2018	2/16/2018	60.00		
226	CHRISTINE E. STEWART	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-28	2/9/2018	2/16/2018	30.00		
227	DANA H. CAMPBELL	COMPENSATION-CIVIL	JURY DUTY 2/8-9/18	16CL163-5	2/9/2018	2/16/2018	60.00		
228	EUGENE W. ARCEMENT JR	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-1	2/9/2018	2/16/2018	30.00		
229	GAIL W. BRUCE	COMPENSATION-CIVIL	JURY DUTY 2/8-9/18	16CL163-3	2/9/2018	2/16/2018	60.00		
230	GEORGE R. MELTON JR	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-16	2/9/2018	2/16/2018	30.00		
231	HEATHER R. ROGERS	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-24	2/9/2018	2/16/2018	30.00		
232	HELEN B. MOE	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-17	2/9/2018	2/16/2018	30.00		
233	JANE E. ROEHRIG	COMPENSATION-CIVIL	JURY DUTY 2/8-9/18	16CL163-23	2/9/2018	2/16/2018	60.00		
234	JENNIFER M. GOODFIELD	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-9	2/9/2018	2/16/2018	30.00		


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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
235	JEREMY D. LEGG	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-14	2/9/2018	2/16/2018	30.00		
236	KATHLEEN M. BURNS	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-4	2/9/2018	2/16/2018	30.00		
237	KATHRYN H. GARMON	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-7	2/9/2018	2/16/2018	30.00		
238	KIMBERLY D. MABE	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-15	2/9/2018	2/16/2018	30.00		
239	MARCUS A. MONTGOMERY	COMPENSATION-CIVIL	JURY DUTY 2/8-9/18	16CL163-18	2/9/2018	2/16/2018	60.00		
240	MARY L. BRIGHT	COMPENSATION-CIVIL	JURY DUTY 2/8-9/18	16CL163-2	2/9/2018	2/16/2018	60.00		
241	MELISSA D. HARRIS	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-10	2/9/2018	2/16/2018	30.00		
242	PETER J. PASSALACQUA	COMPENSATION-CIVIL	JURY DUTY 2/8-9/18	16CL163-21	2/9/2018	2/16/2018	60.00		
243	RACHEL C. RASNAKE	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-22	2/9/2018	2/16/2018	30.00		
244	ROBERT B. KENWARD	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-12	2/9/2018	2/16/2018	30.00		
245	ROBERT L. NALLE	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-19	2/9/2018	2/16/2018	30.00		
246	RYAN C. HOWELL	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-11	2/9/2018	2/16/2018	30.00		
247	SARAH H. LAWRENCE	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-13	2/9/2018	2/16/2018	30.00		
248	SHARYL V. SCUDDER	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-26	2/9/2018	2/16/2018	30.00		
249	STEVEN C. GEIS	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-8	2/9/2018	2/16/2018	30.00		
250	THERESA M. FRAKES	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-6	2/9/2018	2/16/2018	30.00		
251	TIFFANY M. WHYTE	COMPENSATION-CIVIL	JURY DUTY 2/8/18	16CL163-29	2/9/2018	2/16/2018	30.00		
252									
253									
254	COMMONWEALTH ATTY								
255	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	113.36		
256	BANK OF AMERICA	OTHER OPERATING	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	38.99		
257	BANK OF AMERICA	OTHER OPERATING	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	86.89		
258	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	10.66		
259	JEFF HAISLIP	CONVENTION AND	MILEAGE	021618	2/22/2018	2/23/2018	90.20		
260	MATTHEW BENDER & CO INC	MAINTENANCE CONTRACTS	JAN 2018	3091324584	2/8/2018	2/9/2018	130.00		
261	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	45.96		
262	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	77.17		
263	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	664.44		
264	STAPLES CONTRACT & COMMERCIAL,	OTHER OPERATING	SUPPLIES	8048548948	2/22/2018	2/23/2018	470.22		
265	VALLEY BUSINESS FORMS	OTHER OPERATING	BROCHURES	20660	2/22/2018	2/23/2018	134.00		
266									
267									
268	SHERIFF								
269	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR SUPPLIES	7306803081728	2/8/2018	2/9/2018	9.56		
270	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR SUPPLIES	7306803868940	2/8/2018	2/9/2018	9.56		
271	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR SUPPLIES	7306804369087	2/9/2018	2/16/2018	123.94		
272	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	OIL FILTER	7306805252504	2/22/2018	2/23/2018	9.56		

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273	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR SUPPLIES	8720805345066	2/22/2018	2/23/2018	14.38		
274	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR SUPPLIES	7306805369504	2/22/2018	2/23/2018	33.92		
275	ADVANCE AUTO PARTS	VEHICLES REP & MAINT	CAR SUPPLIES	7306802568439	2/1/2018	2/2/2018	6.43		
276	ANDERSON TIRE COMPANY	VEHICLES REP & MAINT	CAR MAINTENANCE	IN22122243	2/1/2018	2/2/2018	64.95		
277	AT&T 286-3642	TELECOMMUNICATIONS	MONTHLY CHARGES	020618	2/22/2018	2/23/2018	109.95		
278	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	(\$500.00)		
279	BANK OF AMERICA	FOOD SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	49.77		
280	BANK OF AMERICA	INVESTIGATIVE SERVICES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	51.50		
281	BANK OF AMERICA	POLICE SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	207.00		
282	BANK OF AMERICA	POLICE SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	475.65		
283	BANK OF AMERICA	POLICE SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	1,551.35		
284	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	011918	1/31/2018	2/2/2018	44.00		
285	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	MOUNT AND BALANCE	012518	2/8/2018	2/9/2018	44.00		
286	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	MOUNT AND BALANCE	13118A	2/8/2018	2/9/2018	47.75		
287	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	020518	2/9/2018	2/16/2018	15.00		
288	CENTRAL VIRGINIA CRIMINAL JUSTICE	CONVENTION AND	CLASS FEE	3820	2/8/2018	2/9/2018	150.00		
289	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	17.05		
290	CENTURYLINK	TELECOMMUNICATIONS	SHERIFF OFFICE	309797542 011618	1/31/2018	2/2/2018	162.14		
291	CENTURYLINK	TELECOMMUNICATIONS	SHERIFF OFFICE	310191749 011618	1/31/2018	2/2/2018	926.03		
292	CENTURYLINK	TELECOMMUNICATIONS	SHERIFF OFFICE	309903768 020718	2/9/2018	2/16/2018	148.41		
293	CLEAR COMMUNICATIONS AND	VEHICLE/POWER EQUIP	BODY CAMERA	114814	1/31/2018	2/2/2018	170.00		
294	CLEAR COMMUNICATIONS AND	VEHICLE/POWER EQUIP	MAINTENANCE	114902	2/8/2018	2/9/2018	63.35		
295	CLEAR COMMUNICATIONS AND	VEHICLE/POWER EQUIP	REPAIRS	114942	2/8/2018	2/9/2018	387.00		
296	CLEAR COMMUNICATIONS AND	VEHICLES REP & MAINT	TUNING FORKS	114795	1/31/2018	2/2/2018	12.00		
297	CLEAR COMMUNICATIONS AND	VEHICLES REP & MAINT	TUNING FORK	114941	2/8/2018	2/9/2018	12.00		
298	CLEAR COMMUNICATIONS AND	VEHICLES REP & MAINT	TUNING FORKS	114597	2/9/2018	2/16/2018	192.00		
299	CLEAR COMMUNICATIONS AND	VEHICLES REP & MAINT	TUNING FORKS	114993	2/22/2018	2/23/2018	12.00		
300	EAST COAST EMERGENCY VEHICLES	VEHICLE/POWER EQUIP	CAR SUPPLIES	9941	2/22/2018	2/23/2018	47.55		
301	EVIDENT CRIME SCENE PRODUCTS	POLICE SUPPLIES	SUPPLIES	126844B	2/8/2018	2/9/2018	190.00		
302	FLUVANNA REVIEW	ADVERTISING	TRIAD PAGE AD	2018F5-13	2/8/2018	2/9/2018	63.00		
303	FLUVANNA REVIEW	ADVERTISING	PAGE AD	2018F4-9	2/8/2018	2/9/2018	100.00		
304	FORK UNION ANIMAL CLINIC	PROFESSIONAL SERVICES	SERVICES	158538	2/22/2018	2/23/2018	103.50		
305	GALLS, LLC.	POLICE SUPPLIES	SUPPLIES	009252743	2/8/2018	2/9/2018	26.00		
306	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	009138590	1/31/2018	2/2/2018	145.00		
307	IACP	DUES OR ASSOCIATION	RENEWAL	1001284997	1/31/2018	2/2/2018	150.00		
308	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	021318	2/22/2018	2/23/2018	5,056.26		
309	JOHN E REID & ASSOC INC	CONVENTION AND	INTERROGATION SERVICES	179230	2/22/2018	2/23/2018	575.00		
310	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD-387570	2/8/2018	2/9/2018	91.82		


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311	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD-383188	2/8/2018	2/9/2018	111.81	
312	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD-391270	2/22/2018	2/23/2018	199.28	
313	PALMYRA AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	70545	2/8/2018	2/9/2018	14.00	
314	PROJECT LIFESAVER INC	POLICE SUPPLIES	SUPPLIES	18-13946-39	2/8/2018	2/9/2018	122.46	
315	PROJECT LIFESAVER INC	POLICE SUPPLIES	SUPPLIES	18-13953-67	2/8/2018	2/9/2018	124.10	
316	SCOTT'S PAINT & BODY, INC.	VEHICLES REP & MAINT	REPAIRS	071A987A	2/8/2018	2/9/2018	2,365.50	
317	SHERIDAN FUNERAL HOME, INC.	PROFESSIONAL SERVICES	SERVICES	020118	2/8/2018	2/9/2018	50.00	
318	SHRED-IT USA LLC	LEASE/RENT	SHRED	8124114109	2/22/2018	2/23/2018	65.00	
319	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	10018236	1/31/2018	2/2/2018	14.00	
320	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	10018235	1/31/2018	2/2/2018	250.00	
321	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	10018237	2/8/2018	2/9/2018	14.00	
322	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	TOWING	10018240	2/22/2018	2/23/2018	90.00	
323	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	TOWING	10018241	2/22/2018	2/23/2018	90.00	
324	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	10018239	2/22/2018	2/23/2018	111.00	
325	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	84.72	
326	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	272.24	
327	TREASURER OF VIRGINIA	PROFESSIONAL SERVICES	CHIEF MEDICAL EXAMINER	011918	2/22/2018	2/23/2018	20.00	
328	UNIVERSITY OF VIRGINIA POLICE	CONTRACT SERVICES	2ND QTR ADMIN FEE	020518	2/8/2018	2/9/2018	677.60	
329	VALLEY OFFICE MACHINES, INC.	MAINTENANCE CONTRACTS	COPIER	180202-0051	2/8/2018	2/9/2018	29.73	
330	VALLEY OFFICE MACHINES, INC.	MAINTENANCE CONTRACTS	COPIER	180202-0050	2/8/2018	2/9/2018	43.55	
331	VERIZON BUSINESS/MCI COMM	TELECOMMUNICATIONS	MONTHLY CHARGES	09761059	1/31/2018	2/2/2018	19.77	
332	VERIZON	TELECOMMUNICATIONS	SHERIFF'S OFFICE	9801316029	2/22/2018	2/23/2018	1,898.93	
333	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	22078587	2/22/2018	2/23/2018	77.72	
334	VIRGINIA DEPT. OF MOTOR VEHICLES	POLICE SUPPLIES	SPECIAL ID	18031677	2/9/2018	2/16/2018	30.00	
335	WELLS FARGO VENDOR FIN SERV	MAINTENANCE CONTRACTS	COPIER	68055678	2/9/2018	2/16/2018	289.90	
336	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR SUPPLIES	34766	2/8/2018	2/9/2018	17.65	
337	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR SUPPLIES	34775	2/8/2018	2/9/2018	17.69	
338	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR SUPPLIES	34708	2/8/2018	2/9/2018	249.77	
339							Total:	\$18,518.80
340								
341	E911							
342	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	16.00	
343	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	39.00	
344	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	239.89	
345	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	481.99	
346	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	972.00	
347	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	15.00	
348	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	25.00	


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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
349	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	202.45		
350	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	53.79		
351	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	23.33		
352	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	2.13		
353	CENTURYLINK	TELECOMMUNICATIONS	WIRELINE	310042302 011018	1/31/2018	2/2/2018	1,665.00		
354	CENTURYLINK	TELECOMMUNICATIONS	E911	310214091 011918	2/8/2018	2/9/2018	960.80		
355	COMCAST CORPORATION	TELECOMMUNICATIONS	MONTHLY CHARGES	0046933 020318	2/22/2018	2/23/2018	97.47		
356	COMPUTER PROJECTS OF ILLINOIS	MAINTENANCE CONTRACTS	DESKTOP MESSENGER MAINTENANCE	18-01-78ME	1/31/2018	2/2/2018	346.80		
357	JOEL A. ZELINSKY	E911 NEW ROAD SIGNS	ADDRESS PLATES	3112	1/31/2018	2/2/2018	1,098.70		
358	NWG SOLUTIONS, LLC.	IT SERVICES	MAINTENANCE	43032	1/31/2018	2/2/2018	868.58		
359	NWG SOLUTIONS, LLC.	IT SERVICES	MANAGED SERVICES	43066	2/8/2018	2/9/2018	875.00		
360	NWG SOLUTIONS, LLC.	IT SERVICES	BLOCK TIME	3291	2/22/2018	2/23/2018	2,500.00		
361	NWG SOLUTIONS, LLC.	MAINTENANCE CONTRACTS	DATTO BACKUP	43063	2/8/2018	2/9/2018	1,103.70		
362	VERIZON	TELECOMMUNICATIONS	SHERIFF'S OFFICE	9801316029	2/22/2018	2/23/2018	346.54		
363	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	22078587	2/22/2018	2/23/2018	77.73		
364								Total:	\$12,010.90
365									
366	FIRE AND RESCUE SQUAD								
367	IDACO RISK ADVISORS	VEHICLE INSURANCE	ADDING 2018 DODGE RAM	1488 021518	2/22/2018	2/23/2018	562.95		
368								Total:	\$562.95
369									
370	CORRECTION AND DETENTION								
371	COUNTY OF ALBEMARLE, VIRGINIA	CONFINEMENT - BRJDC	FEB 2018	FY2018-00000802	1/31/2018	2/2/2018	14,194.92		
372	HUGH NIX	FOOD SUPPLIES	INMATE'S MEAL	HN01	2/9/2018	2/16/2018	2.73		
373								Total:	\$14,197.65
374									
375	BUILDING INSPECTIONS								
376	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	6.65		
377	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	209.00		
378	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	6.39		
379	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	021318	2/22/2018	2/23/2018	48.59		
380	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD-391270	2/22/2018	2/23/2018	31.36		
381	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	24.99		
382	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	28.84		
383								Total:	\$355.82
384									
385	EMERGENCY MANAGEMENT								
386	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	2.13		


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387	EMS MANAGEMENT & CONSULTANTS,	CONTRACT SERVICES	NPP LETTERSMAILED	032478	2/9/2018	2/16/2018	2,338.32			
388	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	021318	2/22/2018	2/23/2018	123.99			
389							Total:	\$2,464.44		
390										
391	ANIMAL CONTROL									
392	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	021318	2/22/2018	2/23/2018	616.08			
393	TREASURER OF VIRGINIA	CONTRACT SERVICES	DANGEROUS DOG REGISTRY	291507	2/22/2018	2/23/2018	190.00			
394	VERIZON	TELECOMMUNICATIONS	SHERIFF'S OFFICE	9801316029	2/22/2018	2/23/2018	180.34			
395							Total:	\$986.42		
396										
397	FACILITIES									
398	ALBEMARLE LOCK & SAFE, INC.	BLDGS EQUIP REP & MAINT	REKEY	71912	2/8/2018	2/9/2018	138.00			
399	ALBEMARLE LOCK & SAFE, INC.	BLDGS EQUIP REP & MAINT	SERVICE	71802	2/8/2018	2/9/2018	201.95			
400	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	10.49			
401	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	32.60			
402	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	224.96			
403	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	498.89			
404	BANK OF AMERICA	POSTAL SERVICES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	21.21			
405	CAMPBELL EQUIPMENT, INC.	BLDGS EQUIP REP & MAINT	CAR MAINTENANCE	012218	1/31/2018	2/2/2018	44.00			
406	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	020118	2/8/2018	2/9/2018	137.99			
407	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	8.53			
408	CHARLES EDWARD GARRISON, II	BLDGS EQUIP REP & MAINT	PAINT/ COURT HOLDING CELL	559720	2/8/2018	2/9/2018	4,350.00			
409	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3596	42632	1/31/2018	2/2/2018	449.68			
410	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3774	42637	1/31/2018	2/2/2018	546.06			
411	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3816	42641	1/31/2018	2/2/2018	999.38			
412	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3731	42635	1/31/2018	2/2/2018	2,154.36			
413	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 3841	42663	2/8/2018	2/9/2018	265.60			
414	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 5675	42665	2/8/2018	2/9/2018	372.64			
415	CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 42654	42654	2/8/2018	2/9/2018	1,069.80			
416	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394180821	1/31/2018	2/2/2018	136.13			
417	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394182837	2/8/2018	2/9/2018	136.13			
418	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394184840	2/9/2018	2/16/2018	142.78			
419	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394186812	2/22/2018	2/23/2018	137.63			
420	COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	SUPPLIES	67034	2/8/2018	2/9/2018	143.83			
421	COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	SUPPLIES	67028	2/8/2018	2/9/2018	180.90			
422	COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	FOLD SEAT COVERS	67243	2/22/2018	2/23/2018	2,108.33			
423	ENVIROCOMPLIANCE LAB	CONTRACT SERVICES	WATER	R8229128	2/9/2018	2/16/2018	120.00			
424	FLUVANNA ACE HARDWARE	GENERAL MATERIALS AND	SUPPLIES	013118	2/8/2018	2/9/2018	441.11			


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425	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	021318	2/22/2018	2/23/2018	1,267.92		
426	JONES AUTOMOTIVE/ALL STAR AUTO	GENERAL MATERIALS AND	CAR SUPPLIES	013118	2/9/2018	2/16/2018	341.66		
427	JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLES REP & MAINT	CAR SUPPLIES	013118	2/9/2018	2/16/2018	149.94		
428	LOWE'S	BLDGS EQUIP REP & MAINT	SUPPLIES	012518	2/8/2018	2/9/2018	565.43		
429	LOWE'S	GENERAL MATERIALS AND	SUPPLIES	012518	2/8/2018	2/9/2018	773.00		
430	LOWE'S	JANITORIAL SUPPLIES	SUPPLIES	012518	2/8/2018	2/9/2018	76.25		
431	RAFALY ELECTRICAL CONTRACTORS,	BLDGS EQUIP REP & MAINT	MAINTENANCE	7669	2/8/2018	2/9/2018	1,679.80		
432	UPS	POSTAL SERVICES	OVERNIGHT DELIVERY	000076V549068	2/22/2018	2/23/2018	6.90		
433	W.W. GRAINGER INC	BLDGS EQUIP REP & MAINT	ELECTRONIC LOCK	9683337225	2/8/2018	2/9/2018	648.38		
434	W.W. GRAINGER INC	BLDGS EQUIP REP & MAINT	WIRELESS SENSOR	9688034736	2/22/2018	2/23/2018	56.78		
435	W.W. GRAINGER INC	BLDGS EQUIP REP & MAINT	HANDICAP DOOR SWITCH	9686510844	2/22/2018	2/23/2018	187.98		
436									
437									
438	GENERAL SERVICES								
439	AQUA VIRGINIA, INC.	WATER SERVICES	213 MAIN ST	7970740556855 020518	2/9/2018	2/16/2018	19.86		
440	AQUA VIRGINIA, INC.	WATER SERVICES	197 MAIN ST	792310552932 020518	2/9/2018	2/16/2018	21.36		
441	AQUA VIRGINIA, INC.	WATER SERVICES	181 MAIN ST	1530185055090 020518	2/9/2018	2/16/2018	22.11		
442	AQUA VIRGINIA, INC.	WATER SERVICES	197 MAIN ST	7929300552931 020518	2/9/2018	2/16/2018	60.26		
443	AQUA VIRGINIA, INC.	WATER SERVICES	132 MAIN ST	7800100540828 020518	2/9/2018	2/16/2018	87.74		
444	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	FIRE ALARM/ANNUAL	2174828	2/8/2018	2/9/2018	390.00		
445	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	214 COMMONS BLVD	275906-001 013018	2/8/2018	2/9/2018	2,587.41		
446	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	160 COMMONS BLVD	85473-002 013018	2/8/2018	2/9/2018	3,041.77		
447	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	51 KENTS STORE	275907-002 020518	2/9/2018	2/16/2018	699.39		
448	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	THOMAS JEFF PKWY	203061-001 011718	1/31/2018	2/2/2018	29.15		
449	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	271 PLEASANT GR	275904-006 011718	1/31/2018	2/2/2018	30.55		
450	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	2977 W RIVER RD	275904-010 011718	1/31/2018	2/2/2018	138.39		
451	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	W RIVER RD	275904-008 011718	1/31/2018	2/2/2018	181.33		
452	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	E911 TOWER	275904-009 011718	1/31/2018	2/2/2018	354.24		
453	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	11206 W RIVER RD	275904-002 011718	1/31/2018	2/2/2018	413.84		
454	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	271 PLEASANT GR	275904-004 011718	1/31/2018	2/2/2018	829.42		
455	CENTURYLINK 589-8525	TELECOMMUNICATIONS	MONTHLY CHARGES	A399789	2/8/2018	2/9/2018	50.00		
456	CENTURYLINK	TELECOMMUNICATIONS	PUBLIC WORKS	309428096 011618	1/31/2018	2/2/2018	42.78		
457	CENTURYLINK	TELECOMMUNICATIONS	PUBLIC WORKS	309697981 011618	1/31/2018	2/2/2018	51.66		
458	CENTURYLINK	TELECOMMUNICATIONS	CIRCUIT COURT CLERK	310338742 011618	1/31/2018	2/2/2018	53.36		
459	CENTURYLINK	TELECOMMUNICATIONS	PERFORMING ARTS	309898636 011618	1/31/2018	2/2/2018	104.04		
460	CENTURYLINK	TELECOMMUNICATIONS	RESQUE SQUAD	310110229 011618	1/31/2018	2/2/2018	191.25		
461	CENTURYLINK	TELECOMMUNICATIONS	PUBLIC WORKS	309363296 011618	1/31/2018	2/2/2018	529.34		
462	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	667.82		


Total: \$20,827.02


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463	CII SERVICE	MAINTENANCE CONTRACTS	CONTRACT	42596	1/31/2018	2/2/2018	3,756.00		
464	CINTAS	MAINTENANCE CONTRACTS	FIRST AID	5009786618	1/31/2018	2/2/2018	103.76		
465	DODSON PEST CONTROL	MAINTENANCE CONTRACTS	RENEWAL	R05-697373 020118	2/8/2018	2/9/2018	200.00		
466	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8952 JAMES MAD HWY	3023889169 012418	1/31/2018	2/2/2018	6.59		
467	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8878 JAMES MAD HWY	7585518314 012418	1/31/2018	2/2/2018	81.95		
468	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8878 JAMES MAD HWY	0084297506 012418	1/31/2018	2/2/2018	225.64		
469	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	5753 JAMES MAD HWY	4834680458 012518	1/31/2018	2/2/2018	345.13		
470	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	14567 JAMES MAD HWY	1005898992 012418	1/31/2018	2/2/2018	351.75		
471	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PUMP HOUSE	4501632147 012418	1/31/2018	2/2/2018	416.80		
472	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OLD STORE JAIL MUSEUM	1424085007 012518	1/31/2018	2/2/2018	514.19		
473	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	90 RESCUE LN	4894115007 012418	1/31/2018	2/2/2018	541.76		
474	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	35 COURT SQ	1144090006 012418	1/31/2018	2/2/2018	966.66		
475	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PERFORMING ARTS	4144237502 012418	1/31/2018	2/2/2018	1,232.61		
476	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	TREAS OFFICE	1024205005 012418	1/31/2018	2/2/2018	1,401.57		
477	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	72 MAIN ST	1404067504 012418	1/31/2018	2/2/2018	2,181.57		
478	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	5725 JAMES MAD HWY	4331888158 012518	1/31/2018	2/2/2018	2,264.28		
479	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8952 JAMES MAD HWY	0074032509 012418	1/31/2018	2/2/2018	2,271.76		
480	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	132 MAIN ST	8895892548 012418	1/31/2018	2/2/2018	2,308.99		
481	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8838 JAMES MAD HWY	9974215007 012918	2/8/2018	2/9/2018	17.74		
482	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8878 JAMES MAD HWY	0274195007 012918	2/8/2018	2/9/2018	19.65		
483	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	14591 JAMES MAD HWY	5699060132 012918	2/8/2018	2/9/2018	28.08		
484	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	222 MAIN ST	1134080009 012918	2/8/2018	2/9/2018	30.11		
485	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8952 JAMES MAD HWY	0692200942 012918	2/8/2018	2/9/2018	42.85		
486	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	211 MAIN ST	1284152509 012918	2/8/2018	2/9/2018	69.25		
487	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	51 COURT SQ	1114097502 012918	2/8/2018	2/9/2018	96.26		
488	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	1038 BREMO RD	6260822157 012918	2/8/2018	2/9/2018	109.87		
489	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	197 MAIN ST	1304130006 012918	2/8/2018	2/9/2018	117.46		
490	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	196 MAIN ST	1124090000 012918	2/8/2018	2/9/2018	173.58		
491	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8880 JAMES MAD HWY	2554330007 012918	2/8/2018	2/9/2018	186.05		
492	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	181 MAIN ST	6274752663 012918	2/8/2018	2/9/2018	355.03		
493	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	15704 W RIVER RD	8866300000 012918	2/8/2018	2/9/2018	496.30		
494	DOMINION VIRGINIA POWER	STREET LIGHTS	BESIDE POST OFFICE	7080078962 012918	2/8/2018	2/9/2018	77.06		
495	DOMINION VIRGINIA POWER	STREET LIGHTS	NEAR MASONIC LODGE	9609027314 012918	2/8/2018	2/9/2018	82.26		
496	DOMINION VIRGINIA POWER	STREET LIGHTS	COLUMBIA ST LIGHTS	4210122349 012918	2/8/2018	2/9/2018	202.84		
497	DOMINION VIRGINIA POWER	STREET LIGHTS	PALMYRA VILLAGE	3595578927 012918	2/8/2018	2/9/2018	474.66		
498	INTRASTATE PEST	MAINTENANCE CONTRACTS	35 COURT SQ	967246	1/31/2018	2/2/2018	18.00		
499	INTRASTATE PEST	MAINTENANCE CONTRACTS	CARYSBROOK	968539	1/31/2018	2/2/2018	20.00		
500	INTRASTATE PEST	MAINTENANCE CONTRACTS	CARYSBROOK	968540	1/31/2018	2/2/2018	20.00		

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501	INTRASTATE PEST	MAINTENANCE CONTRACTS	PLEASANT GROVE	968541	1/31/2018	2/2/2018	20.00		
502	INTRASTATE PEST	MAINTENANCE CONTRACTS	PLEASANT GR	968542	1/31/2018	2/2/2018	20.00		
503	INTRASTATE PEST	MAINTENANCE CONTRACTS	90 RESCUE LN	968861	1/31/2018	2/2/2018	34.00		
504	INTRASTATE PEST	MAINTENANCE CONTRACTS	14567 JAMES MAD HWY	968978	1/31/2018	2/2/2018	38.00		
505	INTRASTATE PEST	MAINTENANCE CONTRACTS	51 KENTS STORE	968979	1/31/2018	2/2/2018	38.00		
506	INTRASTATE PEST	MAINTENANCE CONTRACTS	160 COMMONS BLVD	967763	1/31/2018	2/2/2018	45.00		
507	INTRASTATE PEST	MAINTENANCE CONTRACTS	COMMUNITY CENTER	973051	2/9/2018	2/16/2018	28.00		
508	INTRASTATE PEST	MAINTENANCE CONTRACTS	PLEASANT GROVE	973067	2/9/2018	2/16/2018	32.00		
509	INTRASTATE PEST	MAINTENANCE CONTRACTS	CARYSBROOK	973046	2/9/2018	2/16/2018	58.00		
510	INTRASTATE PEST	MAINTENANCE CONTRACTS	PALMYRA VILLAGE	973054	2/9/2018	2/16/2018	109.00		
511	INTRASTATE PEST	MAINTENANCE CONTRACTS	FIRE STATION	968977	2/22/2018	2/23/2018	38.00		
512	INTRASTATE PEST	MAINTENANCE CONTRACTS	FUSD OFFICE	968976	2/22/2018	2/23/2018	95.00		
513	REPUBLIC SERVICES #410	MAINTENANCE CONTRACTS	TRASH	0410-000647371	2/9/2018	2/16/2018	1,734.42		
514	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE/211 MAIN ST	3001766	1/31/2018	2/2/2018	277.35		
515	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE/KENTS STORE WAY	3013864	1/31/2018	2/2/2018	1,201.94		
516	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE/5753 JAMES MAD HWY	3013862	1/31/2018	2/2/2018	2,406.94		
517	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	RENTAL	3172985	2/8/2018	2/9/2018	21.00		
518	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	FUEL	2931202	2/8/2018	2/9/2018	3,058.27		
519	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	3200576	2/9/2018	2/16/2018	156.95		
520	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	3253591	2/22/2018	2/23/2018	454.98		
521	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	3266197	2/22/2018	2/23/2018	1,428.09		
522	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	529993	2/8/2018	2/9/2018	1,137.21		
523	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	529942	2/8/2018	2/9/2018	1,468.49		
524	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	537722	2/9/2018	2/16/2018	337.67		
525	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	534624	2/9/2018	2/16/2018	1,031.72		
526	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	552112	2/22/2018	2/23/2018	486.50		
527	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	541738	2/22/2018	2/23/2018	1,050.76		
528	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	544306	2/22/2018	2/23/2018	1,860.95		
529	TREASURER, FLUVANNA CO	SEWER SERVICES	211 MAIN ST	35437	2/22/2018	2/23/2018	12.30		
530	TREASURER, FLUVANNA CO	SEWER SERVICES	197 MAIN ST	35435	2/22/2018	2/23/2018	15.36		
531	TREASURER, FLUVANNA CO	SEWER SERVICES	181 MAIN ST	35434	2/22/2018	2/23/2018	16.12		
532	TREASURER, FLUVANNA CO	SEWER SERVICES	160 COMMONS BLVD	35445	2/22/2018	2/23/2018	21.48		
533	TREASURER, FLUVANNA CO	SEWER SERVICES	214 COMMONS BLVD	35446	2/22/2018	2/23/2018	21.48		
534	TREASURER, FLUVANNA CO	SEWER SERVICES	1730 THOMAS JEFF PKWY	35455	2/22/2018	2/23/2018	25.30		
535	TREASURER, FLUVANNA CO	SEWER SERVICES	132 MAIN ST	35428	2/22/2018	2/23/2018	31.42		
536	TREASURER, FLUVANNA CO	SEWER SERVICES	72 MAIN ST	35427	2/22/2018	2/23/2018	42.13		
537	TREASURER, FLUVANNA CO	WATER SERVICES	5725 JAMES MAD HWY	35757	2/22/2018	2/23/2018	21.00		
538	TREASURER, FLUVANNA CO	WATER SERVICES	8880 JAMES MAD HWY	35813	2/22/2018	2/23/2018	21.00		

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539	TREASURER, FLUVANNA CO	WATER SERVICES	8878 JAMES MAD HWY	35814	2/22/2018	2/23/2018	21.00		
540	TREASURER, FLUVANNA CO	WATER SERVICES	5753 JAMES MAD HWY	35815	2/22/2018	2/23/2018	33.10		
541	TREASURER, FLUVANNA CO	WATER SERVICES	8880 JAMES MAD HWY	35627	2/22/2018	2/23/2018	47.40		
542	TREASURER, FLUVANNA CO	WATER SERVICES	8878 JAMES MAD HWY	35626	2/22/2018	2/23/2018	98.00		
543								Total:	\$51,500.46
544									
545	PUBLIC WORKS								
546	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	6.39		
547	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD-383188	2/8/2018	2/9/2018	33.23		
548	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD-391270	2/22/2018	2/23/2018	80.77		
549	RICHMOND TIMES-DISPATCH	ADVERTISING	PROPOSALS RFP	6018730 020418	2/9/2018	2/16/2018	91.60		
550	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	35.09		
551	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	48.64		
552	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	22049973	2/8/2018	2/9/2018	93.04		
553	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	22069200	2/8/2018	2/9/2018	236.79		
554								Total:	\$625.55
555									
556	CONVENIENCE CENTER								
557	BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH	4347-000006108	2/22/2018	2/23/2018	4,884.59		
558	CENTURYLINK	TELECOMMUNICATIONS	LANDFILL	310392717 011618	1/31/2018	2/2/2018	68.04		
559	HERITAGE CRYSTALCLEAN, LLC	BLDGS EQUIP REP & MAINT	USED OIL SERVICE	14950296	2/8/2018	2/9/2018	100.00		
560	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	021318	2/22/2018	2/23/2018	51.28		
561	MO-JOHNS, INC.	LEASE/RENT	PORTABLE TOILET	107131	2/22/2018	2/23/2018	60.00		
562								Total:	\$5,163.91
563									
564	HEALTH								
565	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	141.00		
566								Total:	\$141.00
567									
568	VJCCCA								
569	C.M. MENTORING SERVICES LLC	PROFESSIONAL SERVICES	MENTORING	1147208	1/31/2018	2/2/2018	412.50		
570								Total:	\$412.50
571									
572	CSA								
573	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	190.00		
574	BANK OF AMERICA	FOOD SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	7.15		
575	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	14.14		
576	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	2.13		


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577	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	34.99		
578	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	89.97		
579	THE SUPPLY ROOM	OFFICE SUPPLIES	SUPPLIES	3126468-0	2/22/2018	2/23/2018	3.52		
580	THE SUPPLY ROOM	OFFICE SUPPLIES	SUPPLIES	3124660-0	2/22/2018	2/23/2018	18.25		
581	THE SUPPLY ROOM	OFFICE SUPPLIES	SUPPLIES	3122516-0	2/22/2018	2/23/2018	23.20		
582	THE SUPPLY ROOM	OFFICE SUPPLIES	SUPPLIES	3103212-0	2/22/2018	2/23/2018	34.14		
583	THE SUPPLY ROOM	OFFICE SUPPLIES	SUPPLIES	3126026-0	2/22/2018	2/23/2018	38.14		
584	THE SUPPLY ROOM	OFFICE SUPPLIES	SUPPLIES	3116508-0	2/22/2018	2/23/2018	49.62		
585	THE SUPPLY ROOM	OFFICE SUPPLIES	SUPPLIES	3127817-0	2/22/2018	2/23/2018	67.10		
586	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	22000773	1/31/2018	2/2/2018	45.78		
587									
588									
589	CSA PURCHASE OF SERVICES						Total:	\$618.13	
590	BUILDING HEALTHY CONNECTIONS,	COMM SVCS		P10919533853	10/31/2017	2/5/2018	24.00		
591	C.M. MENTORING SERVICES LLC	COMM SVCS		P12000905449	12/31/2017	2/5/2018	50.00		
592	C.M. MENTORING SERVICES LLC	COMM SVCS		P01000906765	1/31/2018	2/9/2018	925.00		
593	C.M. MENTORING SERVICES LLC	COMM SVCS		P01000905466	1/31/2018	2/9/2018	1,250.00		
594	CARI COOK CHILD AND FAMILY	COMM SVCS		P12000902950	12/31/2017	2/5/2018	330.00		
595	CHILD CARE NETWORK	COMM SVCS		P01919507991	1/31/2018	2/16/2018	920.00		
596	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P01919530292	1/30/2018	2/16/2018	357.50		
597	DETOUR MENTORING	COMM SVCS		P01919538951	1/31/2018	2/5/2018	770.00		
598	DETOUR MENTORING	COMM SVCS		P01919541752	1/31/2018	2/5/2018	1,375.00		
599	DETOUR MENTORING	COMM SVCS		P01919543593	1/31/2018	2/16/2018	1,375.00		
600	DETOUR MENTORING	COMM SVCS		P01919543694	1/31/2018	2/16/2018	1,375.00		
601	DETOUR MENTORING	POS MANDATED WSS		P01000903361	1/31/2018	2/5/2018	1,320.00		
602	DETOUR MENTORING	POS MANDATED WSS		P01000905862	1/31/2018	2/5/2018	1,375.00		
603		POS MANDATED FFOP		P01919507559	1/31/2018	2/5/2018	1,820.00		
604		POS MANDATED FFOP		P01919506260	1/31/2018	2/5/2018	2,268.00		
605	DISCOVERY SCHOOL	EDUC SVCS CONG CARE		P01000904771	1/31/2018	2/9/2018	2,635.00		
606	DISCOVERY SCHOOL	RES. CONG. CARE		P01000904677	1/31/2018	2/9/2018	3,627.00		
607	DISCOVERY SCHOOL	RES. CONG. CARE		P01919506308	1/31/2018	2/16/2018	4,848.00		
608	EXTRA SPECIAL PARENTS, INC.	POS MANDATED WSS		P01000903727	1/31/2018	2/23/2018	712.50		
609	FAMILY PRESERVATION SERV.	COMM SVCS		P12919529063	12/31/2017	2/9/2018	240.00		
610	FAMILY PRESERVATION SERV.	COMM SVCS		P12919523364	12/31/2017	2/9/2018	350.00		
611	FAMILY PRESERVATION SERV.	COMM SVCS		P12000827384	12/31/2017	2/16/2018	962.50		
612	FAMILY PRESERVATION SERV.	COMM SVCS		P12919523285	12/31/2017	2/16/2018	1,079.00		
613	FAMILY PRESERVATION SERV.	COMM SVCS		P12000827286	12/31/2017	2/16/2018	1,530.00		
614	FAMILY PRESERVATION SERV.	POS MANDATED WSS		P12000903809	12/31/2017	2/16/2018	240.00		


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615	FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P01919543114	1/3/2018	2/23/2018	20.00		
616	FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P12919543113	12/31/2017	2/23/2018	60.00		
617	GRAFTON INTERGRATED HEALTH	EDUC SVCS CONG CARE		P12000829270	12/31/2017	2/9/2018	3,380.00		
618	GRAFTON INTERGRATED HEALTH	EDUC SVCS CONG CARE		P11000829272	11/30/2017	2/9/2018	4,940.00		
619	GRAFTON INTERGRATED HEALTH	RES. CONG. CARE		P12000829173	12/31/2017	2/9/2018	285.00		
620	GRAFTON INTERGRATED HEALTH	RES. CONG. CARE		P11000829175	11/30/2017	2/9/2018	350.00		
621	GRAFTON INTERGRATED HEALTH	RES. CONG. CARE		P11000829476	11/30/2017	2/9/2018	1,950.00		
622	GRAFTON INTERGRATED HEALTH	RES. CONG. CARE		P12000829474	12/31/2017	2/9/2018	2,015.00		
623	GRAFTON INTERGRATED HEALTH	RES. CONG. CARE		P11000829378	11/30/2017	2/9/2018	6,837.50		
624	GRAFTON INTERGRATED HEALTH	RES. CONG. CARE		P12000829322	12/31/2017	2/23/2018	6,450.00		
625	HALLMARK YOUTHCARE	EDUC SVCS CONG CARE		P01919545818	1/31/2018	2/23/2018	585.00		
626	HALLMARK YOUTHCARE	POS MAND FC LIC RES CONG		P01919545721	1/31/2018	2/23/2018	3,884.00		
627		COMM SVCS		P01000902769	1/31/2018	2/9/2018	200.00		
628	INTERCEPT YOUTH SERVICE	COMM SVCS. TRANSITION		P01919526300	1/31/2018	2/16/2018	5,636.42		
629	INTERCEPT YOUTH SERVICE	COMM SVCS. TRANSITION		P07919526301	7/31/2017	2/16/2018	5,636.42		
630	INTERCEPT YOUTH SERVICE	POS MAND FC LIC RES CONG		P01919506807	1/31/2018	2/16/2018	8,951.25		
631		POS MANDATED FFOP		P01919517155	1/31/2018	2/5/2018	700.00		
632		POS MANDATED FFOP		P01919526656	1/31/2018	2/5/2018	1,344.00		
633	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P01000825880	1/31/2018	2/16/2018	5,220.00		
634	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P01000825983	1/31/2018	2/16/2018	5,220.00		
635	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P01000826081	1/31/2018	2/16/2018	5,220.00		
636	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P01000826182	1/31/2018	2/16/2018	5,220.00		
637	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P01000826279	1/31/2018	2/16/2018	5,220.00		
638	LIONHEART RESORT LLC	EDUC SVCS CONG CARE		P01000905119	1/31/2018	2/23/2018	2,170.00		
639	LIONHEART RESORT LLC	EDUC SVCS CONG CARE		P01000825720	1/31/2018	2/23/2018	9,320.00		
640		POS MANDATED FFOP		P01919507458	1/31/2018	2/5/2018	776.00		
641	NATIONAL COUNSELING GROUP	COMM SVCS		P12000901687	12/31/2017	2/16/2018	331.50		
642	NATIONAL COUNSELING GROUP	COMM SVCS		P12000901788	12/31/2017	2/16/2018	981.24		
643	NATIONAL COUNSELING GROUP	COMM SVCS		P01919528815	1/31/2018	2/23/2018	53.04		
644	NORTH SPRING BEHAVIORAL	EDUC SVCS CONG CARE		P01000904303	1/31/2018	2/16/2018	5,118.52		
645	PEOPLE PLACES, INC.	COMM SVCS		P01919522916	1/31/2018	2/23/2018	1,056.88		
646	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P01919523824	1/31/2018	2/23/2018	249.38		
647	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P12919542923	12/31/2017	2/23/2018	1,000.00		
648	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P01919537625	1/31/2018	2/23/2018	2,480.00		
649	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P01919542926	1/31/2018	2/23/2018	3,100.00		
650	REGION TEN	COMM SVCS		P12000901289	12/31/2017	2/16/2018	1,205.49		
651	RESCARE	EDUC SVCS CONG CARE		P09000904206	9/30/2017	2/16/2018	344.00		
652	RESCARE	EDUC SVCS CONG CARE		P12000903102	12/31/2017	2/16/2018	1,892.00		


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653	SECURE CHILD IN- HOME PROGRAM	COMM SVCS		P01919528767	1/30/2018	2/9/2018	350.00		
654	SECURE CHILD IN- HOME PROGRAM	COMM SVCS		P01919524368	1/31/2018	2/9/2018	1,470.00		
655	SECURE CHILD IN- HOME PROGRAM	COMM SVCS		P12000900990	12/31/2017	2/16/2018	2,327.50		
656		COMM SVCS		P01919539895	1/31/2018	2/16/2018	300.00		
657		COMM SVCS		P01919536896	1/31/2018	2/16/2018	330.00		
658		COMM SVCS		P01919536797	1/31/2018	2/16/2018	540.00		
659		COMM SVCS		P01919536998	1/31/2018	2/16/2018	620.00		
660		COMM SVCS		P01919506699	1/31/2018	2/16/2018	960.00		
661		POS MANDATED FFOP		P01919540854	1/31/2018	2/5/2018	1,148.00		
662	THE CHOICE GROUP INC	COMM SVCS		P01919538717	1/31/2018	2/23/2018	2,555.00		
663	THE FAISON SCHOOL FOR AUTISM,	POS MANDATED SPED-		P01000826510	1/31/2018	2/23/2018	420.00		
664	THE FAISON SCHOOL FOR AUTISM,	POS MANDATED SPED-		P01000826311	1/31/2018	2/23/2018	5,610.00		
665	THE FAISON SCHOOL FOR AUTISM,	POS MANDATED SPED-		P01000826412	1/31/2018	2/23/2018	6,710.00		
666	UNITED METHODIST FAMILY	EDUC SVCS CONG CARE		P01919507704	1/31/2018	2/16/2018	3,075.00		
667	UNITED METHODIST FAMILY	EDUC SVCS CONG CARE		P01000904405	1/31/2018	2/16/2018	5,271.00		
668		POS MANDATED FFOP		P01919538657	1/31/2018	2/5/2018	2,492.00		
669						Total:	\$175,339.64		
670									
671	PARKS & RECREATION								
672	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	COLOR PRINTER	080003	2/8/2018	2/9/2018	30.47		
673	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	PRINTER	080002	2/8/2018	2/9/2018	129.00		
674	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	324.99		
675	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	(\$20.79)		
676	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	9.46		
677	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	42.04		
678	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	42.94		
679	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	47.39		
680	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	48.92		
681	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	49.50		
682	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	84.31		
683	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	87.66		
684	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	107.36		
685	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	117.62		
686	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	141.90		
687	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	213.77		
688	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	216.00		
689	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	227.68		
690	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	255.00		


	A	B	C	D	F	G	H	I	J
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
691	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	266.42		
692	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	300.00		
693	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	1,609.41		
694	BONNIE SNODDY	PROFESSIONAL SERVICES	KARATE	19 022118	2/22/2018	2/23/2018	462.00		
695	CENTURYLINK	TELECOMMUNICATIONS	PARKS N REC	309373828 011618	1/31/2018	2/2/2018	408.05		
696	DEVI PETERSON	PROFESSIONAL SERVICES	YOGA	17	1/10/2018	2/2/2018	435.20		
697	DEVI PETERSON	PROFESSIONAL SERVICES	YOGA	18 011018	2/9/2018	2/16/2018	276.80		
698	DJ RICK HAGGARD ENTERTAINMENT	RECREATIONAL SUPPLIES	ENTERTAINMENT FATHER/DAUGHTER	1032007833072918	2/8/2018	2/9/2018	600.00		
699	E.W. THOMAS	RECREATIONAL SUPPLIES	FATHER DAUGHTER DANCE	021218	2/9/2018	2/16/2018	2,691.08		
700	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	021318	2/22/2018	2/23/2018	152.34		
701	MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET	106965	2/8/2018	2/9/2018	60.00		
702	MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET	106966	2/8/2018	2/9/2018	60.00		
703	PROTECT YOUTH SPORTS	PROFESSIONAL SERVICES	BACKGROUND CHECK	576668	1/31/2018	2/2/2018	8.90		
704	THE SUPPLY ROOM	CONTRACT SERVICES	COOLER RENTAL	3213686-0	2/8/2018	2/9/2018	9.99		
705	THE SUPPLY ROOM	CONTRACT SERVICES	5 GALLONS	3121178-0	2/22/2018	2/23/2018	14.97		
706	THE SUPPLY ROOM	CONTRACT SERVICES	9 GALLONS	3091924-0	2/22/2018	2/23/2018	44.91		
707	THE SUPPLY ROOM	RECREATIONAL SUPPLIES	PARKS N REC COACH UNIFORMS	3202191-0	1/31/2018	2/2/2018	2,724.00		
708	VERIZON BUSINESS/MCI COMM	TELECOMMUNICATIONS	MONTHLY CHARGES	09761059	1/31/2018	2/2/2018	19.76		
709	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21859618	1/4/2018	2/9/2018	33.57		
710	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	22028561	2/8/2018	2/9/2018	36.49		
711	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	22028560	2/8/2018	2/9/2018	122.39		
712	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21859617	1/4/2018	2/9/2018	165.74		
713	VIRGINIA RECREATION & PARK	CONVENTION AND	TRAINING	7297380	2/8/2018	2/9/2018	565.00		
714									
715									
716	LIBRARY								
717	AMAZON.COM	BOOKS/PUBLICATIONS	BOOKS	021018	2/22/2018	2/23/2018	4,160.11		
718	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	(\$10.79)		
719	BANK OF AMERICA	POSTAL SERVICES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	196.00		
720	CENTURYLINK	TELECOMMUNICATIONS	LIBRARY	309647441 011618	1/31/2018	2/2/2018	2,068.42		
721	DEMCO	OFFICE SUPPLIES	SUPPLIES	6310375	2/22/2018	2/23/2018	218.82		
722	GALE	BOOKS/PUBLICATIONS	BOOKS	62698209	1/31/2018	2/2/2018	27.19		
723	GALE	BOOKS/PUBLICATIONS	BOOKS	63150829	2/22/2018	2/23/2018	63.73		
724	MIDAMERICA BOOKS	BOOKS/PUBLICATIONS	BOOKS	441587	1/31/2018	2/2/2018	879.55		
725	OVERDRIVE	BOOKS/PUBLICATIONS	BOOKS	03100CO18013050	1/31/2018	2/2/2018	188.93		
726	OVERDRIVE	BOOKS/PUBLICATIONS	BOOKS	03100DA18014544	1/31/2018	2/2/2018	65.00		
727	OVERDRIVE	BOOKS/PUBLICATIONS	BOOKS	03100DA18024379	2/9/2018	2/16/2018	107.95		
728	OVERDRIVE	BOOKS/PUBLICATIONS	RECORDS	MR-0023662	2/9/2018	2/16/2018	159.00		

Total: \$13,222.24

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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
729	OVERDRIVE	BOOKS/PUBLICATIONS	BOOKS	03100DA18018777	2/9/2018	2/16/2018	442.90		
730	PROQUEST LLC	BOOKS/PUBLICATIONS	HERITAGE QUEST ONLINE	US1719013 020218	2/9/2018	2/16/2018	845.00		
731	SHOWCASES	OFFICE SUPPLIES	SUPPLIES	304665	2/22/2018	2/23/2018	25.38		
732								Total:	\$9,437.19
733									
734	COUNTY PLANNER								
735	ATLANTIC TECHNOLOGY	CONTRACT SERVICES	ATC#1151-12	1461	1/31/2018	2/2/2018	900.00		
736	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	12.79		
737	HURT & PROFFITT INC	CONTRACT SERVICES	GIS SYSTEM UPDATE	0097185	1/31/2018	2/2/2018	7,425.00		
738	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	021318	2/22/2018	2/23/2018	175.76		
739	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	54.62		
740	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8048548948	2/22/2018	2/23/2018	57.70		
741	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	22049972	2/8/2018	2/9/2018	93.04		
742	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	22028559	2/8/2018	2/9/2018	327.31		
743	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	21859615	1/4/2018	2/9/2018	331.21		
744								Total:	\$9,377.43
745									
746	PLANNING COMMISSION								
747	FLUVANNA REVIEW	ADVERTISING	PLANNING PUBLIC HEARING	2018F5-11	2/9/2018	2/16/2018	78.75		
748								Total:	\$78.75
749									
750	ECONOMIC DEVELOPMENT								
751	ANTIOCH BAPTIST CHURCH	OTHER OPERATING	RENTAL DEPOSIT	001	2/9/2018	2/16/2018	100.00		
752	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	135.00		
753	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	75.00		
754	BANK OF AMERICA	OTHER OPERATING	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	24.78		
755	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	2.13		
756	RYAN PACE COMMUNICATIONS	MARKETING	LOGO DESIGN	FLU 006	2/22/2018	2/23/2018	1,525.00		
757								Total:	\$1,861.91
758									
759	VA COOPERATIVE EXTENSION								
760	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 011618	1/31/2018	2/2/2018	10.66		
761	NATIONAL 4-H COUNCIL	OFFICE SUPPLIES	TRUNK ORGANIZER	0001093597	2/22/2018	2/23/2018	53.80		
762	THE SUPPLY ROOM	OFFICE SUPPLIES	SUPPLIES	3168739-0	2/22/2018	2/23/2018	26.95		
763								Total:	\$91.41
764									
765	MISCELLANEOUS NON DEPARTMENTAL								
766	TREASURER OF VIRGINIA	MEDICAL INSURANCE	ADVERSE EXPERIENCE ADJ	0212018	1/31/2018	2/2/2018	83,032.75		

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767						Total:	\$83,032.75		
768									
769						100 GENERAL FUND	Fund Total:	\$476,921.30	
770	Fund # - 302 CAPITAL IMPROVEMENT								
771	E911 CAPITAL PROJECT								
772	SPILLMAN TECHNOLOGIES INC.	CONTRACT SERVICES	SPILLMAN PROJECT 1 OF 4	37620	2/22/2018	2/23/2018	114,995.00		
773						Total:	\$114,995.00		
774									
775	FACILITIES CAP PROJ								
776	CII SERVICE	CONTRACT SERVICES	COURT SERVICES HEAT PUMP	5648	1/31/2018	2/2/2018	15,288.00		
777	COMMONWEALTH INTERIORS	CONTRACT SERVICES	FLOORING/TREAS BLDG	2018-032	1/31/2018	2/2/2018	6,046.00		
778	DODSON GLASS & MIRROR INC	CONTRACT SERVICES	SUPPLY & INSTALL METAL DOORS	061305	2/22/2018	2/23/2018	12,414.00		
779	GARY OSTEN PLUMBING	CONTRACT SERVICES	TRIM OUT BATHROOMS	021218	2/22/2018	2/23/2018	4,872.95		
780	LOWE'S	CONTRACT SERVICES	SUPPLIES	012518	2/8/2018	2/9/2018	1,181.97		
781	Michael Chenail	CONTRACT SERVICES	CUSTOM UNISEX RESTROM SIGNS	2670	2/22/2018	2/23/2018	81.40		
782	RAFALY ELECTRICAL CONTRACTORS,	CONTRACT SERVICES	MAINTENANCE	7664	2/8/2018	2/9/2018	12,533.00		
783	TRANE U.S., INC.	CONTRACT SERVICES	#11 WORK COMPLETED	38789592	2/9/2018	2/16/2018	379,909.24		
784						Total:	\$432,326.56		
785									
786	SCHOOL OPS & MAINT CAP PROJ								
787	COMMONWEALTH INTERIORS	CONTRACT SERVICES	CIP FLOOR COVERING	2018-020	1/31/2018	2/2/2018	12,603.00		
788	TJL ENVIRONMENTAL HEALTH	CONTRACT SERVICES	FLOOR COVERING REPLACEMENT	FLUCO118	1/31/2018	2/2/2018	915.00		
789						Total:	\$13,518.00		
790									
791						302 CAPITAL IMPROVEMENT	Fund Total:	\$560,839.56	
792	Fund # - 401 DEBT SERVICE								
793	DEBT SERVICE - COUNTY								
794	TD EQUIPMENT FINANCE INC.	2016 PUBLIC SAFETY SYSTM - DEBT SERVICE INT- TDEF EQUIP LEASE 2016		00581280	2/28/2018	2/28/2018	47,750.67		
795						Total:	\$47,750.67		
796									
797						401 DEBT SERVICE	Fund Total:	\$47,750.67	
798	Fund # - 502 SEWER								
799	SEWER								
800	US BANK, NA	VRA REVENUE BOND	DEBT SERVICE-SERIES 1999A & 2005	12675	2/28/2018	2/28/2018	30,000.00		
801						Total:	\$30,000.00		
802									
803	PALMYRA SEWER OPER EXPENSES								
804	ARTHURS SEPTIC SERVICE	CONTRACT SERVICES	HAUL SLUDGE	020918	2/22/2018	2/23/2018	185.00		

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805	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	225.00			
806	CENTURYLINK	TELECOMMUNICATIONS	WASTEWATER	310089744 011918	2/8/2018	2/9/2018	46.89			
807	CENTURYLINK	TELECOMMUNICATIONS	WASTEWATER	309433290 011918	2/8/2018	2/9/2018	59.81			
808	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394180819	1/31/2018	2/2/2018	8.14			
809	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394182835	2/8/2018	2/9/2018	8.14			
810	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394184838	2/9/2018	2/16/2018	8.14			
811	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394186810	2/22/2018	2/23/2018	8.32			
812	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SEWER PLANT	7129524547 012418	1/31/2018	2/2/2018	1,279.28			
813	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SW PUMP STATION	7712348080 012918	2/8/2018	2/9/2018	68.55			
814	FERGUSON ENTERPRISES, INC	GENERAL MATERIALS AND	SUPPLIES	4775770	2/8/2018	2/9/2018	58.90			
815	INBODEN ENVIRONMENTAL	CONTRACT SERVICES	WASTEWATER	63954-	1/31/2018	2/2/2018	100.00			
816	INBODEN ENVIRONMENTAL	CONTRACT SERVICES	WASTEWATER MONITORING	63993	1/31/2018	2/2/2018	100.00			
817	INBODEN ENVIRONMENTAL	CONTRACT SERVICES	WASTEWATER MONITORING	63994	1/31/2018	2/2/2018	100.00			
818	INBODEN ENVIRONMENTAL	CONTRACT SERVICES	WASTEWATER MONITORING	64130	2/22/2018	2/23/2018	47.00			
819	INBODEN ENVIRONMENTAL	CONTRACT SERVICES	WASTEWATER MONITORING	64131	2/22/2018	2/23/2018	247.00			
820	INBODEN ENVIRONMENTAL	CONTRACT SERVICES	WASTEWATER MONITORING	64132	2/22/2018	2/23/2018	277.00			
821	JONES AUTOMOTIVE/ALL STAR AUTO	GENERAL MATERIALS AND	SUPPLIES	583047	2/8/2018	2/9/2018	392.83			
822	JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLE/POWER EQUIP	SUPPLIES	583047	2/8/2018	2/9/2018	104.46			
823	LOWE'S	GENERAL MATERIALS AND	SUPPLIES	012518	2/8/2018	2/9/2018	33.57			
824	USABBLUEBOOK	CHEMICAL SUPPLIES	TEST KIT	465350	1/31/2018	2/2/2018	180.69			
825	USABBLUEBOOK	GENERAL MATERIALS AND	SUPPLIES	465744	1/31/2018	2/2/2018	1,362.79			
826							Total:	\$4,901.51		
827										
828										
829	Fund # - 505 FORK UNION SANITARY DISTRICT				502 SEWER	Fund Total:	\$34,901.51			
830	FORK UNION SANITARY DISTRICT									
831	USDA RURAL DEVELOPMENT	RDA BOND PAYABLE	FUSD DEBT SERVICE	022518	2/25/2018	2/25/2018	3,338.22			
832							Total:	\$3,338.22		
833										
834	FUSD OPERATIONAL EXPENSES									
835	ANDERSON TIRE COMPANY	BLDGS EQUIP REP & MAINT	CAR MAINTENANCE	IN22120399	2/8/2018	2/9/2018	32.00			
836	BANK OF AMERICA	PROFESSIONAL SERVICES	P-CARD PURCHASES	013118	1/31/2018	2/16/2018	661.93			
837	CENTURYLINK	TELECOMMUNICATIONS	SANITARY DISTRICT	309719161 011618	1/31/2018	2/2/2018	189.47			
838	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394180819	1/31/2018	2/2/2018	31.48			
839	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394182835	2/8/2018	2/9/2018	31.48			
840	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394184838	2/9/2018	2/16/2018	31.48			
841	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394186810	2/22/2018	2/23/2018	31.29			
842	CONSOLIDATED PIPE & SUPPLY	GENERAL MATERIALS AND	SUPPLIES	6271732-000-000	2/8/2018	2/9/2018	22.50			

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843	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	WEST BOTTOM WELL	7224360003 012518	1/31/2018	2/2/2018	106.71		
844	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	BREMO WELL	8434345008 012518	1/31/2018	2/2/2018	221.93		
845	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OWENS WELL	9004200003 012518	1/31/2018	2/2/2018	241.50		
846	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OMOHUNDRO WELL	9346182505 012518	1/31/2018	2/2/2018	1,157.17		
847	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MORRIS WELL	9501772108 012518	1/31/2018	2/2/2018	1,500.47		
848	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MELTON WELL	9594215007 012918	2/8/2018	2/9/2018	169.02		
849	E.W. OWEN	LEASE/RENT	WELL RENT	02012018	1/31/2018	2/2/2018	150.00		
850	ENVIROCOMPLIANCE LAB	PURCHASE OF SERVICES	SERVICES	R8229129	2/9/2018	2/16/2018	225.00		
851	FERGUSON ENTERPRISES, INC	GENERAL MATERIALS AND	SUPPLIES	4731412	1/31/2018	2/2/2018	522.27		
852	FERGUSON ENTERPRISES, INC	GENERAL MATERIALS AND	SUPPLIES	4775770	2/8/2018	2/9/2018	95.08		
853	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	021318	2/22/2018	2/23/2018	133.61		
854	LOWE'S	GENERAL MATERIALS AND	SUPPLIES	012518	2/8/2018	2/9/2018	147.63		
855	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD-383188	2/8/2018	2/9/2018	170.45		
856	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD-387570	2/8/2018	2/9/2018	356.87		
857	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD-391270	2/22/2018	2/23/2018	116.43		
858	MO-JOHNS, INC.	PURCHASE OF SERVICES	PORTABLE TOILET	107132	2/22/2018	2/23/2018	60.00		
859	SCHNEIDER LABRATORIES INC	PURCHASE OF SERVICES	SUSPENDED SOLIDS	244182	2/8/2018	2/9/2018	30.00		
860	TRUSTPOINT INSURANCE, LLC	PROPERTY INSURANCE	RENEW POLICY	116894	2/22/2018	2/23/2018	100.00		
861	USDA RURAL DEVELOPMENT	REDEMPTION OF INTEREST	FUSD DEBT SERVICE	022518	2/25/2018	2/25/2018	1,621.78		
862	VERIZON BUSINESS/MCI COMM	TELECOMMUNICATIONS	MONTHLY CHARGES	09761059	1/31/2018	2/2/2018	19.76		
863							Total:	\$8,177.31	
864									
865							505 FORK UNION SANITARY DISTRICT Fund Total:	\$11,515.53	
866							Total Expenditures by Fund:	\$1,131,928.57	

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

TAB Mc

MEETING DATE:	March 21, 2018				
AGENDA TITLE:	Proclaim March as American Red Cross Month				
MOTION(s):	I move the Fluvanna County Board of Supervisors adopt the “Proclamation of March American Red Cross Month.”				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:					
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Proclamation: Proclaiming March American Red Cross Month				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

PROCLAMATION

AMERICAN RED CROSS MONTH 2018

WHEREAS, the American Red Cross saw a record-breaking year in 2017 of challenging domestic and international response efforts. Through the support of its volunteers, in just 45 days, the Red Cross responded to six of the largest and most complex disasters of 2017 including back-to-back hurricanes, the deadliest week of wildfires in California history, and the horrific mass shooting in Las Vegas. In addition, the Red Cross responded to nearly 50,000 home fires in 2017, providing casework assistance to help 76,000 families recover; and

WHEREAS, in Fluvanna County, the Red Cross has a long history of helping our neighbors in need. The Central and Shenandoah Chapter, Virginia region, assisted with more than 150 local disasters in the past year alone. They installed nearly 1,500 smoke alarms and reached thousands of people with fire safety information. In our area, the Red Cross handles an average of 350 emergency military calls every year and collects an average of 12,000 units of blood from our generous blood donors; and

WHEREAS, March is American Red Cross Month, a special time to recognize and thank the Red Cross volunteers and donors who give of their time and resources to help members of the community. The Red Cross depends on these local heroes to deliver help and hope during a disaster. We applaud our heroes here in Fluvanna County who give of themselves to assist their neighbors when they need a helping hand; and

WHEREAS, across the country and around the world, the American Red Cross responds to disasters big and small. It collects about 40 percent of the nation's blood supply; provides 24-hour support to military members, veterans and their families; teaches millions lifesaving skills such as lifeguarding and CPR; and through its Restoring Family Links program, connects family members separated by crisis, conflict or migration; and

WHEREAS, we dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission.

NOW, THEREFORE, the Fluvanna County Board of Supervisors does hereby PROCLAIM March as American Red Cross Month in the County of Fluvanna.

Adopted this 21st day of March, 2018.

John M. Sheridan, Chair
Fluvanna County Board of Supervisors

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

TAB N

MEETING DATE:	March 21, 2018				
AGENDA TITLE:	Proclaim March as Colon Cancer Awareness Month				
MOTION(s):	I move the Fluvanna County Board of Supervisors adopt the “Proclamation of March as Colon Cancer Awareness Month.”				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:					
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Proclamation: Proclaiming March Colon Cancer Awareness Month				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

PROCLAMATION

Proclaiming March 2018 Colorectal Cancer Awareness Month

WHEREAS, Colorectal Cancer is the second-leading cause of cancer deaths in the U.S. among men and women combined but there is currently no cure; and

WHEREAS, Colorectal Cancer affects men and women equally; and

WHEREAS, every 3 minutes, someone is diagnosed with Colorectal Cancer and every 10 minutes someone dies from colorectal cancer; and

WHEREAS the national goal established by the National Colorectal Cancer Roundtable is 80 percent of Americans ages 50 and older be screened by the year 2018; and

WHEREAS if the majority of people in the United States age 50 or older were screened regularly for colorectal cancer, the death rate from this disease could plummet by up to 70 percent; and

WHEREAS it is critical that all people, of all ages, know the signs and symptoms of the disease; and

WHEREAS observing a Colorectal Cancer Awareness Month during the month of March would provide a special opportunity to offer education on the importance of early detection and screening.

NOW, THEREFORE, the Fluvanna County Board of Supervisors does hereby **PROCLAIM** March as **Colorectal Cancer Awareness Month** in the County of Fluvanna, adopted this 21 day of March, 2018.

John M. Sheridan, Chair
Fluvanna County Board of Supervisors

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

January 10, 2018

No.	Item
1	FY18 BOS Contingency Balance report – 2018-03-21
2	FY18 Capital Reserve Memo – 2018-03-21
3	Unassigned Fund Balance Report – 2018-03-21
4	Code Compliance Summary January 2018
5	
6	
7	
8	
9	
10	

CODE COMPLIANCE VIOLATION STATISTICS**January - 2018**

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

Complaint Number	Tax Map Number	Property Owner	Address	Date of Complaint	Violation Type	Status*	Deadline	District
1611-01	18-(A)-25B	Stevens, Roger	Thomas Farm La. (Vacant)	11/3/2016	Junk/Inoperable Vehicle	Court	Circuit Court Appeal Final Disposition set for 04/05/2018	Palmyra
1709-03	4-(A)-114	Herrion, Vernon L.	15 Blue Ridge Dr.	9/20/2017	Violation of SUP 04-10	Permit Pend	02/20/2018	Palmyra
1710-01	43-(A)-39	Partusch, Brian D.	4855 Stage Junction Rd.	10/17/2017	Improper Use - Junkyard	Extended	02/17/2018	Columbia
1801-01	18A-(1)-204	Worley, James C. & Dawn M	30 Stonewall Rd.	01/08/2018	Junkyard	Cleared	n/a	Rivanna
1801-02	36-(A)-92B	Davis, Audrey & Kidd, Doris	100 Ridgecrest Ln.	01/17/2018	Dumping/Junk	Cleared	n/a	Cunningham
1801-03	28-(A)-14B	Beach, Timothy R. & Leigh A	571 Rhode School Lane	01/19/2018	Burning Plastic & Chemicals	Cleared DEQ	n/a	Cunningham
1801-04	4-(48)-2	Liberty Homes, Inc.	227 Kathys Ln.	01/24/2018	Construction Trash/Debris	Cleared	n/a	Palmyra
1801-05	36-(A)-97	Patterson, Hilton & Carolyn	1404 West River Rd.	01/26/2018	Junk/Debris	Extended	02/26/2018	Cunningham

STATUS DEFINITIONS*

Board - Case is pending Board Approval	Court Pending - Summons to be issued	Permit Pending - Applied for Permit to Abate Violation
Cleared - Violation Abated	Extended - Extension Given/Making Progress to Abate Violations	Rezoning - Property is in Rezoning Process
Court - Case is before Judge	Pending - Violation Notice Sent	SUP Pending - SUP Application made to Abate Violation

MISCELLANEOUS ACTIONS / TASKS

Biosolids Applied and Signs Displayed (Total – 33 Sites)

Compliance with Tenaska Virginia Sound Levels 01/17/2017

Signs Removed From Public Rights-Of-Way (Total – 42)

Placed and removed "Public Hearing Signs" as needed

Deliver packets to BOS, PC Members and Library

Circuit Court research of Transcontinental Gas Pipeline Corp., TM: 26-(A)-22 for determination of correct parcel size with Commissioner of Revenue office.

Evaluate Fluvanna County Code and Zoning Ordinance (Re: Chapter 10, Article 1 and Article 4, Sec.15-4-1) and attend BOS discussions

COUNTY OF FLUVANNA

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Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: March 21, 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
Less: FY18 Reassessment Contract Cost Increase – 02.07.18	-\$11,474
Less: ARC Building Repair and Maintenance – 02.21.18	-\$30,000
Available:	\$43,638.50

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MEMORANDUM

Date: March 21, 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 - Corrected	\$229,097
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:	\$149,230

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MEMORANDUM

Date: March 21, 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: FY17-18 Department Carryovers – 11.15.17	-\$105,481
Less: FY17-18 Schools Carryovers – 11.15.17	-\$515,000
Less: Farm Heritage Museum – 11.15.17	-\$54,470
Less: Image Trend Software – 12.20.17	-\$29,750
Less: The Local Choice Adverse Exp. Adj. – 01.31.18	-\$83,033
Less: Updates and Repairs at Carysbrook Field – 02.21.18	-\$25,000
Current FY18 Unassigned Fund Balance– Excess Above Policy Target:	\$6,345,605