



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

July 2, 2019 at 4:00 pm and 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

At 7:00pm

7 – ACTION MATTERS

- A EDTAC Charter Amendment—Bryan Rothamel, Economic Development Coordinator
- B Purchase of Fluvanna TMP 51-A-130—Steven M. Nichols, County Administrator
- C FY20 Social Services Pay Plan – Kim Mabe, Social Services Director
- D SCADA Services Project Agreements 1 and 2 - Cyndi Toler, Purchasing Officer
- E Dewberry Engineers Inc.- Project Agreements 2, 4 and 5 - Cyndi Toler, Purchasing Officer
- F Dewberry Engineers Inc. – Project Agreement 3- Cyndi Toler, Purchasing Officer

7A – APPOINTMENTS

- G EDTAC Membership Reappointments—Steven M. Nichols, County Administrator

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

- H Community Investment Collaborative Fund Update – Bryan Rothamel, Economic Development Coordinator
- I Affordable Senior Housing Project – DHCD Grant – Eric Dahl, Deputy County Administrator

9 – CONSENT AGENDA

- J Minutes of June 19, 2019 – Caitlin Solis, Clerk to the Board
- K CRMF PW20-001 - Skid Steer Repair – Dale Critzer, Assistant Director Public Works
- L Historical Society Farm Heritage Museum Funding - Mary Anna Twisdale, Director of Finance
- M FY19 Aid to Localities Funding – Fire Department - Mary Anna Twisdale, Director of Finance
- N FY19 Four-For-Life Supplemental Appropriation - Mary Anna Twisdale, Director of Finance
- O FY19 Sheriff Department Insurance Claim – 2014 Dodge Charger VIN#9289 - Liz McIver, Management Analyst

10 – UNFINISHED BUSINESS

TBD

Fluvanna County...The heart of 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.*

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)**13 – CLOSED MEETING & DINNER RECESS**

TBD

RECESS – DINNER BREAK**RECONVENE @ 7:00pm****RECONVENE****PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE****SPECIAL PRESENTATION**

Retirement Recognition of Steven M. Nichols, County Administrator

PUBLIC HEARINGS

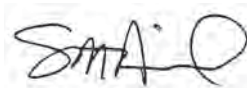
None.

PRESENTATIONS (normally not to exceed 10 minutes each)

Economic Development and Tourism Advisory Council (EDTAC) Update – Andy Sorrell, Chair, EDTAC

14 – CLOSED MEETING

TBD

15 – ADJOURN


Digitally signed by Steven M.
Nichols
Date: 2019.06.27 08:45:31 -04'00'

County Administrator Review

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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.

GENERAL RULES OF 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 defamatory or abusive language directed at any member of the Board or other person, to create excessive noise, or in any way incite persons to use such tactics. The Chair shall be the judge of such breaches, however, the Board may by majority vote of the Board members present and voting to overrule the judgment of the Chair.
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.

RULES OF PROCEDURE FOR PUBLIC HEARINGS

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"

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 A

MEETING DATE:	July 2, 2019				
AGENDA TITLE:	EDTAC Charter Revision				
MOTION(s):	I move to approve the revised Economic Development and Tourism Advisory Council (EDTAC) Charter, as presented.				
STRATEGIC INITIATIVE?	Yes XX	No	If yes, list initiative(s):	C1	
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Bryan Rothamel, Economic Development Coordinator Aaron Spitzer, Director of Parks & Recreation				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Current				
DISCUSSION:	EDTAC was established by the BOS on May 4, 2016. Several updates are needed to the charter to reflect membership needs and how the Council operates.				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	EDTAC was established by the BOS on May 4, 2016.				
ENCLOSURES:	<ul style="list-style-type: none"> Charter with draft changes 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CHARTER

Fluvanna County Economic Development and Tourism Advisory Council (EDTAC)

**Approved
By BOS:**
May 4, 2016
Rev. Jul 2,
2019

1. Purpose.

- a. The purpose of the Economic Development and Tourism Advisory Council (EDTAC) is to advise, assist, support, and advocate for suitable economic development and tourism policies, programs, and activities.
- b. The council helps maintain a County-wide perspective in support of a diversified economy, employment creation, higher paying jobs, and an expanded revenue base for local government services, while preserving and protecting the County's rural and agricultural character, heritage and cultural resources, and tourism opportunities.

2. Tasks / Responsibilities. In collaboration with County staff, the EDTAC works to:

- a. Promote Fluvanna County as both an ideal business location and an affordable tourist destination.
- b. Create a unique awareness of Fluvanna County through branding to increase business interest and leisure travel.
- c. Enhance communication with the business community and support business retention, expansion, and community marketing.
- d. Reduce barriers to business development and assist in maintaining a supportive business environment.
- e. Seek potential resources and partnerships to support economic development, including with public and private organizations involved in economic and tourism development.
- f. Identify regional economic development and tourism collaboration opportunities.
- g. Assist in developing tourism promotions and marketing efforts.
- h. Increase the number of special events and revenue producing activities at Pleasant Grove Park and at other venues in the County.
- i. Review other business- and tourism-related matters and issues referred to the EDTAC for study.

3. Council Membership

- a. Comprised of up to ~~13~~¹² voting members, with the citizen and business representatives being appointed by the Board of Supervisors.

- (1) Five Citizen Members (~~Preferably o~~One from each Election District)
- (2) Two Local Business Members
- (3) One Economic Development Authority Representative
- (4) One Chamber of Commerce Board Representative
- (5) One Fluvanna Historical Society Representative
- (6) One Farm Bureau Representative
- (7) ~~Director of Community &~~ Economic Development Office Representative
- (8) Director of Parks & Recreation

b. The Board of Supervisors will also appoint a Supervisor as a non-voting liaison to the Council.

c. Appointed member terms shall be three years or the remainder of a predecessor's term, and members shall be eligible for reappointment.

4. Member Skills Desired

- a. Ability to make proactive, positive contributions to enhance business and tourism in the county.
- b. Ability to assist in the conceptualization, development, and prioritization of economic development and tourism support projects.
- c. Skills in the principles of modern advertising and marketing, including the use of web-based information and the use of social media, such as Facebook, Twitter, YouTube, and others.
- d. Skills in creation and development of marketing materials to support Council and County business and tourism goals.
- e. Knowledge of use of analytics and tracking the performance of the website and search engine optimization.

5. Organizational Structure

- a. Officers: The Board will have a Chair, Vice Chair, and Secretary who are elected for one-year terms by the membership.
- b. Officers shall be elected by simple majority of appointed members and shall be eligible for reappointment for not more than three consecutive terms of office.
- c. Elections will be held annually at the first meeting of the year.

d. Duties of officers shall be those commonly ascribed to these offices:

(1) Chair will run the meeting and represent the Council in official capacities such as presenting to the Board of Supervisors.

(2) Vice Chair will fulfill the duties of the Chair in the absence of the Chair.

(3) Secretary will be responsible for keeping minutes of the meeting.

6. Procedural Rules

a. Bylaws

(1) The Council will adopt a set of written bylaws at the organizational meeting of the Council. The bylaws govern Council operations.

(2) Adoption of initial bylaws, or subsequent changes thereto, shall require approval by two-thirds of the Council membership.

(3) Proposed initial bylaws and subsequent change recommendations shall be submitted to the County Administrator for consideration and approval by the Board of Supervisors.

b. Meetings

(1) Public meetings are generally scheduled for the second Monday of each month at 6:00 pm, following the meetings of the Economic Development Authority.

(2) Meetings will be advertised via the County website. Special meetings may be called by the Chair with the consent of a majority of appointed members, and with 72-hour notice to all members and the posting on the County website.

(3) A quorum shall consist of a simple majority of appointed members.

c. Minutes: Minutes of each meeting will be prepared by the Secretary, and following adoption by the Council, shall be posted on the County website.

d. Recommendations and Reports: Council reports and action recommendations will be submitted in writing to the County Administrator for consideration by the Board of Supervisors on a regular meeting agenda. Documentation will include background information and justification for any recommended actions. The Council will present semiannual updates to the Board of Supervisors, usually in October and March.

7. Parliamentary Authority

a. Except as otherwise provided in its Bylaws, the Council shall be governed in its proceedings by the current edition of Robert's Rules of Order, Newly Revised.

b. Decisions will commonly be made by consensus. A formal vote shall be taken when a decision is required for policy recommendations and action items, or if the decision requires referral to the Board of Supervisors for formal approval.

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

TAB B

Meeting Date:	July 2, 2019				
AGENDA TITLE:	Purchase of Fluvanna TMP 51-A-130				
MOTION(s):	I move to ratify the contract for purchase and to accept at closing the deed of conveyance of Fluvanna tax map parcel 51-A-130 from Robert H. Shelton, subject to approval of the form of all documents by the County Attorney. I further move to authorize the County Administrator to execute the deed to evidence such acceptance and to execute any other documents he deems necessary or appropriate in connection with the purchase, all containing such terms as may be approved by the County Administrator.				
STRATEGIC INITIATIVE?	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):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Routine				
DISCUSSION:	This is an acquisition of approximately 8.793 acres of unimproved land adjoining existing County property and the Fluvanna Community Center in Fork Union.				
FISCAL IMPACT:	Purchase price is \$60,000.00.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Contract.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT, made this _____ day of _____, 2019, by and between ROBERT H. SHELTON, hereinafter called the "Seller", and THE BOARD OF SUPERVISORS OF THE COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, herein called the "Purchaser";

W I T N E S S E T H :

That, for and in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Purchase of Property: The Seller hereby agrees to sell, and Purchaser agrees to purchase, the following described real property ("the Property") in the Village of Fork Union, Fork Union Electoral District, Fluvanna County, Virginia, together with all improvements thereon and appurtenances thereto belonging, to-wit:

A certain parcel, containing 8.793 acres, more or less, lying on the northwesterly side U.S. Route 15, described by current numbering as Fluvanna County Tax Map parcel 51 A 130, being more particularly described and shown on a plat of R. O. Snow, C.L.S., dated June 4, 1974, of record in the Clerk's Office of the said County in Deed Book 103, page 125. If requested by Purchaser, the boundary survey of the Property by Maxey & Associates, P.C. dated September 23, 2016 will be recorded by Seller and referenced in the deed of conveyance of the Property.

2. Purchase Price: The purchase price of the Property shall be \$60,000.00 and such purchase price shall be paid in full upon closing and recording of the deed of conveyance.

3. Conveyance; time for closing; affidavits and certificates: Seller agrees to convey the property with appropriate deed containing general warranty and English covenants of title, free and clear of all liens and indebtedness of every kind, and free and clear of any covenants, conditions, restrictions, encumbrances or other matters which would render title defective, unmerchantable, or unmarketable, including, without limitation, any lease which would prevent or inhibit occupancy by the Purchaser at closing; provided, however, that such conveyance may be subject to utility easements of record as of the date hereof that do not adversely affect the Purchaser's reasonable use of the property for the purposes to which it is reasonably suited. Following execution of this contract, Seller shall not enter into any agreement affecting the Property, or grant or suffer any lien, mortgage or other encumbrance of any of the Property, contract to sell or enter into any lease of any portion of the Property, or convey any interest in any portion of the Property, including without limitation any easement or right-of-way, or initiate any governmental action with respect to the Property without the prior written consent of Purchaser, which may be granted or withheld in Purchaser's sole discretion. The Purchaser's obligations hereunder shall be subject to the approval of the County Attorney in accordance with law. Should title be found to be so defective, and Seller is unable to correct such defects within a reasonable

time, this contract may be declared null and void by the Purchaser. Closing shall occur at the offices of the Purchaser on or before August 1, 2019, or as soon thereafter as title can be examined and relevant documents prepared. Possession of the Property shall be delivered at Closing.

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

4. Costs and Expenses: Seller shall pay the State Revenue Tax normally charged Sellers; all amounts necessary to convey title free and clear of all liens and indebtedness, together with all costs necessary to correct any defects found in the title; and his own attorney's fees for all services rendered in connection with this transaction. The Purchaser shall pay the cost of preparation of the deed aforesaid by Purchaser's attorney; recording said deed; the cost of examining title to the property; the premium for owner's and mortgagee title insurance, if desired by Purchaser; and any attorney's fees incurred by Purchaser in connection with this transaction. It is acknowledged that Purchaser is exempt from taxation.

5. Prorations: All taxes and similar escrow deposits, if any, shall be prorated as of the date of closing.

6. Condition of Property: Except as otherwise expressly provided, Purchaser represents that an inspection satisfactory to the Purchaser has been made of the property, and Purchaser agrees to accept the property AS IS, in its present condition. Seller covenants that they will maintain the property in substantially its present condition.

The foregoing notwithstanding, Purchaser shall have the right to enter on the premises at any reasonable time, upon prior notice to Seller, for purposes of inspecting the subject property prior to closing. The foregoing notwithstanding, Purchaser, at its expense, shall have the opportunity to conduct such studies and investigations of the Property as Purchaser deems desirable, including, without limitation, to ensure that the Property is not contaminated with hazardous substances and that the Property is otherwise reasonably suitable for use for governmental purposes. Seller will give Purchaser, its architects, engineers and other consultants and representatives full access to the Property during normal business hours, and will use his best efforts to furnish Purchaser with all surveys, title policies, leases, contracts, licenses and any other information concerning the Property which Purchaser shall request and which is reasonably available to Seller. Purchaser's studies and investigations shall be performed at such times and in

such manner as shall be consistent with Seller's customary use of the Property. Except as the parties may otherwise agree, Purchaser's inspection of the property shall be done to be agreed between the parties, at a time, during normal business hours, on or before Monday, July 8, 2019.

Purchaser agrees that, in the event that closing shall not occur, Purchaser shall restore the Property to substantially its condition prior to any inspection provided for in this section.

8. Risk of Loss: Risk of loss by fire or casualty shall be borne by the Seller until closing.

9. Realtors' commission: Seller and Purchaser each represent and warrant to the other that there have been no real estate brokers involved in this transaction and that no sales compensation or commission arising out of this transaction is owed by either of them. The provisions of this paragraph shall survive Closing or any termination of this Contract.

10. Default: In the event that either party shall default under this contract, the substantially prevailing party, in addition to all other remedies available to the non-defaulting party, whether at law or in equity, shall be liable for any and all damages and expenses incurred by the substantially prevailing party in connection with the enforcement of this contract, including, but not limited to, attorneys' fees and costs.

11. Construction and Amendment: This agreement shall be construed in accordance with the laws of the Commonwealth of Virginia, shall be binding upon the heirs, successors and assigns of the parties, and may be amended only in writing. This contract is prepared in duplicate originals, either of which shall be equally authentic.

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

WITNESS the following signatures and seals:

Robert H. Shelton (Seal)
ROBERT H. SHELTON

THE BOARD OF SUPERVISORS OF THE
COUNTY OF FLUVANNA

BY John M. Sheridan

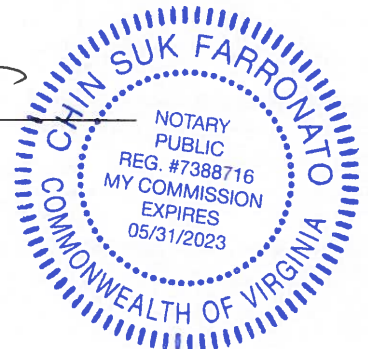
Approved as to form:

Andrew McPye
County Attorney

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me this 10th day of June, 2019, by Robert H. Shelton.

Chin Suk Farronato
NOTARY PUBLIC



My commission expires: 05/31/2023.

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA

The foregoing instrument was acknowledged before me this 5 day of June, 2019, by John M. Sheridan, on behalf of the Board of Supervisors of the County of Fluvanna, a political subdivision of the Commonwealth of Virginia.

Kelly Belanger Harris
NOTARY PUBLIC

My commission expires:



FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB C

Meeting Date:	July 2, 2019																
AGENDA TITLE:	FY20 Social Service Pay Plan																
MOTION(s):	I move the Board of Supervisors approve the proposed Social Services FY20 Pay Plan including targeted pay increases for employees consistent with recommendations of the internal alignment, not to exceed 10% per employee, with the State/Federal contribution being \$29,977 and the County contribution being \$28,799 and approve to accept the supplemental appropriation of \$29,977 from State/Federal funds.																
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):	Kim Mabe, Social Services Director																
PRESENTER(S):	Kim Mabe, Social Services Director																
RECOMMENDATION:	I recommend approval of the following action.																
TIMING:	Routine.																
DISCUSSION:	<ul style="list-style-type: none"> An internal alignment study of Social Service current salaries revealed 15 employees were under the State recommended salaries, ranging from 2.76% to 48.3% under salary. Recommended salaries are based on an employee's position in conjunction with their experience ratio applied to the local pay range for their position. Pay increases through an internal alignment must not exceed 10% per employee per year. Funding for pay increases through an internal alignment are at a 66% local, 34% federal match. The County budgeted \$15,000 for FY20 in State revenue for Social Services 3% COLA. Upon receipt in May 2019 of the Social Services FY20 State budget, it has been determined that \$25,000, will be available from State/Federal funds to support the 3% COLA. The below calculations applies this \$10,000 in unanticipated revenue toward a salary alignment. 																
FISCAL IMPACT:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">100% Targeted Option (NTE 10%)</td> </tr> <tr> <td style="text-align: right;">\$58,756</td> <td>Total Cost</td> </tr> <tr> <td style="text-align: right;">\$19,977</td> <td>Federal Match (34%)</td> </tr> <tr> <td style="text-align: right;">\$38,779</td> <td>Local Match (66%)</td> </tr> <tr> <td style="text-align: right;">- \$10,000</td> <td>Additional State/Federal Revenue</td> </tr> <tr> <td style="text-align: right;">\$28,799</td> <td>TOTAL LOCAL FUNDS</td> </tr> </table>					100% Targeted Option (NTE 10%)		\$58,756	Total Cost	\$19,977	Federal Match (34%)	\$38,779	Local Match (66%)	- \$10,000	Additional State/Federal Revenue	\$28,799	TOTAL LOCAL FUNDS
100% Targeted Option (NTE 10%)																	
\$58,756	Total Cost																
\$19,977	Federal Match (34%)																
\$38,779	Local Match (66%)																
- \$10,000	Additional State/Federal Revenue																
\$28,799	TOTAL LOCAL FUNDS																
POLICY IMPACT:	N/A																

LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X		X	

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

TAB D

MEETING DATE:	July 2, 2019				
AGENDA TITLE:	SCADA Services Project Agreements 1 and 2				
MOTION(s):	<p><u>Motion #1</u> I move the Board of Supervisors to approve the Project Agreement 1 between Fluvanna County and E-Merge Systems, Inc. for Fluvanna D&C SCADA Infrastructure Implementation in the amount of \$133,535.00, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.</p> <p><u>Motion #2</u> I move the Board of Supervisors to approve the Project Agreement 1 between Fluvanna County and E-Merge Systems, Inc. for WOPS & WWOPS RTU Infrastructure Implementation in the amount of \$137,842.50, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Recommend approval				
TIMING:	Routine				
DISCUSSION:	<p><u>Motion #1- Fluvanna D&C SCADA Infrastructure Implementation</u></p> <ul style="list-style-type: none"> ❖ Engineering services necessary for implementing SCADA infrastructure including submittal engineering (O&M manuals and As-builts), implementation, programming, on-site checkout, startup and training support as applicable. ❖ E-Merge shall also provide coordination services between software/hardware vendors, contractors and county personnel as pertaining to systems. ❖ The key proposed tasks include: <ul style="list-style-type: none"> ➤ Review overall design to support future growth. ➤ Develop System Architecture Detailed Design. ➤ Virtualization of Server for efficient maintainability. ➤ HMI Server/Workstation & Network Installation & Integration ➤ D&C Report Development and deployment – Two reports. ➤ An Alarm & Event Paging System to be implemented. ➤ Provide training and as-built documentation to county personnel. <p><u>Motion #2 - WOPS & WWOPS RTU Infrastructure Implementation</u></p> <ul style="list-style-type: none"> ❖ E-Merge Systems, Inc. will assist with engineering services necessary for designing and implementing RTU hardware infrastructure to support the Zion Crossroads development. ❖ The solution proposed will be based on Allen Bradley/Schneider PLC based RTU control panel. ❖ The task also entails to develop control sequence based on the specification developed by Dewberry and implementing an alarm paging system. ❖ E-Merge shall provide the necessary engineering services including system design and development, implementation, programming, on-site checkout, startup and 				

	training support.				
FISCAL IMPACT:	❖ Budgeted within the ZXR project budget				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	❖ SCADA Services Project Agreement 1 and 2				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

PROJECT AGREEMENT # 1
TERM CONTRACT BETWEEN COUNTY AND CONTRACTOR FOR SCADA
SERVICES
E-MERGE SYSTEMS, INC.

This Project Agreement #1 and Agreement Amendment (the Project Agreement”) made this ____ day of _____, 201__ , between Fluvanna County, Virginia (the “County”), a political subdivision of the Commonwealth of Virginia, and E-Merge Systems, Inc. (the “Consultant”), a Maryland corporation authorized to transact business in Virginia, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND CONTRACTOR FOR SCADA SERVICES dated the 21st day of June, 2019 (including all exhibits, and as modified by any amendments or addendums thereto the “Agreement”). All defined terms in the Agreement shall have the same meaning in this Project Agreement unless the context used herein requires otherwise.

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

Whereas, the Consultant submitted a proposal dated June 24, 2019 entitled “Fluvanna D&C SCADA Infrastructure Implementation”, attached hereto as **Exhibit 1 (the “Proposal”)** and made a material part hereof;

Whereas the proposed location of the 5’ Communications Easement on the Commonwealth of Virginia Department of Corrections property Fluvanna County Tax Map 4-A-97 is being realigned to account for the location of a previously unidentified small cemetery, the anticipated location is shown on the attached **Exhibit 2** incorporated herein by reference and made a material part hereof;

Whereas, the County desires that the Consultant complete all of the work and services set forth in the Proposal, including, without limitation, the services described therein as “engineering services necessary for implementing SCADA infrastructure”, the “Proposed Services”, “Project Management”, “System Evaluation – Design Engineering”, SCADA System Development & Deployment”, “System Acceptance”, “System IT Staff Training”, “Warranty” and all associated “Deliverables” (the “Task order Services” or the “Services”);

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

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

ARTICLE I: THE AGREEMENT

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

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

ARTICLE II: TASK ORDER

Consultant shall provide all work and services as needed and necessary or desired to complete Services on the Task Order consistent with all provisions of this Project Agreement, Exhibit 1 and the Agreement. The Consultant understands the realignment issue on the DOC Property affecting the 5' telecommunications easement relating to Services on this Task Order set forth in the recitations and further the Consultant understand and acknowledges that the proposed realignment set out in Exhibit 2 is not yet final and may change. The Consultant agrees such realignment including any potential further modifications will not impair its work on the Task Order and it can proceed with the Services on the Task Order even with such final realignment pending. The Consultant agrees to modify the work on the Task Order to address such realignment(s), including the final realignment, from time to time, at no additional costs to the County.

Any warranty provided by the Proposal shall be in addition to any warranties provide under the Agreement and shall in no way limit any warranties set forth in the Agreement.

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

Mr. Eric Dahl
Deputy County Administrator
132 Main Street
Palmyra, VA 22963
Phone: (434) 591-1930
E-mail: edahl@fluvannacounty.org

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

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

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

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

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

ARTICLE IV: FEES

The Consultant will receive up to a not-to-exceed fee of ONE HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED THIRTY-FIVE AND NO/100 (\$133,535.00); based on actual time worked; which shall be payable by the County, no more than monthly, and upon proper invoice by the Consultant as described herein. The invoice shall describe the services rendered in the invoice with specificity. The Consultant 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 Consultant to the County until the items or services purchased have been delivered to, inspected by and accepted by the County. In no event shall the fees due under this Project Agreement exceed \$133,535.00 and the Consultant agrees to complete all work on the Task Order for such not to exceed total even if the time and materials totals exceeds such amount.

The not-to-exceed fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

The flat fees are not-to exceed amounts. The hourly fees up to the not-to-exceed total per task shall be payable by the County upon proper invoice by the Consultant as described herein.

ARTICLE V: TERM

Consultant shall with due diligence and dispatch assiduously pursue this Task Order to completion, but in any event such Services and work being a part of the Task Order must be completed to the sole satisfaction of the County on or before the ____ day of _____, 201_. Time being of the essence. Further, the Consultant agrees to cooperate with the County and Dewberry Engineering, Inc. to coordinate a reasonable and appropriate written schedule for completion of the various milestones being a part of this Task Order appropriate for meeting the construction timelines and the overall final Project Agreement completion date. The parties agree to confirm such schedule of milestones in a writing signed by the parties which shall amend and become a material part of this Project Agreement. Each milestone deadline shall be material provision hereof, time of the essence. The Consultant agrees that unless the schedule of milestones is materially unreasonable or manifestly unfair to Consultant it shall not withhold or delay approval of the schedule of milestones. Notwithstanding the foregoing, if needed after the proposed completion date set forth herein, the Consultant agrees to modify the work on the Task Order to address such realignment(s), including the final realignment, from time to time, at no additional costs to the County.

ARTICLE VI: MISCELLANEOUS

As appropriate to the context, the singular will include the plural and vice versa, and reference to one gender will include the others. This Project Agreement may be executed in one or more counterparts, each of which will be considered the Project Agreement for all purposes of proof. In addition to allowing electronic signatures upon an electronic copy of this Project Agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Project Agreement contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Project Agreement. This Project Agreement will be binding upon and inure

to the benefit of the respective parties and their successors. This Project Agreement is not assignable by either party, except by operation of law. The legal address for the County and for the Consultant and the addresses for delivery of Notices and other documents related to the administration of this Project Agreement are as follows:

County:

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

Consultant:

E-Merge Systems, Inc.
ATTN: Janardan Lal
1314 East Cary Street
Richmond, VA 23219
Telephone: (804) 344-3511

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

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

Consultant:
E-Merge Systems, Inc.

County:
Fluvanna County

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

Approved as to form:

By: _____
Fluvanna County Attorney, by Kristina M. Hofmann, Assistant Fluvanna County Attorney



June 24, 2019

Cyndi Toler
 Purchasing Officer
 County of Fluvanna
 132 Main St.
 Palmyra, VA 22963
 434-591-1930 x1124

RE: Fluvanna D&C SCADA Infrastructure Implementation

Dear Mrs. Toler:

E-Merge Systems, Inc. (E-Merge) is pleased to provide a proposal for engineering services necessary for implementing SCADA infrastructure for Fluvanna County. E-Merge proposes to utilize virtualization technology to consolidate, enhance scalability and availability of the SCADA head-end Infrastructure.

E-Merge shall provide the necessary engineering services including submittal engineering (O&M manuals and As-builts), implementation, programming, on-site checkout, startup and training support as applicable. E-Merge shall also provide coordination services between software/hardware vendors, contractors and county personnel as pertaining to systems to ensure that the project is a success

Some noted improvements in new InTouch visualization software are:

- Support for Microsoft Windows Server 2012 & Server 2016 operating system.
- Alarm priorities expanded from three (Low, Medium and High), to seven (Informational, Low-Low, Low, Medium, High, High-High and Critical).
- Enhanced functionality for multi-monitor environments that allows user Interface to automatically span multiple monitors when entering Run mode.
- This read-only access to runtime InTouch graphics offers a cost-efficient option for users that simply need production or process status monitoring, KPI access and operational dashboards.
- The InTouch Web Client and InTouch Access Anywhere offerings enable visualization, collaboration and execution at various levels of the organization. They empower users to securely monitor, control and troubleshoot plant equipment or process from multiple locations at any time.



In order to facilitate inputs from various entities or stakeholders such as operations, IT and engineering, a design engineering phase to be conducted to collaborate and derive the final system architecture. A system architectural drawing will be developed and submitted for approval at the end of "Design Engineering". The intent is to have one meeting/workshop to develop and finalize the system design. At the end of the system design, county will be required to sign off on the design document prior and finalize to E-Merge proceeding with implementation.

Proposed baseline system comprises; (Final architecture/BOM to be developed)

1. Server Based Virtualized solution

- A SERVER running VMWARE Hypervisor hosting
 - Wonderware Historian Virtual Server
 - Wonderware SCADA Virtual Server
 - Microsoft Process Domain Controller 1 Virtual Server
 - Management Server (Network, Backup, WIN911 Paging, VM/vCenter Manager)
- Security/Storage Solution
 - Firewall/Hardware DMZ (County IT to decide)
 - A NAS for local backup.
 - 16 port Switch *
- Thin Client HMI nodes;
 - 2 SCADA client licenses
 - 2 Historian Analysis licenses

The key proposed tasks include:

- Review overall design to support future growth.
- Develop System Architecture Detailed Design.
- Virtualization of Server for efficient maintainability.
- HMI Server/Workstation & Network Installation & Integration
- D&C Report Development and deployment – Two reports.
- An Alarm & Event Paging System to be implemented.
- Provide training and as-built documentation to county personnel.



Assumptions

This proposal is based upon the following assumptions. If assumptions change, they may translate into additional cost and/or schedule adjustments.

- This proposal is based upon review meetings with County personnel and subsequent conversation with Dewberry personnel on June 2019. Additionally, Dewberry provided an updated Zion Crossroads improvements specification and drawings for reference.
- All hardware to be furnished by E-Merge.
- All tasks associated with Firewall and router to be furnished/provided by E-Merge.
- All tasks associated with remote Access/VPN setup to be provided by E-Merge.
- County contractors shall be responsible for emplacement of E-Merge furnished control panel or any hardware associated with the project.
- County contractors shall responsible for running any conduit or cable between control panels and field devices and any terminations at job site.
- Access to the proposed/existing server location.
- Access to operation personnel to demonstrate the operation of various functional areas.
- County operational personnel availability for system design workshops.
- No remote PLC/Controls programming effort is included in this scope.
- No report developing or programming effort other than list in this proposal is included.
- No telemetry evaluation or servicing effort is included in this scope.
- No electrical modification is included in E-Merge scope.

Proposed Services.

E-Merge Systems, Inc. (E-Merge) will assist County with engineering services necessary for implementing SCADA infrastructure for Fluvanna County. The proposed system shall utilize virtualization of various system application components. This arrangement makes disaster recovery and system upgrades/ patch management efforts more efficient and manageable. E-Merge shall ensure the proposed system architecture compliment to the County IT team overall goal and vision.

E-Merge proposes to provide a smooth and seamless transition to the proposed SCADA framework by careful coordination and interface with the DPU personnel. The Owner will be able to expand and upgrade the system with little effort, due to its flexibility and simplicity of operation.



Project Management

The objective of this task is to provide technical direction and control of project personnel and to provide a framework for project communications, reporting, and procedural and contractual activity. The subtasks are:

- Maintain overall project communications through the County Project Manager.
- Establish documentation and procedural standards for the development of the project.
- Prepare a detailed Project Plan for performance of this Statement of Work that defines the detailed task and schedule responsibilities.
- Measure and evaluate progress against the Project Plan and resolve deviations from the Project Plan.
- Conduct regularly scheduled project status meetings.
- Review and administer the Project Change Control Procedure with County Project Manager.
- Coordinate and manage the technical activities of project personnel.

Deliverables:

- Project Schedule document

System Evaluation-Design Engineering

In order to facilitate inputs from various entities or stakeholders such as operations, IT and engineering, a system evaluation /design engineering workshop to be conducted to develop and finalize system architecture and screen layouts.

This process would include the following subtasks:

- Conduct one workshop with various entities of County's choice.
- Develop Final System Acceptance Test Plan.
- Create a System Architecture document that defines the overall system architecture and data flows for the SCADA System. Existing system documentation will be used as a baseline to understand system operations. The Architecture document will include the following subtasks:
 - Describing the location and configurations of SCADA Server, other hardware and software.
 - Describe the system design points to ensure the reliability, scalability and availability of the system.

Deliverables:

- System Architecture document
- Submittals – Screen Layout, Tag naming convention and Alarm tags.

Note: County will be required to sign off on the design document prior to E-Merge proceeding with implementation.



SCADA System Development & Deployment

1. Development & deploy of SCADA Server and Software

- a. The objective of this task is to provide services necessary to develop a new SCADA application to the new hardware and OS platform and to ensure all the functionalities specified in the bid document is fully captured. An alarm paging system will be incorporated. System shall adhere to ANSI/ISA-101.01-2015 "Human Machine Interfaces for Process Automation Systems" guidance for usability, performance of and methodology for evaluating HMI effectiveness.

2. Setup and Configuration of Hypervisor Host Architecture

- a. The objective of this task is to provide services necessary to install and setup the Hypervisor and integrate Virtual Machines to the Host.

3. Setup and Configuration of various VMs per the design document

- a. SCADA App Server
- b. Domain Controller
- c. Management Server
- d. Historian Server

4. Develop & Implement a Historian Database

- a. The objective of this task is to provide services necessary for developing and implementing a new Historian platform. Initial Historian license will be for a 500tag system and is scalable as demand.

5. Develop and Implement ad-hoc Reports

- a. The objective of this task is to provide services necessary to develop and commission two ad-hoc reports to visualize the system data.

6. Setup and configuration of secured remote access for maintenance

- a. Provide ability to securely remote access SCADA Server to check status and make minor adjustments to applications through Microsoft Remote services or similar technology.

7. Creation of Automated Backup Schedules

- a. The objective of this task is to create automated backup schedules for SCADA and historical database files to a networked storage device.

8. Setup and configuration of network infrastructure



- a. The objective of this task is to provide services necessary for proper configuration of virtual switches and integration of the firewall/router and cellular hardware devices.

9. Setup and configuration of management server functionality

- a. The objective of this task is to provide services necessary for proper configuration of vCenter remote management, VM backups etc. System shall follow DHS established standards for ICS security under IC-CERT (<http://ics-cert.us-cert.gov/>).

10. In-House testing

- a. Deploy the application to the newly built machine and verify the operation.
- b. Deploy the Historian services to the server and verify the operation.
- c. Deploy the network infrastructure and verify the operation.
- d. Deploy the Virtualization infrastructure and verify the operation.
- e. Deploy and verify paging infrastructure.
- f. Allocate forty (40) hours of follow up support to accommodate reasonable request from county/E-Merge Factory Test.

Deliverables:

- Progress report per task
- FAT Test report

Installation Coordination and Startup

E-Merge will coordinate with County as to appropriate times for startup. We will completely debug the system, incorporate reasonable requests for changes, and build operator/facility personnel confidence in the new system.

This will consist of the following tasks:

- Install new Server at locations identified by System architecture drawing.
- Connect Server Switch to Process LAN.
- Deploy the application to the upgraded machine and verify the operation.
- Deploy the Historian services to the upgraded machine and verify the operation.
- Deploy the network infrastructure and verify the operation.
- Deploy the Virtualization infrastructure and verify the operation.
- Startup SCADA application.
- Deploy and verify paging infrastructure.
- Test SCADA application with real world I/O.
- Perform monitor and control functions.
- Test alarming, trending and historical logging.



System Acceptance

System acceptance shall be performed as required by the county to demonstrate system functionality and system performance. The system must be fully operational and available for use by the county twenty-four (24) hours per day, seven (7) days per week, at least ninety percent (90%) of the time during the performance period of 10 days.

System acceptance shall be performed to satisfy,

- Functionality of all SCADA screens.
- The ability to share data, printers and other resources transparently across the WAN.
- Operation of Client Nodes and Client SCADA applications (no process).
- Verify alarming, trending and data logging across the WAN.
- Verify Historian logging.
- Paging System.

Deliverables:

- Acceptance Plan

System IT Staff Training

In order for an implementation to be successful, E-Merge will provide the staff with 4 hours of formal system training. One such 4-hour sessions will be provided. Additionally, during the startup period, E-Merge shall provide informal hands on training. Training will address the following:

- System Architecture Overview
- Backup procedure
- vCenter operation
- Network troubleshooting

Deliverables:

- Training Agenda

Project Documentation

Deliverables:

Documentation indicating "As-Implemented" System will be provided and shall include,

- O&M Manual.
- System Architecture design.
- 1 electronics copy of the O&M Manual will be provided.



Warranty

E-Merge will provide one year of warranty on services and labor provided by E-Merge from date of Final Acceptance. Any modification to the system by others without E-Merge prior knowledge shall void the warranty.

E-Merge shall provide response time of 4 hours or less (via telephone) during the warranty period. If the problem is not resolved via telephone, E-Merge shall have a person onsite within 24 hours of receiving incident call.

E-Merge shall diligently work toward resolving the problem as soon as possible.

Note: County shall be responsible to subscribe 3rd party vendor warranty/support if applicable including from VMWARE, CISCO and/or Wonderware. E-Merge offers services to manage and provide above services and all ongoing support to maintain the SCADA system under our annual maintenance contract.

Cost Proposal

The above services shall be provided for a not to exceed value of \$133,535.00

Note: Detailed BOM to be provided after design phase.

Datasheet:

1. Server - Dell Power Edge
2. VMWARE Software - VMWare
3. Firewall - SonicWall
4. NAS - Drobo
5. Wonderware & Historian - Aveva
6. Rack UPS – APC
7. Server Enclosure – APC or equal
8. Cellular Modem – CradlePoint
9. One client machine – Dell Optiplex

- E-Merge shall provide services outside the scope or not listed under this proposal on T&M basis under the existing service agreement.
- E-Merge shall furnish project equipment and/or hardware if applicable at cost with ~~11% markup~~

Terms of Sale

- Price valid for 60 days from the date of proposal.

E-Merge *county* *city*



- Out of Scope Project Costs - All engineering services for this project will be based out of our Richmond, VA office. Out of scope rates shall be executed as per the contract rate that is in place.
- The customer is responsible for paying for waiting time if E-Merge personnel are prevented from working due to unavailability or lack of progress of other vendors.
- Travel time & rates shall be billed as per the contract terms.
- ~~Notwithstanding any of the provisions in the contract documents, E-Merge will not be liable for any incidental or consequential damages of any kind.~~ *Intentionally Omitted*
- ~~E-Merge will not be responsible for back charges for labor and/or material supplied by others unless such charges are authorized in writing by E-Merge.~~ *Intentionally Omitted*
- All site work is single shift per day. Weekdays only, no weekends. Day shift.

Payment Terms

- Payment Terms: Payment shall be based upon progress, payments based upon an agreed upon schedule of values. Billing will be generated once per month (last day) and payment terms are Net ~~x~~ 45 days from date of invoice.

Delivery:

E-Merge can begin work on the project 6 weeks after receipt of PO. We look forward to providing Fluvanna County with excellent Services.

Sincerely;

Janardan Lal – "LAL"

Business Development -Sr. Project Manager – Engineer | E-Merge Systems Inc.

mobile: 804.338.2728 (*) | office: 804.344.3511, ext 152 | fax: 800.608.6039

jlal@emergesystems.com | emergesystems.com |

Non-Disclosure: This document is intended for use only by Fluvanna County personnel in conjunction with the proposal review process for this project. Ideas, concepts or content contained in this document shall not be shared or disclosed to other personnel or companies without prior written approval from E-Merge Systems, Inc

Amir

- Out of Scope Project Costs - All engineering services for this project will be billed out of our Richmond, VA office. Out of Scope services shall be identified as per the contract terms and conditions.
- The customer is responsible for paying for working time of E-Merge personnel are prevented from working due to unavailability of a project or other reasons.
- Travel time & materials shall be billed as per the contract terms.
- E-Merge will not be responsible for any damages or loss of data or equipment that may occur during the project.
- All work is single shift per day, Weekdays only, no weekends - Day shift.

Payment Terms: Payment shall be based upon progress, payment based upon an agreed upon schedule. Billing will be generated once per month (last day) and payment terms are Net 30 days from date of invoice.

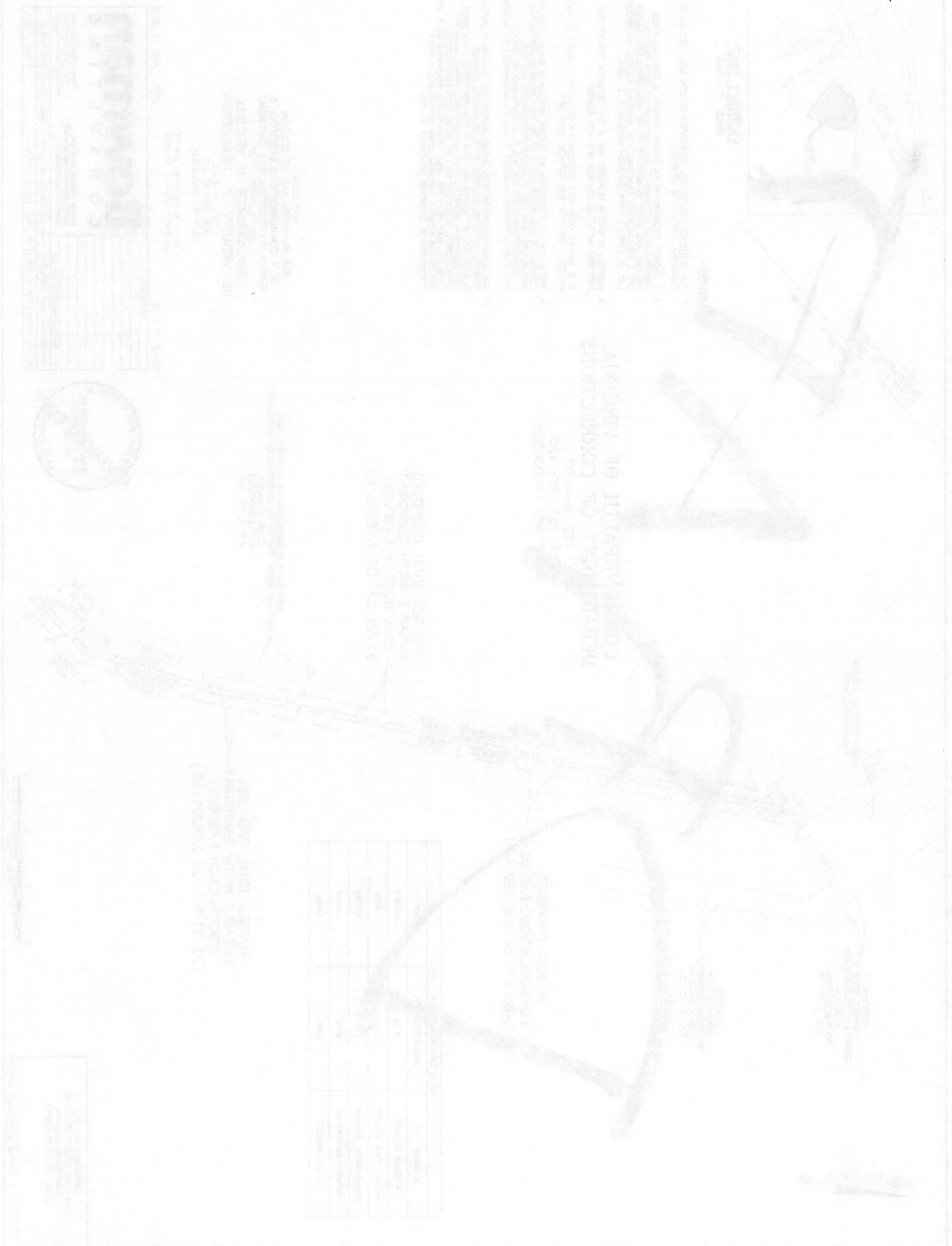
E-Merge can begin work on the project 6 weeks after receipt of PO. We look forward to providing Fluvanna County with excellent services.

Sincerely,

Amir
E-Merge Systems, Inc. - 12345 Main St. - Suite 100 - Richmond, VA 23220
Phone: 804.333.3333 | Office: 804.333.3333 | Fax: 804.333.3333
Email: amir@emerge-systems.com

Non-Disclosure: This document is for use only by Fluvanna County personnel in connection with this project and is not to be distributed outside of the project team. If this document is not to be shared with other personnel or companies without prior written approval from E-Merge Systems, Inc.

2019-07-02



5.4.3

PROJECT AGREEMENT # 2
TERM CONTRACT BETWEEN COUNTY AND CONTRACTOR FOR SCADA
SERVICES
E-MERGE SYSTEMS, INC.

This Project Agreement #2 and Agreement Amendment (the Project Agreement”) made this ____ day of _____, 201__ , between Fluvanna County, Virginia (the “County”), a political subdivision of the Commonwealth of Virginia, and E-Merge Systems, Inc. (the “Consultant”), a Maryland corporation authorized to transact business in Virginia, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND CONTRACTOR FOR SCADA SERVICES dated the 21st day of June, 2019 (including all exhibits, and as modified by any amendments or addendums thereto the “Agreement”). All defined terms in the Agreement shall have the same meaning in this Project Agreement unless the context used herein requires otherwise.

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Whereas the proposed location of the 5’ Communications Easement on the Commonwealth of Virginia Department of Corrections property Fluvanna County Tax Map 4-A-97 is being realigned to account for the location of a previously unidentified small cemetery, the anticipated location attached as **Exhibit 2 to Project Agreement #1** incorporated herein by reference and made a material part hereof;

Whereas, the County desires that the Consultant complete all of the work and services set forth in the Proposal, including, without limitation, the services described therein as “engineering services necessary for designing and implementing RTU hardware infrastructure, the “E-Merge Services”, and all associated deliverables (the “Task order Services” or the “Services”);

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

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

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ARTICLE II: TASK ORDER

Consultant shall provide all work and services as needed and necessary or desired to complete Services on the Task Order consistent with all provisions of this Project Agreement,

Exhibit 1 and the Agreement. The Consultant understands the realignment issue on the DOC Property affecting the 5' telecommunications easement relating to Services on this Task Order set forth in the recitations and further the Consultant understand and acknowledges that the proposed realignment set out in **Exhibit 2 to Project Agreement #1** is not yet final and may change. The Consultant agrees such realignment including any potential further modifications will not impair its work on the Task Order and it can proceed with the Services on the Task Order even with such final realignment pending. The Consultant agrees to modify the work on the Task Order to address such realignment(s), including the final realignment, from time to time, at no additional costs to the County.

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Mr. Eric Dahl
Deputy County Administrator
132 Main Street
Palmyra, VA 22963
Phone: (434) 591-1930
E-mail: edahl@fluvannacounty.org

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- (ii) Exhibit 1 hereto;
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Whenever possible, the terms of the above Agreement Documents shall be read together, however in the event of a conflict, the order of preference above shall govern which Agreement Document will control. In other words, (i) shall control over (ii) to (iii) above, and (ii) shall control over (iii).

ARTICLE IV: FEES

The Consultant will receive up to a not-to-exceed fee of ONE HUNDRED THIRTY-

SEVEN THOUSAND EIGHT HUNDRED FORTY-TWO AND 50/100 (\$137,842.50); based on actual time worked; which shall be payable by the County, no more than monthly, and upon proper invoice by the Consultant as described herein. The invoice shall describe the services rendered in the invoice with specificity. The Consultant 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 Consultant to the County until the items or services purchased have been delivered to, inspected by and accepted by the County. In no event shall the fees due under this Project Agreement exceed \$137,842.50 and the Consultant agrees to complete all work on the Task Order for such not to exceed total even if the time and materials totals exceeds such amount.

The not-to-exceed fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

The flat fees are not-to exceed amounts. The hourly fees up to the not-to-exceed total per task shall be payable by the County upon proper invoice by the Consultant as described herein.

ARTICLE V: TERM

Consultant shall with due diligence and dispatch assiduously pursue this Task Order to completion, but in any event such Services and work being a part of the Task Order must be completed to the sole satisfaction of the County on or before the ____ day of _____, 20____. Time being of the essence. Further, the Consultant agrees to cooperate with the County and Dewberry Engineering, Inc. to coordinate a reasonable and appropriate written schedule for completion of the various milestones being a part of this Task Order appropriate for meeting the construction timelines and the overall final Project Agreement completion date. The parties agree to confirm such schedule of milestones in a writing signed by the parties which shall amend and become a material part of this Project Agreement. Each milestone deadline shall be material provision hereof, time of the essence. The Consultant agrees that unless the schedule of milestones is materially unreasonable or manifestly unfair to Consultant it shall not withhold or delay approval of the schedule of milestones. Notwithstanding the foregoing, if needed after the proposed completion date set forth herein, the Consultant agrees to modify the work on the Task Order to address such realignment(s), including the final realignment, from time to time, at no additional costs to the County.

ARTICLE VI: MISCELLANEOUS

As appropriate to the context, the singular will include the plural and vice versa, and reference to one gender will include the others. This Project Agreement may be executed in one or more counterparts, each of which will be considered the Project Agreement for all purposes of proof. In addition to allowing electronic signatures upon an electronic copy of this Project Agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Project Agreement contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Project Agreement. This Project Agreement will be binding upon and inure to the benefit of the respective parties and their successors. This Project Agreement is not

assignable by either party, except by operation of law. The legal address for the County and for the Consultant and the addresses for delivery of Notices and other documents related to the administration of this Project Agreement are as follows:

County:

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

Consultant:

E-Merge Systems, Inc.
ATTN: Janardan Lal
1314 East Cary Street
Richmond, VA 23219
Telephone: (804) 344-3511

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

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

Consultant:
E-Merge Systems, Inc.

County:
Fluvanna County

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

Approved as to form:

By: _____

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



June 24, 2019

Cyndi Toler
Purchasing Officer
County of Fluvanna
132 Main St.
Palmyra, VA 22963
434-591-1930 x1124

RE: WOPS & WWOPS RTU Infrastructure Implementation.

Dear Mrs. Toler:

E-Merge Systems, Inc. is pleased to provide a proposal to assist Fluvanna county for engineering services necessary for designing and implementing RTU hardware infrastructure to support the Zion Crossroads development. The solution proposed will be based on Allen Bradley/Schneider PLC based RTU control panel. The task also entails to develop control sequence based on the specification developed by Dewberry and implementing an alarm paging system. E-Merge shall provide the necessary engineering services including system design and development, implementation, programming, on-site checkout, startup and training support.

Assumptions:

1. This proposal is based upon the following I/O count:

RTU	DI	DO	AI	AO
WOPS - Zion Crossroad Tank	20	5	3	0
WOPS- Booster Station	23	2	6	2
WWOPS – WWPS #1	30	2	4	2

- Plus 25% terminated spares.
2. This proposal is based upon review meetings with County personnel and subsequent conversation with Dewberry personnel on June 2019. Additionally, Dewberry provided an updated Zion Crossroads improvements specification and drawings for reference.
 3. Equipment not listed in this proposal to be supplied by others.
 4. County shall provide E-Merge personnel access to remote sites.
 5. County shall provide E-Merge with Contractor project schedule.
 6. All the parameters that need to be modified or monitored at SCADA shall be accessed or available through the PLC program.
 7. County contractors shall be responsible for emplacement of E-Merge furnished control panel or any hardware associated with the project.

E-Merge Systems, Inc. /1314 E Cary Street, Richmond, VA 23219

Tel: (804) 344-3511 / Fax: (800) 608-6039 / www.emergesystems.com

8. County contractors shall responsible for running any conduit or cable between control panels and field devices and any terminations at job site.
9. All the existing instrumentations will be maintained.
10. No electrical modification is included in E-Merge scope.
11. E-Merge shall provide enclosure and panel build service for RTU panel.
12. Proposal is developed based on the documentation provided on 06/17/19 by Dewberry.

E-Merge Services:

Following tasks were identified during the site visit.

1. Design power requirements, panel layouts, wiring diagrams, electrical schematics for RTU Panel.
2. Program and implement pump control logic and vulnerability recommendations per Dewberry specification.
3. Provide coordination with county personnel.
4. Develop control loop diagrams by module and field devices.
5. Develop PLC program based on the sequence of operation furnished by Dewberry.
6. Furnish and implement RTU panel with a PLC based RTU.
7. Furnish and configure cellular modem and secured wireless network between Headend site and RTU sites.
8. Implement current day and previous day flow totalization in local PLC.
9. Furnish & integrate a network switch, door sensor, surge suppressor and UPS to the system.
10. Map all I/O's from the field to the new PLC.
11. Integrate new signals and tags to the existing SCADA system and field OIT.
12. Onsite Checkout - termination checkout, I/O checkout, power checkout.
13. Verify and test the RTU control operation per sequence of operation document.
14. Verify the communication and signals between RTU sites and SCADA system.
15. E-Merge to provide the county with two - 4 hours sessions of formal training on RTU operation details.
16. Provide "As-Built" documentation program listings.

Cost Estimate:

The above services shall be provided for a not to exceed value of \$137,842.50

Note: Detailed BOM to be provided after design phase.

BOM:

RTU Panel	
1	Allen Bradley PLC
2	Power Supply
3	Intrusion Sensor
4	Surge Suppressor
5	Network Switch

E-Merge Systems, Inc. /1314 E Cary Street, Richmond, VA 23219

Tel: (804) 344-3511 / Fax: (800) 608-6039 / www.emergesystems.com

6	Smart UPS
7	15" Touch Panel for all three RTU sites
8	Nema 12 enclosure for Water Booster & WWPS
9	Nema 4x enclosure for Zion Crossroads Elevated Tank
10	Misc. panel materials – lightning arrestor, antenna accessories etc.

Terms of Sale

- Price valid for 60 days from the date of proposal.
- Out of Scope Project Costs - All engineering services for this project will be based out of our Richmond, VA office. Out of scope rates shall be executed as per the contract rate that is in place.
- The customer is responsible for paying for waiting time if E-Merge personnel are prevented from working due to unavailability or lack of progress of other vendors.
- Travel time & rates shall be billed as per the contract terms.
- ~~Notwithstanding any of the provisions in the contract documents, E-Merge will not be liable for any incidental or consequential damages of any kind.~~
- ~~E-Merge will not be responsible for back charges for labor and/or material supplied by others unless such charges are authorized in writing by E-Merge.~~
- All site work is single shift per day. Weekdays only, no weekends. Day shift.

Payment Terms

- Payment Terms: Payment shall be based upon progress, payments based upon an agreed upon schedule of values. Billing will be generated once per month (last day) and payment terms are Net 30 days from date of invoice.

Delivery:

E-Merge can begin work on the project 2 weeks after receipt of PO. We look forward to providing Fluvanna County with excellent Services.

Sincerely;



Janardan Lal – "LAL"

Business Development -Sr. Project Manager – Engineer | E-Merge Systems Inc.

mobile: 804.338.2728 (*) | office: 804.344.3511, ext 152 | fax: 800.608.6039

jlal@emergesystems.com | emergesystems.com |

Non-Disclosure: This document is intended for use only by Fluvanna County personnel in conjunction with the proposal review process for this project. Ideas, concepts or content contained in this document shall not be shared or disclosed to other personnel or companies without prior written approval from E-Merge Systems, Inc

E-Merge Systems, Inc. /1314 E Cary Street, Richmond, VA 23219

Tel: (804) 344-3511 / Fax: (800) 608-6039 / www.emergesystems.com

Kit
Emerge
County

45
Kit
Emerge
County

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

TAB E

MEETING DATE:	July 2, 2019				
AGENDA TITLE:	Dewberry Engineers Inc. – Project Agreements 2, 4 and 5				
MOTION(s):	<p><u>Motion #1</u> I move the Board of Supervisors approve a supplemental appropriation of \$235,570 from Unassigned Fund Balance to the CIP project budget for the Fluvanna County Water and Sewer Master Plan, to establish the funds necessary for Project Agreements 2, 4, and 5.</p> <p><u>Motion #2</u> I move the Board of Supervisors approve Project Agreement #2 for the Fluvanna County Utility Standards Manual Update with Dewberry Engineers Inc. in the amount of \$28,670, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.</p> <p><u>Motion #3</u> I move the Board of Supervisors approve the Project Agreement #4 for Asset Management Plan and Billing Rate and Capacity Fee Analysis with Dewberry Engineers Inc. in the amount of \$76,600, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.</p> <p><u>Motion #4</u> I move the Board of Supervisors approve the Project Agreement #5 for the Water and Wastewater Master Plan with Dewberry Engineers Inc. in the amount of \$130,300, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.</p>				
STRATEGIC INITIATIVE?	Yes X	No	If yes, list initiative(s):		C2
AGENDA CATEGORY:	Public Hearing	Action Matter x	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • The Board of Supervisors 2018-2019 STRATEGIC INITIATIVES AND ACTIONS under C-2 was to 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. The Project Agreements below are important components that address the long term needs for a Fluvanna County Water and Sewer Master Plan and all County utility systems. • PA2 - Fluvanna County Utility Standards Manual Update <ul style="list-style-type: none"> ○ The Department of Public Works (DPW) has created a draft Utility Standards Manual (USM) to be used for all Fluvanna County water and sewer projects. These standards require review, updates, and revisions to 				

	<p>ensure they are consistent with industry best practices and with Fluvanna County requirements.</p> <ul style="list-style-type: none"> ○ Utility Standards Manual represents the water and sewer system standards that will be used for the design of all public water and sewer system in the county. ● PA4 - Asset Management Plan and Billing Rate and Capacity Fee Analysis <ul style="list-style-type: none"> ○ Through the Asset Management Plan, the County wants to identify and estimate timeframes for future replacement projects as well as compile all operational costs. ○ The future improvements will be incorporated in the Water and Sewer Master Plan in order to consolidate projects into one implementation plan. ○ Once the projects from the Master Plan have been identified, billing rates will be analyzed to ensure that operational costs are adequately covered while the capacity fee analysis will be performed to verify the fee structure allows the County to meet the future goals in the Master Plan. ○ Recommendations for rate adjustments, if necessary, will be made in order to meet the financial goals and future needs of the County. ○ This task will include the development of an asset management plan for the County's FUSD, Palmyra, and Zion Crossroads systems. ● PA5 - Water and Wastewater Master Plan <ul style="list-style-type: none"> ○ Evaluate the existing water and wastewater supply, distribution, conveyance and treatment capacities in order to develop a plan for system expansion and upgrades to accommodate growth over a 30 year planning period. ○ Projects will be grouped by short term (1-5 years), medium term (6-10 years), long term (11-30 years), and ultimate buildout (beyond 30 years). ○ Available water supply and wastewater treatment capacities for Zion Crossroads, Fork Union Sanitation District (FUSD), Palmyra, and others will be analyzed in comparison to the projected population growth and water/sewer demands. 				
FISCAL IMPACT:	<ul style="list-style-type: none"> ● If approved, this will decrease Unassigned Fund Balance – Excess Above Policy Target from \$3,316,789 to \$3,081,219. 				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> ● Dewberry Engineers Inc. – Project Agreement 2 ● Dewberry Engineers Inc. – Project Agreement 4 ● Dewberry Engineers Inc. – Project Agreement 5 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

PROJECT AGREEMENT # 2
TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR
PROFESSIONAL SERVICES
UTILITY STANDARDS MANUAL UPDATE

This Project Agreement #2 and Agreement Amendment (the "Project Agreement") made this ____ day of _____, 201__, between Fluvanna County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and Dewberry Engineers Inc. (the "Consultant"), a New York corporation authorized to transact business in Virginia, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 31st day of October, 2018 (including all exhibits, and as modified by any amendments or addendums thereto the "Agreement"). All defined terms in the Agreement shall have the same meaning in this Project Agreement unless the context used herein requires otherwise.

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

Whereas, the Consultant submitted a proposal dated May 10, 2019 "Utility Standards Manual Update", attached hereto as **Exhibit 1 (the "Proposal")** and made a material part hereof;

Whereas, the County desires that the Consultant complete the work and services set forth in the Proposal, including, without limitation, the services described in the "Scope of Services" section therein as:

- 1: Review current draft USM and provide initial recommendations to the County;
 - 2: Conduct workshop with appropriate County staff to discuss revisions and gather County preferences;
 - 3: Make revisions to the written standards, Sections 1 through 12;
 - 4: Make revisions to existing construction details;
 - 5: Add additional sections and construction details to USM as deemed necessary during tasks 1 and 2; and
 - Task 6: Final review meeting to discuss the final version of the USM.
- (collectively the "Task order Services" or the "Services");

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

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

ARTICLE I: THE AGREEMENT

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

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

ARTICLE II: TASK ORDER

Consultant shall provide all work and services as needed and necessary or desired to

complete Services on the Task Order consistent with all provisions of this Project Agreement, Exhibit 1 and the Agreement.

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

Mr. Eric Dahl
Deputy County Administrator/Director of Finance
132 Main Street
Palmyra, VA 22963
Phone: (434) 591-1930
E-mail: edahl@fluvannacounty.org

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

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

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

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

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

ARTICLE IV: FEES

The Consultant will receive a not-to-exceed fee of TWENTY EIGHT THOUSAND SIX HUNDRED SEVENTY AND NO/100 DOLLARS (\$28,670.00); based on actual time worked and materials; which shall be payable by the County, no more than monthly, and upon proper invoice by the Consultant as described herein. The invoice shall describe the services rendered in the invoice with specificity. The Consultant 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 Consultant to the County until the items or services purchased have been delivered to, inspected by and accepted by the County. In no event shall the fees due under this Project Agreement exceed \$28,670.00 and the Consultant agrees to complete all work on the Task Order for such not to exceed total even if the time and materials totals exceeds such amount.

The not-to-exceed fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

The actual hourly fees charged by the Contactor for the Services will be based on the rates set forth on Exhibit 3 to the Agreement and will vary based upon the person completing the Services (for example, \$60 per hour for "Surveyor I", etc.). No subcontractors are authorized to complete the Services on this Task Order.

The flat fees are not-to exceed amounts. The hourly fees up to the not-to-exceed total per task shall be payable by the County upon proper invoice by the Consultant as described herein.

ARTICLE V: TERM

Consultant shall with due diligence and dispatch assiduously pursue these Task Orders to completion, but in any event such Services and work must be completed to the sole satisfaction of the County according to the Project Schedule due date below:

For the Services described on or before the ____ day of _____, 20____; with time being of the essence.

ARTICLE VI: MISCELLANEOUS

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

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

Consultant:
Dewberry Engineers Inc.

ATTN: Dan Villhauer
4805 Lake Brook Drive, Suite 200
Glen Allen, VA 23060
Telephone: (804) 290-7957
Facsimile: (804) 290-7928

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

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

Consultant:
Dewberry Engineers Inc.

County:
Fluvanna County

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

Approved as to form:

By: _____
Fluvanna County Attorney, by Kristina M. Hofmann, Assistant Fluvanna County Attorney

May 10, 2019

Mr. Eric Dahl
Deputy County Administrator/Director of Finance
County of Fluvanna
132 Main Street
Palmyra, Virginia 22963

**RE: Proposal for Professional Engineering Services
Fluvanna County Utility Standards Manual Update**

Dear Mr. Dahl:

Dewberry Engineers Inc. (Dewberry) is pleased to submit our proposal, per your request, to provide professional engineering services to update Fluvanna County's Utility Standards Manual. Dewberry's Project Understanding, Scope of Services, and Fee have been developed based on our discussions with you. The Work will be performed in accordance with our Contract for On-Call General Professional Engineering Services executed October 31, 2018.

PROJECT UNDERSTANDING

The Fluvanna County Department of Public Works (DPW) has created a draft Utility Standards Manual (USM) to be used for all Fluvanna County water and sewer projects. These standards require review, updates, and revisions to ensure they are consistent with industry best practices and with Fluvanna County requirements. The follow summarizes the existing draft standards manual to be reviewed, updated, and revised:

- Section 1 – General Conditions
- Section 2 – Water Supply Systems
- Section 3 – Water Supply Systems Design Parameters
- Section 4 – Water Supply Systems Construction
- Section 5 – Water Supply System Materials and Standards – Pipe and Fittings
- Section 6 – Sanitary Sewer Systems
- Section 7 – Sanitary Sewer Systems Design Parameters
- Section 8 – Sanitary Sewer System Construction
- Section 9 – Sewer System Materials and Standards – Pipe and Fittings
- Section 10 – Sewage Pumping Stations
- Section 11 – Supporting Construction
- Section 12 – Appeals
- Standard Drawings
 - Standard Drawings BH-01 through WS-01 (41 Total)

Mr. Eric Dahl
Utility Standards Manual Update
May 10, 2019
Page 2 of 2

SCOPE OF SERVICES

The Scope of Services for this project will include the following:

1. Review current draft USM and provide initial recommendations to the County.
2. Conduct workshop with appropriate County staff to discuss revisions and gather County preferences.
3. Make revisions to the written standards, Sections 1 through 12.
4. Make revisions to existing construction details.
5. Add additional sections and construction details to USM as deemed necessary during tasks 1 and 2.
6. Final review meeting to discuss the final version of the USM.

The updated standards and details will be provided to Fluvanna County in AutoCAD and Microsoft Word format.

COMPENSATION

Dewberry will provide the services stated above on a lump sum basis with a fee of **\$28,670**.

We look forward to the opportunity to serve Fluvanna County on this project. If you have any questions, or if you require additional information, please feel free to contact us.

Sincerely,

Dewberry Engineers Inc.



Danylo A. Villhauer, P.E.
Associate

Q:\PROPOSAL\2019\Fluvanna County\Standards Review and Update\2019.05.10 - Utility Standards Update Proposal.docx

Fluvanna County Utility Standards Update Work Breakdown Structure and Fee Estimate										
		QA/QC (Engineer VII)	Project Manager (Engineer V)	Project Engineer (Engineer III)	Project Engineer (Engineer I)	Two Person Survey Crew	Survey Computer (IV)	Survey Manager (Surveyor VIII)	Resident Construction Technician (II)	Totals
	Task/Subtask	\$ 190.00	\$ 160.00	\$ 125.00	\$ 100.00	\$ 140.00	\$ 100.00	\$ 150.00	\$ 65.00	
1	Utility Standards Update									
1	Review draft USM and provide initial recommendations	2	4		24					30
2	Review workshop with County	4	6							10
3	Make revisions to USM Sections 1 through 12	4	32		64					100
4	Make revisions to USM construction details	2	8		40					50
5	Add additional sections and details as necessary	1	8		24					33
6	Final review meeting	4	6							10
	Subtotal Hours	17	64	0	152	0	0	0	0	233
	Subtotal Cost	\$ 3,230.00	\$ 10,240.00	\$ -	\$ 15,200.00	\$ -	\$ -	\$ -	\$ -	\$ 28,670.00

PROJECT AGREEMENT # 4
TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR
PROFESSIONAL SERVICES
ASSET MANAGEMENT PLAN AND BILLING RATE AND CAPACITY FEE
ANALYSIS

This Project Agreement #4 and Agreement Amendment (the Project Agreement”) made this ____ day of _____, 201____, between Fluvanna County, Virginia (the “County”), a political subdivision of the Commonwealth of Virginia, and Dewberry Engineers Inc. (the “Consultant”), a New York corporation authorized to transact business in Virginia, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 31st day of October, 2018 (including all exhibits, and as modified by any amendments or addendums thereto the “Agreement”). All defined terms in the Agreement shall have the same meaning in this Project Agreement unless the context used herein requires otherwise.

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

Whereas, the Consultant submitted a proposal dated May 20, 2019 “Asset Management Plan and Billing Rate and Capacity Fee Analysis”, attached hereto as **Exhibit 1 (the “Proposal”)** and made a material part hereof;

Whereas, the County desires that the Consultant complete the work and services set forth in the Proposal, including, without limitation, the services described in the “Scope of Work” section therein as

- Task 1: Project Kickoff and Data Collection/Review
- Task 2: Asset Management Plan
- Task 3: Billing Rate and Capacity Fee Analysis

(collectively the “Task order Services” or the “Services”);

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

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

ARTICLE I: THE AGREEMENT

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

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

ARTICLE II: TASK ORDER

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

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

Mr. Eric Dahl
Deputy County Administrator/Director of Finance
132 Main Street
Palmyra, VA 22963
Phone: (434) 591-1930
E-mail: edahl@fluvannacounty.org

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

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

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

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

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

ARTICLE IV: FEES

The Consultant will receive a not-to-exceed fee of SEVENTY-SIX THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$76,600.00); based on actual time worked and materials; which shall be payable by the County, no more than monthly, and upon proper invoice by the Consultant as described herein. The invoice shall describe the services rendered in the invoice with specificity. The Consultant 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 Consultant to the County until the items or services purchased have been delivered to, inspected by and accepted by the County. In no event shall the fees due under this Project Agreement exceed \$76,600.00 and the Consultant agrees to complete all work on the Task Order for such not to exceed total even if the time and materials totals exceeds such amount.

The not-to-exceed fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

The actual hourly fees charged by the Contactor for the Services will be based on the rates set forth on Exhibit 3 to the Agreement and will vary based upon the person completing the Services (for example, \$60 per hour for "Surveyor I", etc.). No subcontractors are authorized to complete the Services on this Task Order.

The flat fees are not-to exceed amounts. The hourly fees up to the not-to-exceed total per task shall be payable by the County upon proper invoice by the Consultant as described herein.

ARTICLE V: TERM

Consultant shall with due diligence and dispatch assiduously pursue these Task Orders to completion, but in any event such Services and work must be completed to the sole satisfaction of the County according to the Project Schedule due date below:

For the Services described within 12 months of execution by the County of this Project Agreement #4. Time being of the essence.

ARTICLE VI: MISCELLANEOUS

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

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

Consultant:
Dewberry Engineers Inc.
ATTN: Dan Villhauer
4805 Lake Brook Drive, Suite 200
Glen Allen, VA 23060
Telephone: (804) 290-7957

Facsimile: (804) 290-7928

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

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

Consultant:
Dewberry Engineers Inc.

County:
Fluvanna County

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

Approved as to form:

By: _____
Fluvanna County Attorney, by Kristina M. Hofmann, Assistant Fluvanna County Attorney

May 20, 2019

Mr. Eric Dahl
Deputy County Administrator/Director of Finance
County of Fluvanna
132 Main Street
Palmyra, Virginia 22963

**RE: Proposal for Professional Engineering Services
Asset Management Plan and Billing Rate and Capacity Fee Analysis**

Dear Mr. Dahl,

Per your request, Dewberry Engineers Inc. (Dewberry) is pleased to present this proposal to Fluvanna County (County) for professional engineering services to prepare an Asset Management Plan and Billing Rate and Capacity Fee Analysis for the water and wastewater facilities in the County. The Work will be performed in accordance with our Contract for On-Call General Professional Engineering Services executed October 31, 2018.

PROJECT UNDERSTANDING

It is our understanding that the County seeks to develop an asset management plan and billing rate and capacity fee analysis to validate the current rate structure is financially sustainable. Through the Asset Management Plan, the County desires to identify and estimate timeframes for future renewal and replacement (R&R) projects as well as compile all operational costs. The R&R improvements will be incorporated in the Water and Sewer Master Plan in order to consolidated projects into one implementation plan. Once the projects from the Master Plan have been identified, billing rates will be analyzed to ensure that operational costs are adequately covered while the capacity fee analysis will be performed to verify the fee structure allows the County to meet the future goals enumerated in the Master Plan. Recommendations for rate adjustments, if necessary, will be made in order to meet the financial goals and future needs of the County.

SCOPE OF WORK

Task 1: Project Kickoff and Data Collection/Review

This task will include the initial project coordination and data collection and review. The scope will include the following:

1. Conduct a kickoff meeting to review project requirements, outline responsibilities, and set schedules for planned meetings and workshops.
2. Collect available information in support of developing the water and wastewater master plan. This information will include:
 - a. Record drawings of existing facilities
 - b. Operational data
 - c. Work order history
 - d. Energy usage and costs

- e. Financial reports
- f. Operation and maintenance manuals
- g. Current billing rates and capacity fees
- 3. Review collected data and coordinate any data gaps with the County
- 4. Develop condition and criticality factors to be used during the business risk analysis in coordination with County Staff

Task 2: Asset Management Plan

This task will include the development of an asset management plan for the County's FUSD, Palmyra, and Zion Crossroads systems. The scope will include the following:

- 1. Develop an inventory of all assets to be included in the asset management plan.
- 2. Determine condition of all existing assets through either desktop analysis or site visits. Site visits and visual inspections of all above-ground facility will be performed by water/wastewater engineers. This will include the following facilities:
 - a. FUSD
 - i. 7 wells/well houses
 - ii. 2 water treatment plants
 - iii. 2 storage tanks
 - b. Palmyra
 - i. 1 wastewater treatment plant (WWTP)
 - ii. 1 pump station
- 3. Compile a list of preventative maintenance items and costs for assets to be included in the asset management plan.
- 4. Develop prioritized list of asset-based improvements
- 5. Perform business risk analysis to prioritize renewal and replacement projects
- 6. Prepare budgetary cost estimates for R&R projects
- 7. Preparation and submittal of draft report
- 8. Revisions based on comments from the County and final submission
- 9. Incorporate R&R recommendations from the Asset Management Plan with recommendation provided in the Water and Wastewater Master Plan
- 10. Two (2) meeting with the County to discuss the draft report with the County

Task 3: Billing Rate and Capacity Fee Analysis

A rate analysis will be conducted to estimate revised rates that will be necessary to generate adequate revenue for payment of related new debt service and operational cost associated with implementation of the recommended improvements identified in the Water and Sewer Master Plan. The scope will include the following:

- 1. Collect existing water and sewer user information, as well as the most recent utility budget from the County.
- 2. Develop a calibrated rate model using existing user demand information and current rate structure(s) to simulate current water and sewer revenue.
- 3. Evaluate and develop a capacity availability fee for future connections based on the County's preferred structure (i.e. meter size, commercial/industrial only, demand based, etc.).
- 4. Work with the County to establish desired rate proportioning (i.e. flat, descending, acceptable minimum user rates, etc.) to cover replacement of short lived assets, desired reserves and levels of acceptable risk associated with forecasting of new users.
- 5. Utilize CIP and R&R improvements recommended for implementation to develop debt service estimates, and additional associated operational cost.

Mr. Eric Dahl
Asset Management Plan and Billing Rate and Capacity Fee Analysis
May 20, 2019
Page 3 of 4

6. Utilize the rate model to derive new water and sewer rates for the proposed feasible near-term build-out options.
7. Provide an abbreviated comparative rate summary comparing new proposed rates to rates of adjacent localities and published statewide rates for similar size localities.
8. Attend two (2) review/coordination meetings.

SCHEDULE

Dewberry proposes to complete the Asset Management Plan and Billing Rate and Capacity Fee Analysis Plan within 12 months of the notice to proceed date.

FEE

Dewberry will provide the professional engineering services outlined in this proposal for a lump sum fee of **\$76,600.00**.

Additional information on the proposed fee is provided in our work breakdown structure and cost estimate, which is included as an attachment to this proposal.

ASSUMPTIONS

1. The County will provide all required Record Drawing information needed. Field verification or survey of water and sewer infrastructure is not included.
2. The condition assessment site visits will take no more than three (3) days.
3. The condition assessment will include a visual inspection only by water and wastewater engineers. The visual inspection shall include all components that are visible through normal access without entering confined spaces or climbing ladders on tanks. A detailed structural, tank coating, electrical, architectural, or mechanical evaluation is not included in this scope of work. If items of concern are noted during the inspection, a detailed follow-up inspection may be required as an additional task which is outside of the scope of work of this project.
4. The preparation of preliminary engineering reports, design documents and construction administration services for recommended improvements is not included in the scope of this project.
5. Field environmental surveys and permitting is not included in this scope as it is anticipated that this will be provided during the design phase.
6. Geotechnical engineering or field services are not included as it is assumed that this will be provided during the design phase.
7. The preparation of permit applications or assisting in obtaining permits is not included in the scope of this project.

We look forward to the opportunity to serve Fluvanna County on this project. If you have any questions, or require additional information, please feel free to contact us.

Sincerely,
Dewberry Engineers Inc.



Mr. Eric Dahl
Asset Management Plan and Billing Rate and Capacity Fee Analysis
May 20, 2019
Page 4 of 4

Danylo A. Villhauer, P.E.
Associate

Attachments: Work Breakdown Structure and Cost Estimate

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Fluvanna County Asset Management Plan and Billing Rate and Capacity Fee Analysis Work Breakdown Structure and Cost Estimate						
Task/Subtask	QA/QC (Engineer VIII)	Project Manager (Engineer V)	Project Engineer (Engineer III)	Project Engineer (Engineer I)	Other Direct Costs	Totals
Task 1 - Project Kickoff and Data Collection/Review						
1 Project Kickoff Meeting	6	6				12
2 Coordinate Data Collection	4	4				8
3 Review Collected Data	4	8		20		32
4 Develop condition and criticality factors	4	4				8
Subtotal Hours	18	22	0	20	N/A	60
Subtotal Cost	\$ 3,420.00	\$ 3,520.00	\$ -	\$ 2,000.00	\$ -	\$ 8,940.00
Task 2 - Asset Management Plan						
1 Develop asset inventory		8		20		28
2 Desktop condition assessment	4	8		20		32
3 Site visits	4	8	30	40		82
4 Compile a list of preventative maintenance items and costs	2	8		24		34
5 Develop prioritized list of asset-based improvements	2	8		24		34
6 Perform business risk analysis to prioritize renewal and replacement projects	2	8		16		26
7 Prepare budgetary cost estimates for R&R projects	2	6		12		20
8 Preparation and submittal of draft report	2	20		40		62
9 Revisions and final submission	4	8		8		20
10 Incorporate recommendations in the Asset Management Plan with recommendation provided in the Utility Master Plan		2		4		6
11 Two (2) meeting with the County to discuss the draft report	12	12		24		48
Subtotal Hours	34	96	30	232	N/A	392
Subtotal Cost	\$ 6,460.00	\$ 15,360.00	\$ 3,750.00	\$ 23,200.00	\$ -	\$ 48,770.00
Task 3 - Billing Rate and Capacity Fee Analysis						
1 Information collection and organization			4			4
2 Development of calibrated rate model	4	12	24			40
3 Development of capacity availability fee	4	8	12			24
4 Develop rate structure, estimate reserves required	2	6	8			16
5 Estimate debt service expectations and operation cost		2	8			10
6 Derive new proposed water and sewer rates	2	6	8			16
7 Comparative rate analysis		2	6			8
8 Attend two (2) review/coordination meetings	6	6				12
Subtotal Hours	18	42	70	0	0	130
Subtotal Cost	\$ 3,420.00	\$ 6,720.00	\$ 8,750.00	\$ -	\$ -	\$ 18,890.00

Total Labor Costs Tasks 1 - 3		
Task 1 - Project Kickoff and Data Collection/Review		\$ 8,940.00
Task 2 - Asset Management Plan		\$ 48,770.00
Task 3 - Billing Rate and Capacity Fee Analysis		\$ 18,890.00
Tasks 1-3 Subtotal for Lump Sum Price Proposal		\$ 76,600.00

PROJECT AGREEMENT # 5
TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR
PROFESSIONAL SERVICES
WATER AND WASTEWATER MASTER PLAN

This Project Agreement #5 and Agreement Amendment (the "Project Agreement") made this ____ day of _____, 201__, between Fluvanna County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and Dewberry Engineers Inc. (the "Consultant"), a New York corporation authorized to transact business in Virginia, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 31st day of October, 2018 (including all exhibits, and as modified by any amendments or addendums thereto the "Agreement"). All defined terms in the Agreement shall have the same meaning in this Project Agreement unless the context used herein requires otherwise.

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

Whereas, the Consultant submitted a proposal dated May 20, 2019 "Water and Wastewater Master Plan", attached hereto as **Exhibit 1 (the "Proposal")** and made a material part hereof;

Whereas, the County desires that the Consultant complete the work and services set forth in the Proposal, including, without limitation, the services described IN THE "Scope of Work" section therein as

- Task 1: Project Kickoff and Data Collection/Review
 - Task 2: Demand Projections
 - Task 3: Water Supply Evaluation
 - Task 4: Water Distribution System Evaluation
 - Task 5: Wastewater Collection and Conveyance System Evaluation
 - Task 6: Wastewater Treatment Evaluation
 - Task 7: Water and Wastewater Master Plan Report
- (collectively the "Task order Services" or the "Services");

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

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

ARTICLE I: THE AGREEMENT

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

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

ARTICLE II: TASK ORDER

Consultant shall provide all work and services as needed and necessary or desired to complete Services on the Task Order consistent with all provisions of this Project Agreement,

Exhibit 1 and the Agreement.

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

Mr. Eric Dahl
Deputy County Administrator/Director of Finance
132 Main Street
Palmyra, VA 22963
Phone: (434) 591-1930
E-mail: edahl@fluvannacounty.org

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

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

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

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

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

ARTICLE IV: FEES

The Consultant will receive a not-to-exceed fee of ONE HUNDRED THIRTY THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$130,300.00); based on actual time worked and materials; which shall be payable by the County, no more than monthly, and upon proper invoice by the Consultant as described herein. The invoice shall describe the services rendered in the invoice with specificity. The Consultant 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 Consultant to the County until the items or services purchased have been delivered to, inspected by and accepted by the County. In no event shall the fees due under this Project Agreement exceed \$130,300.00 and the Consultant agrees to complete all work on the Task Order for such not to exceed total even if the time and materials totals exceeds such amount.

The not-to-exceed fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

The actual hourly fees charged by the Contactor for the Services will be based on the rates set forth on Exhibit 3 to the Agreement and will vary based upon the person completing the Services (for example, \$60 per hour for "Surveyor I", etc.). No subcontractors are authorized to complete Services on this Task Order.

The flat fees are not-to exceed amounts. The hourly fees up to the not-to-exceed total per task shall be payable by the County upon proper invoice by the Consultant as described herein.

ARTICLE V: TERM

Consultant shall with due diligence and dispatch assiduously pursue these Task Orders to completion, but in any event such Services and work must be completed to the sole satisfaction of the County according to the Project Schedule due date below:

For the Services described within 12 months of execution by the County of this Project Agreement #5. Time being of the essence.

ARTICLE VI: MISCELLANEOUS

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

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

Consultant:
Dewberry Engineers Inc.

ATTN: Dan Villhauer
4805 Lake Brook Drive, Suite 200
Glen Allen, VA 23060
Telephone: (804) 290-7957
Facsimile: (804) 290-7928

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

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

Consultant:
Dewberry Engineers Inc.

County:
Fluvanna County

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

Approved as to form:

By: _____
Fluvanna County Attorney, by Kristina M. Hofmann, Assistant Fluvanna County Attorney

May 20, 2019

Mr. Eric Dahl
Deputy County Administrator/Director of Finance
County of Fluvanna
132 Main Street
Palmyra, Virginia 22963

**RE: Proposal for Professional Engineering Services
Water and Wastewater Master Plan**

Dear Mr. Dahl,

Per your request, Dewberry Engineers Inc. (Dewberry) is pleased to present this proposal to Fluvanna County (County) for professional engineering services to prepare a Water and Wastewater Master Plan for the water and wastewater facilities in the County. The Work will be performed in accordance with our Contract for On-Call General Professional Engineering Services executed October 31, 2018.

PROJECT UNDERSTANDING

It is our understanding that the County seeks to develop a Water and Wastewater Master Plan to evaluate the existing water and wastewater supply, distribution, conveyance and treatment capacities in order to develop a plan for system expansion and upgrades to accommodate growth over a 30 year planning period. Projects will be grouped by short term (1-5 years), medium term (6-10 years), long term (11-30 years), and ultimate buildout (beyond 30 years). Available water supply and wastewater treatment capacities for Zion Crossroads, Fork Union Sanitation District (FUSD), Palmyra, and others will be analyzed in comparison to the projected population growth and water/sewer demands. The existing water and sewer models for the Zion Crossroads system will be utilized to assist in the planning of future upgrades and expansions. Project deliverables will include a bound report that will generally include an overview of the existing systems, summary of existing private community systems currently in operation within the County, recommendations for future infrastructure upgrades to meet future demands, budgetary cost estimates and recommendations for water supply and wastewater treatment capacity to meet future water and wastewater needs. A separate asset management plan will be developed to perform a business risk analysis to identify and estimated timeframes for future renewal and replacement (R&R) projects. Improvements from the capacity analysis and business risk analysis will be incorporated in to one master plan. Once the projects from the master plan have been identified, a rate analysis is recommended to provide recommendations for rate adjustments to meet the goals and future needs of the County.

SCOPE OF WORK

Task 1: Project Kickoff and Data Collection/Review

This task will include the initial project coordination and data collection and review. The scope will include the following:

1. Conduct a kickoff meeting to review project requirements, outline responsibilities, and set schedules for planned meetings and workshops.
2. Collect available information in support of developing the water and wastewater master plan. This information will include:
 - a. Latest comprehensive plan
 - b. Population and growth projections by Weldon Cooper
 - c. Water and wastewater supply, conveyance, and treatment agreements
 - d. Water and sewer permits
 - e. Geographic Information System (GIS) data
 - f. Record Drawings of existing facilities
 - g. Water and sewer meter data
 - h. Operational data
3. Review collected data and develop level of service criterion to serve as the basis of analysis for the Water and Wastewater Master Plan. These criteria would include triggers for upgrades such as minimum pressure, minimum fire flow requirements, maximum depth to diameter ratio, maximum velocity, etc.
4. Develop level of service criteria to be used as the basis of analysis for identifying and timing improvements.

Task 2: Demand Projections

This task will include working with the County to develop water and sewer demand projections over the 30 year planning period. It is assumed that the projections will span the entire planning horizon in order to estimate the anticipated demands and flow at the end of the planning period. The scope will include the following:

1. Preparation of a preliminary demand projection methodology to be used for review and discussion with the County.
2. Workshop with the County to develop the demand projections.
3. Calculation of preliminary demands at each planning time step.
4. Workshop with the County to review and adjust preliminary demands.
5. Revision of future demands based on County comments.

Task 3: Water Supply Evaluation

This task will include the evaluation of the County's water supply to ensure that it can meet current and future water needs. The scope will include the following:

1. Analyze existing water supply sources available in the County near designated service areas, listed below:
 - a. Existing wells to serve FUSD
 - b. Department of Corrections to serve Zion Crossroads
 - c. James River Water Authority to serve FUSD and Zion Crossroads
 - d. Louisa County Water Authority to serve Zion Crossroads
 - e. Existing Bremono intake to serve FUSD
2. Coordinate with adjacent jurisdictions to determine available capacity at their water treatment plants.
3. Evaluation of future water supply and treatment needs. The evaluation of future water supply options will include a comparison of estimated costs of each water supply option.
4. Analyze and identify improvements needed at the DOC water treatment facility to meet the future needs at Zion Crossroads based on water demand projections.
5. Analyze and identify improvements needed to utilize raw water capacities with JRWA and Bremono intakes.
6. Preparation of budget cost estimates for supply and treatment improvement projects.

7. Attend four (4) meetings to discuss progress and results.

Task 4: Water Distribution System Evaluation

This task will include the evaluation of the County's water supply and distribution system to ensure that it can meet current and future water needs based on projected demands. The existing water model, which was developed in Bentley WaterGEMS modeling software, will be used for the Zion Crossroads water distribution system analysis. The scope will include the following:

1. Validate model accuracy with test results gathered during startup.
2. Coordinate with adjacent jurisdictions to determine available capacity at the water collection point(s).
3. Develop steady-state and extended period scenarios for each time step during planning period, as defined by Task 2, for the purpose of analyzing the existing water infrastructure's capacity to serve the County in the future based on the projected water demands.
4. Allocate water demands for each scenario and analyze system capacity.
5. Identification and preliminary sizing of future Capital Improvement Plan (CIP) projects needed to serve projected water demands.
6. Preparation of budget cost estimates for CIP projects.
7. Attend four (4) meetings to discuss progress and results (it is assumed that these meetings will be held the same day as the water supply evaluation meetings described in Task 3).

Task 5: Wastewater Collection and Conveyance System Evaluation

This task will include the evaluation of the County's wastewater collection and conveyance system to ensure that it can effectively meet current and future wastewater needs. The existing sewer model, which was developed in Bentley SewerGEMS modeling software, will be used for the Zion Crossroads wastewater collection system analysis. The scope will include the following:

1. Validate model accuracy with test results gathered during startup.
2. Coordinate with adjacent jurisdictions to determine available capacity at the wastewater collection point(s).
3. Develop sewer modeling scenarios for planning horizon, defined by Task 2, for the purpose of analyzing the existing sewer system's capacity to serve the County in the future based on the projected loads.
4. Allocate sewer demands for each scenario and analyze system capacity.
5. Identification of sewer sheds to aid in the location of future regional facilities in target growth areas (as identified in Task 1).
6. Identification and preliminary sizing of future CIP projects needed to serve projected sewer demands.
7. Preparation of budget cost estimates for CIP projects.
8. Attend four (4) meetings to discuss progress and results (it is assumed that these meetings will be held the same day as the water supply evaluation meetings described in Task 3).

Task 6: Wastewater Treatment Evaluation

This task will include the evaluation of the County's wastewater treatment capacity to ensure that it can meet future wastewater needs. The scope will include the following:

1. Analyze existing treatment options available in the County near designated service areas, listed below:
 - a. Existing Palmyra WWTP
 - b. Department of Corrections
 - c. Louisa County Water Authority

2. Coordinate with adjacent jurisdictions to determine available capacity at their wastewater treatment plants.
3. Identification and evaluation of future wastewater treatment needs. The evaluation of future wastewater disposal options will include a comparison of estimated costs of each wastewater treatment option.
4. Analyze and identify improvements needed at the DOC wastewater treatment facility to meet the future needs at Zion Crossroads based on sewer demand projections.
5. Analyze and identify improvements needed to utilize permitted nutrient load allocations at Palmyra WWTP in the Zion Crossroads service area.
6. Analyze and identify improvements needed to utilize permitted nutrient load allocations at Zion Crossroads WWTP in the Zion Crossroads service area.
7. Preparation of budget cost estimates for supply and treatment improvement projects.
8. Attend four (4) meetings to discuss progress and results (it is assumed that these meetings will be held the same day as the water system meetings described in Task 3).

Task 7: Water and Wastewater Master Plan Report

This task will include the preparation of the Water and Wastewater Master Plan report incorporating the work conducted in the previous tasks. The project deliverable for the Water and Wastewater Master Plan will include multiple copies of one (1) bound report that incorporates all of the elements described above. The report will include mapping to summarize all planned projects for water and wastewater system improvements and cost projections for these projects over the planning period. The scope will also include the following:

1. Incorporation of Asset Management Plan recommendations
2. Preparation and submittal of draft report.
3. One meeting with the County to discuss the draft report.
4. Revisions to the master plan based on comments from the County.
5. Final report submission to the County.

SCHEDULE

Dewberry proposes to complete the Water and Wastewater Master Plan within 12 months of the notice to proceed date.

FEE

Dewberry will provide the professional engineering services outlined in this proposal for a lump sum fee of **\$130,300.00**.

Additional information on the proposed fee is provided in our work breakdown structure and cost estimate, which is included as an attachment to this proposal.

ASSUMPTIONS

1. The County will provide all required Record Drawing information needed. Field verification or survey of water and sewer infrastructure is not included.
2. The condition assessment site visits will take no more than three (3) days.

Mr. Eric Dahl
Water and Sewer Master Plan
May 20, 2019
Page 5 of 5

3. Bench scale studies or pilot studies are not included as part of this scope as it is anticipated that this would be completed at a later date if needed.
4. The preparation of preliminary engineering reports, design documents and construction administration services for recommended improvements is not included in the scope of this project.
5. Field environmental surveys and permitting is not included in this scope as it is anticipated that this will be provided during the design phase.
6. Geotechnical engineering or field services are not included as it is assumed that this will be provided during the design phase.
7. The preparation of permit applications or assisting in obtaining permits is not included in the scope of this project.

We look forward to the opportunity to serve Fluvanna County on this project. If you have any questions, or require additional information, please feel free to contact us.

Sincerely,
Dewberry Engineers Inc.



Danylo A. Villhauer, P.E.
Associate

Attachments: Work Breakdown Structure and Cost Estimate

\\colonial\MKTG\PROPOSAL\2019\Fluvanna County\Water and Sewer Master Plan\2019.05.20 - Fluvanna County Water and Wastewater Master Plan Scope and Fee Proposal.docx

Fluvanna County						
Water and Wastewater Master Plan						
Work Breakdown Structure and Cost Estimate						
	Task/Subtask	QA/QC (Engineer VIII)	Project Manager (Engineer V)	Project Engineer (Engineer III)	Project Engineer (Engineer I)	Other Direct Costs
						Totals
	Task 1: Project Kickoff and Data Collection/Review	\$ 190.00	\$ 160.00	\$ 125.00	\$ 100.00	
1	Project Kickoff Meeting	6	6			12
2	Coordinate Data Collection	4	4			8
3	Review Collected Data	4	8		40	52
4	Develop level of service criteria	4	8			12
	Subtotal Hours	18	26	N/A	40	84
	Subtotal Cost	\$ 3,420.00	\$ 4,160.00	\$ -	\$ 4,000.00	\$ 11,580.00
	Task 2: Demand and Loading Projections					
1	Preparation of Preliminary Demand Projection Methodology	4	4		8	16
2	Demand Development Workshop	8	8			16
3	Calculation of Preliminary Demands	4	8		40	52
4	Demand Development Workshop	6	6			12
5	Demand Revisions	2	2		8	12
	Subtotal Hours	24	28	N/A	56	108
	Subtotal Cost	\$ 4,560.00	\$ 4,480.00	\$ -	\$ 5,600.00	\$ 14,640.00
	Task 3: Water Supply Evaluation					
1	Analyze existing water sources available	2	4		8	14
2	Coordination with Adjacent Jurisdictions	2	8		4	14
3	Evaluation of future water supply and treatment needs	2	8		40	50
4	DOC WTP analysis	2	8		4	14
5	JRWA and Brems intakes analysis	2	8		4	14
6	Preparation of budget cost estimates	2	4		16	22
7	Meetings (4) - split between water and wastewater tasks	8	8		4	20
	Subtotal Hours	20	48	N/A	80	148
	Subtotal Cost	\$ 3,800.00	\$ 7,680.00	\$ -	\$ 8,000.00	\$ 19,480.00
	Task 4: Water Distribution System Evaluation					
1	Existing model validation	2	4		8	14
2	Coordinate with adjacent jurisdictions	2	8		4	14
3	Future water system modeling	2	8		20	30
4	Allocate water demands	2	4		8	14
5	CIP identification	2	8		24	34
6	Preparation of budget cost estimates	2	4		16	22
7	Meetings (4) - split between water and wastewater tasks	8	8		4	20
	Subtotal Hours	20	44	N/A	84	148
	Subtotal Cost	\$ 3,800.00	\$ 7,040.00	\$ -	\$ 8,400.00	\$ 19,240.00
	Task 5: Wastewater Collection, and Conveyance System Evaluation					
1	Existing model validation	2	4		8	14
2	Coordinate with adjacent jurisdictions	2	8		4	14
3	Future sewer system modeling	2	8		20	30
4	Allocate sewer demands	2	4		8	14
5	Identify sewer sheds	2	4		8	14
6	CIP identification	2	8		20	30
7	Preparation of budget cost estimates	2	4		16	22
8	Meetings (4) - split between water and wastewater tasks	8	8		4	20
	Subtotal Hours	22	48	N/A	88	158
	Subtotal Cost	\$ 4,180.00	\$ 7,680.00	\$ -	\$ 8,800.00	\$ 20,660.00
	Task 6: Wastewater Treatment Evaluation					
1	Analyze existing treatment options	2	4		8	14
2	Coordination with Adjacent Jurisdictions	2	8		4	14
3	Identification and evaluation of future treatment needs	2	8		40	
4	DOC WWTP analysis	2	8		8	
5	Palmyra WWTP analysis	2	8		8	18
6	LCWA treatment analysis	2	8		8	
7	Preparation of budget cost estimates for treatment and disposal improvement projects	2	4		16	22
8	Meetings (4) - split between water and wastewater tasks	8	8		4	20
	Subtotal Hours	22	56	N/A	96	174
	Subtotal Cost	\$ 4,180.00	\$ 8,960.00	\$ -	\$ 9,600.00	\$ 22,740.00
	Task 7: Water and Wastewater Master Plan Report					
1	Incorporate R&R improvements from Asset Management Plan	4	4		8	16
2	Preparation of draft report		30		60	
3	Review Meeting	6	6			12
4	Revisions	2	8		24	34
5	Final presentation	8	8			16
	Subtotal Hours	20	56	N/A	92	168
	Subtotal Cost	\$ 3,800.00	\$ 8,960.00	\$ -	\$ 9,200.00	\$ 21,960.00

Total Labor Costs Tasks 1 - 7

Task 1: Project Kickoff and Data Collection/Review	\$ 11,580.00
Task 2: Demand and Loading Projections	\$ 14,640.00
Task 3: Water Supply Evaluation	\$ 19,480.00
Task 4: Water Distribution System Evaluation	\$ 19,240.00
Task 5: Wastewater Collection, and Conveyance System Evaluation	\$ 20,660.00
Task 6: Wastewater Treatment Evaluation	\$ 22,740.00
Task 7: Water and Wastewater Master Plan Report	\$ 21,960.00
Tasks 1-7 Subtotal for Lump Sum Price Proposal	\$ 130,300.00

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB F

MEETING DATE:	July 2, 2019				
AGENDA TITLE:	Dewberry Engineers Inc. – Project Agreement 3				
MOTION(s):	<p><u>Motion #1</u> I move the Board of Supervisors approve a supplemental appropriation of \$53,250 from Unassigned Fund Balance to the ZXR Water and Sewer fund budget for Waterworks Operations Plan Development, to establish the funds necessary for Project Agreement 3.</p> <p><u>Motion #2</u> I move the Board of Supervisors approve the Project Agreement #3 for Waterworks Operations Plan Development with Dewberry Engineers Inc. in the amount of \$53,250, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.</p>				
STRATEGIC INITIATIVE?	Yes X	No	If yes, list initiative(s):		C9
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> ❖ With the new water distribution system in the Zion Crossroads area, which will initially purchase water from the Department of Corrections (DOC) Fluvanna Women's Correctional Center (FWCC) the County will be required to obtain a waterworks operation permit and to develop a Business Operations Plan to ensure minimum drinking water standards are met. ❖ The operations plan will aid the County in implementing standard operating procedures consistent with state and federal regulations. ❖ The Operations Plan will require the following components: <ul style="list-style-type: none"> ➤ Bacteriological Sampling Plan ➤ Cross Connection Control Program ➤ Lead and Copper Materials Survey and Sampling Plan ➤ Disinfection Byproducts Monitoring Plan ➤ Emergency Management Plan for Extended Power Outages ➤ Financial Information 				
FISCAL IMPACT:	<ul style="list-style-type: none"> ❖ Decrease Fund Balance-\$53,250 ❖ Increase ZXR Water and Sewer fund-\$53,250 				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	❖ Dewberry Engineers Inc. – Project Agreement 3				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

PROJECT AGREEMENT # 3
TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR
PROFESSIONAL SERVICES
WATERWORKS OPERATIONS PLAN DEVELOPMENT

This Project Agreement #3 and Agreement Amendment (the "Project Agreement") made this ____ day of _____, 201__, between Fluvanna County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and Dewberry Engineers Inc. (the "Consultant"), a New York corporation authorized to transact business in Virginia, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 31st day of October, 2018 (including all exhibits, and as modified by any amendments or addendums thereto the "Agreement"). All defined terms in the Agreement shall have the same meaning in this Project Agreement unless the context used herein requires otherwise.

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

Whereas, the Consultant submitted a proposal dated May 10, 2019 "Waterworks Operations Plan Development", attached hereto as **Exhibit 1 (the "Proposal")** and made a material part hereof;

Whereas, the County desires that the Consultant complete the work and services set forth in the Proposal, including, without limitation, the services described therein as aid to the County in the development of a Business Operations Plan which requires the following components:

- Bacteriological Sampling Plan;
- Cross Connection Control Program;
- Lead and Copper Materials Survey and Sampling Plan;
- Disinfection Byproducts Monitoring Plan;
- Emergency Management Plan for Extended Power Outages;
- Financial Information; and
- All those Services and deliverables as set out in the "scope of Services" section of the Proposal.

(collectively the "Task order Services" or the "Services");

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

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

ARTICLE I: THE AGREEMENT

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

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

ARTICLE II: TASK ORDER

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

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

Mr. Eric Dahl
Deputy County Administrator/Director of Finance
132 Main Street
Palmyra, VA 22963
Phone: (434) 591-1930
E-mail: edahl@fluvannacounty.org

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

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

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

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

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

ARTICLE IV: FEES

The Consultant will receive a not-to-exceed fee of FIFTY THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$53,250.00); based on actual time worked and materials; which shall be payable by the County, no more than monthly, and upon proper invoice by the Consultant as described herein. The invoice shall describe the services rendered in the invoice with specificity. The Consultant 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 Consultant to the County until the items or services purchased have been delivered to, inspected by and accepted by the County. In no event shall the fees due under this Project Agreement exceed \$53,250.00 and the Consultant agrees to complete all work on the Task Order for such not to exceed total even if the time and materials totals exceeds such amount.

The not-to-exceed fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

The actual hourly fees charged by the Contactor for the Services will be based on the rates set forth on Exhibit 3 to the Agreement and will vary based upon the person completing the Services (for example, \$60 per hour for "Surveyor I", etc.). No subcontractors are authorized to complete the Services on this Task Order

The flat fees are not-to exceed amounts. The hourly fees up to the not-to-exceed total per task shall be payable by the County upon proper invoice by the Consultant as described herein.

ARTICLE V: TERM

Consultant shall with due diligence and dispatch assiduously pursue these Task Orders to completion, but in any event such Services and work must be completed to the sole satisfaction of the County according to the Project Schedule due date below:

For the Services described on or before the ____ day of _____, 20____; with time being of the essence.

ARTICLE VI: MISCELLANEOUS

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

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

Consultant:

Dewberry Engineers Inc.
ATTN: Dan Villhauer
4805 Lake Brook Drive, Suite 200
Glen Allen, VA 23060
Telephone: (804) 290-7957
Facsimile: (804) 290-7928

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

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

Consultant:
Dewberry Engineers Inc.

County:
Fluvanna County

By: _____	Date: _____	By: _____	Date: _____
Name: _____		Name: _____	
Title: _____		Title: _____	
Approved as to form: _____			

By: _____
Fluvanna County Attorney, by Kristina M. Hofmann, Assistant Fluvanna County Attorney

May 10, 2019

Mr. Eric Dahl
Deputy County Administrator/Director of Finance
County of Fluvanna
132 Main Street
Palmyra, Virginia 22963

**RE: Proposal for Professional Engineering Services
Waterworks Operations Plan Development**

Dear Mr. Dahl:

Per your request, Dewberry Engineers Inc. (Dewberry) is pleased to submit our proposal for providing professional engineering services to assist Fluvanna County (County) in the development of a Waterworks Operations Plan for the new Zion Crossroads Water System. The Work will be performed in accordance with our Contract for On-Call General Professional Engineering Services executed October 31, 2018.

PROJECT UNDERSTANDING

The County is currently in the process of constructing a new water distribution system in the Zion Crossroads area, which will initially purchase water from the Department of Corrections (DOC) Fluvanna Women's Correctional Center (FWCC). Based on our coordination with the Virginia Department of Health (VDH), it is our understanding the County will be required to obtain a waterworks operation permit and to develop a Business Operations Plan to ensure minimum drinking water standards are met. The operations plan will aid the County in implementing standard operating procedures consistent with state and federal regulations.

Dewberry will aid the County in the development of a Business Operations Plan which requires the following components:

- Bacteriological Sampling Plan
- Cross Connection Control Program
- Lead and Copper Materials Survey and Sampling Plan
- Disinfection Byproducts Monitoring Plan
- Emergency Management Plan for Extended Power Outages
- Financial Information

Bacteriological Sampling Plan

A bacteriological sampling plan is a requirement for a waterworks to obtain a permit from the Virginia Department of Health Office of Drinking Water. This plan generally includes the following:

1. Purpose statement
2. Sampling protocol
3. Sampling locations
4. Record keeping recommendations

5. Response plan for a positive test and corrective action plan

Cross Connection Control

Having an active program in place for cross connection control (CCC) and backflow prevention (BFP) is critical to ensuring the safety of your drinking water. The following list summarizes the key components of the CCC and BFP plan:

- Consumer education and awareness
- Risk assessment
- Selection of appropriate safeguards
- Ongoing reassessment
- Recordkeeping
- Reporting

Lead and Copper Materials Survey and Sampling Plan

The Environmental Protection Agency's (EPA) 3Ts program was developed to assist counties with lead in drinking water prevention programs. It is intended for use by county officials responsible for the maintenance and/or safety of the county's drinking water. While this is a voluntary program for permitted waterworks, many permitted waterworks evaluate their system for potential locations that are susceptible to the risk of lead contamination. The 3Ts for reducing lead in drinking water are:

- Training to raise awareness of the potential occurrences, causes, and health effects of lead in drinking water.
- Testing to identify potential problems and take corrective actions as necessary.
- Explaining monitoring programs, potential risks, the results of testing, and remediation actions.

The Lead in Drinking Water Prevention Program would include the following:

1. Purpose statement
2. Sampling protocol
3. Sampling locations
4. Record keeping recommendations
5. Response plan for a positive test and corrective action plan

Disinfection Byproducts Monitoring Plan

A Disinfection Byproducts (DBPs) Monitoring Plan is required per 12VAC5-590-370 B for system using chemical disinfection. Determining the site(s) for a new community waterworks will require additional modeling efforts to predict where water age and DBP formation will be greatest.

The Disinfection Byproducts Monitoring Plan would include the following:

1. Purpose statement
2. Sampling protocol
3. Sampling locations
4. Record keeping recommendations
5. Response plan for a positive test and corrective action plan

Emergency Management Plan for Extended Power Outages

Each waterworks is required to provide an emergency management plan for extended power outages per 12VAC5-590-505. The plans must include the following:

1. Identification of the criteria (events, duration of power outage, etc.) that will initiate activation of the plan.
2. How the community waterworks will respond to an extended power outage for a minimum of five days.
3. Procedures for obtaining and distributing potable water in the event that primary source(s) becomes unavailable.
4. Notification procedures and example notices to the public and media (local radio stations, television stations, local newspapers, etc.) including conservation and boil water advisories.
5. Emergency disinfection procedures for distribution system(s) and storage tank(s).
6. The telephone number of the appropriate field office of the Office of Drinking Water in the Virginia Department of Health.
7. The names and telephone numbers of the waterworks personnel who should be notified.
8. The name and telephone number of the Local Emergency Coordinator designated by the Virginia Department of Emergency Management.
9. The names and telephone numbers of the electric power, natural gas, and propane distributors, or other energy supplier to the waterworks.

Financial Information

As a requirement of the Business Operations Plan, VDH requires new waterworks to demonstrate their ability to direct the waterworks' finances to support the technical and managerial capacities of the waterworks. It includes a self-assessment of financial capacity and sustainability.

SCOPE OF SERVICES

The Scope of Services for this project will include the following:

1. Assist the County in developing a Waterworks Operations Plan which includes the following key tasks:
 - a. Bacteriological Sampling Plan
 - b. Cross Connection Control Program
 - c. Lead and Copper Materials Survey and Sampling Plan
 - d. Disinfection Byproducts Monitoring Plan
 - e. Emergency Management Plan for Extended Power Outages
 - f. Review previously determined rates and capacity fees and complete the Financial Information section of the report
2. Dewberry will coordinate with VDH on behalf of the County, compile all forms and templates required by VDH, complete the forms with assistance from the County and submit to VDH for approval.
3. Obtain VDH approval of the Business Operations Plan.
4. Two (2) meetings will be included to review the plan with VDH and/or the County.

Mr. Eric Dahl
Waterworks Operations Plan Development
May 10, 2019
Page 4 of 4

FEE

Dewberry will provide the services stated above on a lump sum basis with a fee of **\$53,250**.

CLARIFICATIONS AND EXCLUSIONS

1. Completion of design documents is not included in this proposal.
2. Cost estimates are not included in this proposal.
3. The County will be responsible for all cost for proposed sampling and testing.
4. Design services are excluded.
5. Water modeling to support the plan development will be based on the latest model developed for the Zion Crossroads Water System.

We look forward to the opportunity to serve Fluvanna County on this project. If you have any questions, or if you require additional information, please feel free to contact us.

Sincerely,

Dewberry Engineers Inc.



Danylo A. Villhauer, P.E.
Associate

Q:\PROPOSAL\2019\Fluvanna County\Operations Plan\2019.05.07 - Business Operations Plan Proposal.docx

Fluvanna County Business Operations Plan Work Breakdown Structure and Fee Estimate										
		QA/QC (Engineer VII)	Project Manager (Engineer V)	Project Engineer (Engineer III)	Project Engineer (Engineer I)	Two Person Survey Crew	Survey Computer (IV)	Survey Manager (Surveyor VIII)	Resident Construction Technician (II)	Totals
	Task/Subtask	\$ 190.00	\$ 160.00	\$ 125.00	\$ 100.00	\$ 140.00	\$ 100.00	\$ 150.00	\$ 65.00	
1	Business Operations Plan									
1	Kick-off Meeting	4	4		6					14
2	Prepare Business Operations Plan	2	24		60					86
3	Prepare Bacteriological Sampling Plan	1	12		18					31
4	Prepare Cross Connection Control Program	1	16		36					53
5	Prepare Lead and Copper Materials Survey and Sampling Plan	1	16		48					65
6	Prepare Disinfection Byproducts Monitoring Plan	1	8		16					25
7	Prepare Emergency Management Plan for Extended Power Outages	2	8		24					34
8	Compile and Review Financial Information	2	24		60					86
9	Review Meetings	8	8		8					24
10	Revisions	1	8		8					17
Subtotal Hours		23	128	0	284	0	0	0	0	435
Subtotal Cost		\$ 4,370.00	\$ 20,480.00	\$ -	\$ 28,400.00	\$ -	\$ -	\$ -	\$ -	\$ 53,250.00

FLUVANNA COUNTY BOARD OF SUPERVISORS
BCC APPOINTMENTS STAFF REPORT

TAB G

MEETING DATE:	Jul 2, 2019			
AGENDA TITLE:	Board, Commission, and Committee Appointments			
MOTION:	I move the Board of Supervisors appoint to the:			
Board/Commission/Committee		Appointees	Begins Term	Ends Term
Economic Development and Tourism Advisory Council (EDTAC) – Business Rep (1 avail)		Ruthann Carr	July 1, 2019	June 30, 2022
Economic Development and Tourism Advisory Council (EDTAC) – At Large (5 avail)		David Sagarin, Kathleen Kilpatrick, and/or Andy Sorrell	July 1, 2019	June 30, 2022
Library Board of Trustees		Lissa Gooch	July 1, 2019	June 30, 2023

BCC VACANCIES AND APPLICANTS				
BCC Vacancies	Applicants	Appt	District	Current BCC Appointments / Other Notes
EDTAC – Business Representative	Ruthann Carr	Appt	Fork Union	
EDTAC – Business Representative		Appt	Columbia	Current member (Marks) not elig. for reappoint.
EDTAC – At Large	Andy Sorrel	Reappt	Columbia	Current EDTAC, Seeking Reappointment
EDTAC – At Large	David Sagarin	Reappt	Fork Union	Current EDTAC, Seeking Reappointment
EDTAC – At Large	Kathleen Kilpatrick	Appt	Fork Union	
EDTAC – At Large			Rivanna	Current member (Feazel) not seeking Reappoint.
EDTAC – At Large			Palmyra	Current member (Bernick) not seeking Reappoint.
EDTAC – At Large			Cunningham	Current member (Edwards) not elig. for reappoint.
Library Board of Trustees	Lissa Gooch	Reappt	At-Large	Current member, seeking reappointment
DISCUSSION:				

ENCLOSURES:

Candidate Applications

EDTAC Members

Last Name	First Name	Term	Position
Sorrel	Andy	6/2019	At Large Member (Columbia), Chair
Vacant		6/2019	At Large Member (Cunningham)
Sagarin	David	6/2019	At Large Member (Fork Union)
Vacant		6/2019	At Large Member (Palmyra)
Vacant		6/2019	At Large Member (Rivanna)
Eager	Patricia	12/2019	BOS Rep
Vacant		6/2019	Business Rep
Monroe	Nina	6/2021	Business Rep
Vacant		Indef.	Chamber Rep
Putnam	Curtis	Indef.	EDA Rep
Johnson	Tricia	Indef.	Fluvanna Historical Society Rep
Spitzer	Aaron	Indef.	Staff, Director of Parks and Recreation
Rothamel	Bryan	Indef.	Staff, Economic Development Coordinator



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Kathleen S. Kilpatrick		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input checked="" type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) Red Bank Farm 1034 Red Bank Lane, Fork Union, Va. 23055		Physical Address (if different)	
Years Lived in Fluvanna one	Cell Phone – preferred? (804) 840-3519	Home Phone – preferred? n/a	Email kathleen.kilpatrick1@gmail.com
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): See Attachment, Insert A.			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: See Attachment, Insert B.			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): See Attachment, Insert C.			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: This is now my home, and I believe deeply in service to community as a duty and honor of citizenship. While the history and beauty of Fluvanna County brought me here, my focus is on the future and tapping the resources we have for the benefit of the residents, businesses, and visitors.			
<p style="text-align: center;">Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p style="text-align: center;">Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p style="text-align: center;">Submit by email (clerk@fluvannacounty.org) or mail to:</p> <p style="text-align: center;">Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p style="text-align: center;">By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</p>			
Applicant's Signature Kathleen S. Kilpatrick		Date June 11, 2019	

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

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

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

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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

Office Use Only		
Application Received On:	06/17/19	Application Received By:
Acknowledgement Sent:	06/17/19	Caitlin Solis
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		

Kathleen Spencer Kilpatrick

Application for Fluvanna BCC Attachment, Page 1

Insert A Re Experience/Professional Expertise/Education

A graduate of Sweet Briar College ('74, BA in Government), I have more than 35 years of public service at the state and federal levels, and am recognized for my expertise and experience in senior and highly visible leadership positions in cultural and natural resources policy, planning, protection, and program development and management. This has included representation and advocacy before Congress and many federal agencies, the Virginia General Assembly, and with the public, since as long ago as 1994. My work has always required a strong ability to communicate and work with other agencies and stakeholders to develop buy-in and consensus and cooperation.

Now formally retired from the State as of October '16, in late '13 my reputation lead to being recruited by General Assembly leaders to shift from the executive branch (where I had served since Feb. '94) to the legislative branch to serve as Curator of the Internationally significance Thomas Jefferson-designed Virginia State Capitol, and the surrounding Capitol Square historic urban park and its important objects and buildings. I was recruited at that critical time in order to provide the needed expertise and leadership during a period of great change involving new building projects on the Square, the comprehensive renovation/rehabilitation of existing historic buildings bounding the Square, the restoration of the designed historic landscape in advance of its 200th anniversary, and an enhanced focus on public educational programming at the Seat of Government in advance of the 400th anniversary of the Virginia General Assembly as America's first elected legislative body. While I had loved my work as an agency official in the executive branch and had no thoughts of leaving, the opportunity to put my mark on the Capitol and Capitol Square as a preservationist (and as I began to near retirement), was exciting.

Prior to this shift, I served for 13 years (June 2000-Nov. '13) as Director of the Virginia Department of Historic Resources and State Historic Preservation Officer for the Commonwealth uniquely through a succession of governors of both parties. (I was the longest serving and first woman in this position.) In this capacity, I directed and developed a large staff and a complex statewide policies and program for land and landmark preservation and protection, recognition, grant-making, public history-based education, and community economic development through restoration and renewal activities focused on the adaptive reuse of Virginia's historic building stock and the development of heritage tourism opportunities. From Dec. '95-June 2000, I was deputy director of the Department and the its chief legislative, policy, and planning official. In this capacity, I worked with the director, program, and administrative staff, and was the liaison with the Governor's policy office, the Attorney General, other agencies, and the legislature. I also served as public information official and media spokesperson.

Kathleen S. Kilpatrick, Fluvanna BCC Application Attachment, page 2

From Feb. '94-Dec.'95, I worked in the Governor's cabinet as a Policy and Legislative Assistant for Natural Resources. My portfolio of agencies and issues included, parks and recreation, game and both inland and marine fisheries, historic resources, and natural history. During this period, I proposed to the then-governor and got through legislative enactment a generous State Historic Rehabilitation Tax Credit Program to provide incentives for private reinvestment in historic buildings. I shifted then to the Department of Historic Resources to stand that program up as an immediate priority as the new Deputy Director. This highly successful program has leveraged more than \$3 Billion in investments in Virginia.

My federal work includes five years ('88-'93) with the Department of Interior as Senior Special Assistant in the Office of the Secretary of Interior advising on policy, management and budget issues across the department and its wide range of environmental issues and programs. I was assigned to head up several high profile task forces and initiatives during this time, including: proposing and helping to initiate a nation-wide survey and assessment of Civil War battlefield sites in order to improve battlefield preservation efforts; standing up the department's first-ever on-line inventory and tracking system for its massive collections of art and artifacts; developing and managing a cross-agency coordinated land acquisition program between the departments of Agricultural and Interior; an Interior substantial performance assessment and reorganization; staffed the Endangered Species Committee; assessed the Department's Museum; and handled orientations and confirmation hearings for new Bush officials during the transition from one administration to the next.

From '84-'89, I was a Presidential appointee and Senate confirmed member of the National Council on the Humanities to provide oversight to the National Endowment for the Humanities and particularly its grant-making in programs. I served as Chairman of General Programs, the program that provided grants to museums, historical societies, libraries, and radio and TV. From '81-88 I was publisher of the Yale Literary Magazine and President of the American Literary Society.

Work prior to 1988, include U.S. Senate and House staff positions, non-profit policy work, and campaign staff positions.

Insert B Re Current or Prior Service on Boards/Commissions/Committees

I currently serve as:

- A governor's appointee (2017) to the Citizens Advisory Council on Furnishing and Interpreting the Virginia Executive Mansion;
- Director and Vice President of the Journey Through Hallowed Ground Partnership, a Congressionally designated multi-state Natural Heritage Area that is a consortium of museums and historic sites from Monticello to Gettysburg that promotes and provides history-based and civics education utilizing the resources on the ground, preservation support and advocacy, and sustainable economic opportunity through heritage tourism;

Kathleen S. Kilpatrick, Fluvanna BCC Application Attachment, page 3

- Vice President of Scenic Virginia, a statewide advocacy and educational organization dedicated to preserve and protect the Commonwealth's scenic resources and character;
- Trustee, the Branch Museum of Architecture and Design, chair of the Restoration Committee, and member of the Governance Committee;
- Member of the Governance Committee of the Association for the Preservation of Virginia Antiquities/Preservation Virginia;
- Chairman of Sweet Briar College Preservation Committee (tapped by the college president) to assess and guide the rehabilitation of the college's historic campus;

Prior Boards/Commissions/or Committees include:

- I just termed off of the Board of Directors (elected position, 2013-19) of the United States Commission on Sites and Monuments, an educational and technical assistance program of UNESCO in support of World Heritage Sites and the protection of and education about cultural resources of international significance importance.
- Trustee and Governor's representative (2001-2013) to the Shenandoah National Battlefield Foundation;
- National Advisory Board (by Presidential appointment) to the John Smith Water Trail, a national scenic and historic trail centered on and around the Chesapeake and its tributaries, to form linkages, public and recreational programming opportunities, and preservation activities within the trail area;
- National Advisory board (by Secretary of Interior appointment) to the Star Spangled Banner National Historic Trail to form and promote programs to commemorate and to educate about the War of 1812 during its bicentennial;
- Member, Advisor Board (by Legislative appointment) to the Virginia Commission on the War of 1812.
- Appointed by the Secretary of Interior to a task force to review, assess, and recommend revisions to the federal Rehabilitation Tax Credit Program, and a similar task force to examine federal agencies' management of the nation's cultural resources programs;
- Member of the Virginia Governor's Performance Management advisory team;
- Member of the Governor's public service recognition task force;
- Chairman of the Historic Preservation Advisory Committee at Fort Monroe to provide appropriate treatment standards, technical guidance and planning, and preservation oversight, as this former Army base was closed as a federal facility and turned over to the Commonwealth;
- Robert E. Lee Bicentennial Commission by legislative appointment. Civil War Sesquicentennial Advisory Board by legislative appointment, and 400th Anniversary of the Founding of Jamestown Advisory Board by legislative appointment;
- State task force to study and make recommendations concerning Confederate memorials and statues; etc.

Kathleen S. Kilpatrick, Fluvanna BCC Application Attachment, page 4

Insert C Re Civic Activities and Memberships Include:

- I have been a member of the Daughters of the American Revolution since the early 80's, and in 2014 formally transferred membership to the Commonwealth Chapter in Richmond. I have served as a keynote speaker for the chapter and as History Chairman (writing articles for the newsletter, arranging events and publicity, etc.) from 2104-16. I was just appointed as Public Service Chairman to manage a program to annually recognize outstanding public service in the community in preservation, and history and civics education;
- I have been a member of the Colonial Dames of America, Chapter XXIII (Virginia Statewide chapter) since at least (?) 2002, and I have organized tours and lectures for the Dames and served as a speaker;
- I have been for a couple of years and am still involved in Goochland (my home prior to moving to Fluvanna) Pet Lovers' ongoing efforts to build a new, state-of-the-art animal shelter. I have served as a keynote speaker at fundraising events, and contribute to the effort financially;
- During my residency in Goochland since 1993, I regularly supported nonprofits through payroll deductions to the Combined Virginia Campaign. These included the local NGO providing social needs programs in the County, local fire and rescue, Metro Richmond Pregnancy Resource Center, American Battlefield Trust, Preservation Virginia, etc. I served as a speaker while in Goochland for various community business organizations groups and before the BOS on preservation and history related subjects;
- I am a member of the National Trust for Historic Preservation, the Virginia Museum of Fine Arts, and the Virginia Historical Society.
- Upon moving here in '18, I signed up for and completed the Fluvanna Leadership Development Program, graduating this spring.
- As a result of learning about the work of PARC in a session of the FLDP, since January of '19 I have been a volunteer resources to PARC, providing research, writing, and editing to this group;
- Early this year, I donated to the Fluvanna County Historical Society to sponsor a bench, now in place at the park at the courthouse, in memory of my parents.
- In 2018 when I moved here, I joined Bethel Baptist Church in Palmyra. Previously, I attended services at Second Baptist in Richmond;



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Ruthann Carr		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input checked="" type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 1031 Shiloh Church Road Palmyra, VA 22963		Physical Address (if different)	
Years Lived in Fluvanna 11	Cell Phone – preferred? 4349062536	Home Phone – preferred?	Email ruthannc4@gmail.com
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): I have a Bachelor of Science Degree in journalism from Kent State University, 1999 graduate I am the office manager for the Fluvanna Chamber of Commerce (March 2017 - present) I am a contributing writer to the Fluvanna Reveiw (Sept. 2010 - present) I've worked in public/community affairs and communication at Region Ten (Dec. 2007-Dec. 2008) SAFE Services to Abused Families (May 2014 - April 2016) and Virginia Institute of Autism (March - June 2016)			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Currently the Vice President of the Fluvanna Leadership Alumni Group			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): I was a volunteer Court Appointed Special Advocate for Piedmont CASA from 2010-2013. I am a Master Gardener and worked at the Carysbrook Children's Garden from 2012-2014 When living in Akron, Ohio I volunteered as a Red Cross Learn to Swim Instructor for 12 years (1976- 1983), a member of my children's Elementary and High School Parent Teachers Organizations (1980- 1995)			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I am interested in working toward economic development in the county I've called home since 2008			
Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963 By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.			
Applicant's Signature Ruthann Carr (from file)		Date 5/16/2019 15:59	

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

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

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

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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

Office Use Only		
Application Received On:	May 16, 2019	Application Received By: Kelly Belanger Harris
Acknowledgement Sent:		
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		

Ruthann Carr (434) 906-2536 • email:ruthannc4@gmail.com

Professional Experience

Fluvanna Chamber of Commerce, **Office Manager**, March 2017 – Present

- Planned, managed, marketed and executed more than 40 networking, educational and promotional events
- Established two new events marketing member businesses: Restaurant Week and Taste of Fluvanna
- Spearheaded membership drive resulting in more than 130 members and a 55% increase in premier memberships
- Provided membership management and customer service to all callers and office visitors
- Carried out treasurer duties using QuickBooks
- Promoted Fluvanna County as a place to live, work and play
- Aided in planning and promoting the 2017 Quad County Business Summit helping more than double 2016 participation; helping plan the 2018 Summit
- Brought in more than \$5,000 in sponsorships and donations in fiscal year 2018
- Created detailed reports/analysis for monthly board meetings

Newspaper Reporter 1999 – Present

As a reporter for Midwest daily newspapers covering medical, cops and criminal courts beats and a current correspondent for the Fluvanna Review, I

- Accurately report on Fluvanna County government, politics, schools, people and events
- Research every topic to educate myself and the reader
- Employ keen time management to bring complex news stories to completion, never missing a deadline
- Establish credibility, trust and accountability with every source

SAFE, Services to Abused Families, **Community Outreach Coordinator**
May 2014 – April 2016

- Championed SAFE's message to educate service area about familial abuse crushing grant requirements in presentations, outreach and events.
- Spearheaded partnership in an online giving day exceeding the previous year's total by 150 percent
- Wrote two procedural manuals – one for data entry and one for outreach
- Recruited, trained and supervised all volunteers; Increased active volunteers from four to 12
- Maintained SAFE's website and tripled social media activity to more than 1500 followers
- Resurrected the agency quarterly newsletter

Region Ten Community Services Board, **Public Affairs Coordinator** 2007 –2008

Hired to increase the agency's media profile and improve internal and external communications, I

- Created an agency brand by redesigning the logo, website, business cards and brochures
- Engineered more positive media attention than the agency had seen in its 40-year history
- Maintained all website content; edited all materials
- Planned, publicized and executed more than 20 agency-wide and program-specific events
- Functioned as liaison to Virginia Legislature
- Collaborated with Grants Administrator and Development Coordinator on fundraising events, grants, and board development
- Provided analysis and recommendations for agency's customer service initiative

Honors

2014 Graduate of the Fluvanna Leadership Development Program

2013 Virginia Press Association, 3rd place for Feature Series

2011 Virginia Press Association, 1st place for Government Reporting

2005 Excellence in Public Information and Education Award from the Indiana Judges Association

2004, 2005 Hoosier State Press Association, 2nd place for Non-deadline Reporting

2000 Ohio Associated Press Award, honorable mention for Investigative Reporting

1999 Society of Professional Journalists, 1st place for Student Writing, Feature Story

Education

Kent State University

Graduated Magna Cum Laude May 1999

Bachelor of Science in Journalism and Mass Communications/Marketing
with a concentration in Diversity Studies

References

Rudy Garcia

Board President, Fluvanna Chamber of Commerce

P.O. Box 93

Palmyra, VA 22963

(850) 776-9209 cell

rleegarcia@rleegarcia.com

Carlos Santos

Fluvanna Review, Editor/Publisher

2987 Lake Monticello Road

Palmyra, Va. 22963

(434) 962-3716 cell

carlos@fluvannareview.com

Cindy Hedges

Director, SAFE, Services to Abused Families

501 E. Piedmont St.

Culpeper, VA 22701

(540) 423-7401 cell

cindyhedges@gmail.com

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

TAB H

MEETING DATE:	July 2, 2019				
AGENDA TITLE:	Community Investment Collaborative Fund Update				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			x		
STAFF CONTACT(S):	Bryan Rothamel, Economic Development Coordinator				
PRESENTER(S):	Stephen Davis, President; Shannon Beach, Director of Programs				
RECOMMENDATION:	Direction on the Fluvanna CIC Loan Fund				
TIMING:	Current				
DISCUSSION:	This presentation is to update the BOS on the 2012 restricted donation to the Community Investment Collaborative. The BOS donated \$45,000 to provide education and capital to Fluvanna small business entrepreneurs who have difficulty accessing funding from traditional sources.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	December 19, 2012 the BOS approved a restricted donation of \$45,000 .				
ENCLOSURES:	Presentation and Fluvanna Loan Fund Update				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					x



To: Bryan Rothamel, Economic Development Coordinator, Fluvanna County
 From: Stephen Davis, Community Investment Collaborative
 Date: May 31, 2019
 Subj: **Fluvanna Loan Fund Update**

In 2013, Fluvanna County partnered with the Community Investment Collaborative (CIC) to create a microloan fund for participants in CIC's entrepreneurial programs. \$45,000 was granted to CIC to provide microloans of up to \$35,000 for eligible Fluvanna based businesses.

CIC is a 501(c)(3) nonprofit based in Charlottesville that serves the City of Charlottesville along with Albemarle, Fluvanna, Louisa, Greene and Nelson Counties. Our core programs are based on 4 pillars:

- **Education** - CIC runs a 16 week entrepreneur workshop that helps entrepreneurs develop new businesses or grow existing ventures. The workshop meets once a week for 16 weeks and assists clients with learning how to evaluate the viability of their business and learning the basics of running a business. The workshop runs twice per year in Charlottesville and has a maximum of 32 entrepreneurs in each cohort. In 2015, we ran the workshop twice at Zion Crossroads for Fluvanna and Louisa residents. We did not have enough sustained interest to continue the separate classes there, but saw an increase from Fluvanna residents in future Charlottesville workshops.
- **Mentoring & Technical Assistance** - We provide ongoing mentoring and technical assistance. We provide staff supported 1 on 1 technical assistance to clients who have completed our workshop (337 in the last 7 years) and offer a formal mentoring program where we leverage the volunteer support of local business owners and experts to assist entrepreneurs as they take the next steps in their businesses. We recently launched a Financial Management Program (FMP) to assist clients with developing stronger business recordkeeping habits and skills.
- **Microlending**: CIC operates a microloan fund. We have made \$665,000 in loans over the last seven years and our current loan fund is about \$350,000. To be eligible to apply for our loans, applicants must have 6 months of business history or be a graduate of our 16 week workshop. More information on our loan products and fund can be found in Appendix 3 attached.
- **Networking** opportunities. We offer advanced workshops, business support groups, free consultations with business service providers (attorneys, accountants, marketing etc.), entrepreneur showcases and other market access assistance to individuals who complete our workshop.

We've had success in working with Fluvanna clients over our seven years. Appendix 1 attached a complete list of clients from Fluvanna. Unfortunately, that success in working with clients through the workshop and mentoring programs has not led to being able to fully utilize the \$45,000 Fluvanna loan fund. To date, we have made 3 loans totalling \$18,200, from the fund. We are currently considering one application for \$25,000 - \$30,000 where the borrower is considering locations in Fluvanna, but has not yet made a final decision. The Fluvanna loan fund has seen the following activity:

- 6 applications totalling \$68,200
- 3 loans approved totalling \$18,200
 - 1 loan fully repaid
 - 1 loan in repayment
 - 1 loan defaulted (\$4,351 loss)
- 2 loans were declined
 - 1 could not demonstrate business viability
 - 1 had a tax issue
- 1 loan is currently under consideration

There is currently \$34,445 available to lend and \$5,604 in loans outstanding from the fund. We welcome a discussion of best next steps to more fully utilize this fund to advance Fluvanna's Economic Development goals.

Beyond the loan fund, we have tracked the following outcomes from clients we've served who listed Fluvanna as their residency. Note that not all businesses are located in Fluvanna.

- 31 clients (29 workshop graduates, 2 non graduate borrowers)
 - 23 potential new businesses
 - 8 existing businesses
- 15 operating businesses
 - 10 new businesses opened
 - 7 new businesses continue to operate (3 closed)
 - 8 existing businesses continue to operate
- An estimated 21 jobs exist within these businesses, not counting seasonal employment.
 - 8 jobs were created among these businesses post CIC assistance.

Appendix 4 below includes a few charts and data on CIC's overall organizational outcomes to date.

We welcome the opportunity to provide more information related to our work with Fluvanna residents and businesses. Thank you for your partnership.

Sincerely,



Stephen Davis

Attachments

Appendix 1: Fluvanna Clients Served by CIC

Name - Workshop	Business Name	Business Status at Entry	Current Business Status	Description
Brenda Pendleton - 2016 Spring	Mixed beauty bar	Not Operating	Operating (Non-Fluvanna)	All inclusive hair services and spa
Elizabeth Raymond - 2017 Spring	NoBull Burger	Operating	Operating (Non-Fluvanna)	Plant based meatless patties
				a community alternative program for youth with needed supervision that will provide an array of services to increase their success at being a productive citizen in society."
Jessica Carter - 2016 Fall	T.O.K.E.N.S	Not Operating	Operating (Non-Fluvanna)	
David Durov - 2013 Fall	The LoveMore Institute	Not Operating	Operating (No longer in Fluvanna)	Specializing in foster care training materials
Hines Washington - 2014 Fall	Hines Family Movers	Not Operating	Operating (No longer in Fluvanna)	Family moving company
Julia Carter - 2018 Fall	Julia Carter Cleaning Service	Operating	Operating (Fluvanna)	Professional cleaning service
Scott McNutt - 2018 Spring	Avico	Operating	Operating (Fluvanna)	Avico is a home technology integration company. I specialize in helping homeowners take back control of their homes and simplifying the way they interact with it.
Delores Hubert - 2018 Spring	DJ's Unique Services, LTD	Operating	Operating (Fluvanna)	I own and operate a Cleaning/Janitorial business
Keith Smith - 2017 Fall	Gentlehands landscape and handyman	Not Operating	Operating (Fluvanna)	design of yard and small remodeling
Krystal Anderson - 2018	Be Bold &Be	Operating	Operating	Hair salon One stop shop

Fall	Beautiful with Krystal		(Fluvanna)	Providing health hair care services, \$5 goodness lead and nickel free accessories and all natural hand whipped Shea butter
George Sellers - 2015 Fall - Zion Crossroads	Fort Blenheim Candles	Operating	Operating (Fluvanna)	Family owned candle business
Jane Skafte - 2015 Spring - Zion Crossroads	Skafte Design consulting	Not Operating	Operating (Fluvanna)	Art consultant
Eric Agee - 2012 Summer	Agee's Catering Services	Not Operating	Operating (Fluvanna)	Food Truck and Catering
Sue Charney	Red Rocker Candy	Operating	Operating	Specialty Candy
Julian Ramirez	Julian's Juicebox	Operating	Operating	Health Juice beverage
Whitney Clay - 2018 Spring	Cloud Nine Nannies	Not Operating	Not Operating/No longer in Fluvanna	Cloud Nine Nannies is a nanny referral agency that will serve families living in Charlottesville and the surrounding areas.
Sean Purnell - 2016 Spring		Not Operating	Not Operating (No longer in Fluvanna)	Wine and Brewery Tours
Wayland and Cynthia Moore - 2017 Spring	Hygeia Health Services	Operating	Not Operating (Fluvanna)	HHS offers the best in self care experiential learning resources & opportunities
John Woodson - 2017 Spring	TruKare Transportation	Not Operating	Not Operating (Fluvanna)	The Hygeia Press - self publishes my books and other books and CDs that function as self-care learning
Wayne Bates - 2017 Spring	Handlelt	Not Operating	Not Operating (Fluvanna)	Handicap accessible medical transporting
Noel Reid - 2017 Spring	SweetiCakes	Not Operating	Not Operating (Fluvanna)	All types of religious art,yard art etc
Roxanne Carter-Johnson - 2018 Fall	Vision Home Staging (Tentative)	Not Operating	Not Operating (Fluvanna)	My goal is to become a bakery owner.
				Home staging. Many of today's buyers have difficulty envisioning their furniture in a vacant or under styled home. Buyers are attracted to a styled home, I want to offer a

				service to help homeowners make their homes more marketable through staging.
Sam Rochester - 2015 Spring - Zion Crossroads	Restaurant To Go	Not Operating	Not Operating (Fluvanna)	Chef prepared take home restaurant concept
Erin Davis - 2012 Summer	K&B Adventure Park - Family Entertainment Center	Not Operating	Not Operating (Fluvanna)	Family Skating and Entertainment
George Turner - 2017 Fall	Farendipity App	Not Operating	Not Operating (Fluvanna)	Helping connect people with the benefits of travel at fair rates.
Deborah Andersen - 2016 Fall	GOAL3	Not Operating	Not Operating (Fluvanna)	"GOAL3 is an outdoor education consulting business offering schools, churches, and youth organizations the guidance & expertise to develop & maintain a tailor-made outdoor education program"
Glenn Reuther - 2016 Fall	LICO Sound & Service Technologies	Not Operating	Not Operating (Fluvanna)	"Specializing in Music Technology and Education, we focus on those who are interested in doing more with music than just listening.
Kelly Sadler	Queen of Cakes	Not Operating	Not Operating	Speciality Cupcakes
Becky Blanton - 2015 Fall Zion Crossroads	Virginia Entrepreneur	Not Operating	Closed (Fluvanna)	
Kenneth Allen - 2013 Fall	Last Stop Auto Sales	Not Operating	Closed (Fluvanna)	
Margarita Startseva - 2015 Spring - Zion Crossroads	MS Health Coaching	Not Operating	Closed	Changed from personal training

Appendix 2: Fluvanna Volunteers for CIC

Name	Organization
Rudy Garcia	Fluvanna Chamber of Commerce/Rotary Club
Molly Fulton	CHIP
Shelley Murphy	Piedmont Housing Authority
Pamela Dempsey	St. Nickolas
Mac McManus	Mac's Auto Shop
Gail Parrish	Fluvanna County
Christina Monfalcone	Monfalcone and Garris
Hope Lawrence	Hudson Henry Granola
Zenus Choi	Towe Insurance
Terrence Perry	First Citizen's Bank
Anne Brown	Abundant Life Ministries
Valerie Palamountain	PVCC Workforce Development Center

Appendix 3: CIC Loan Products

CIC offers microloans of up to \$35,000, across several different products.

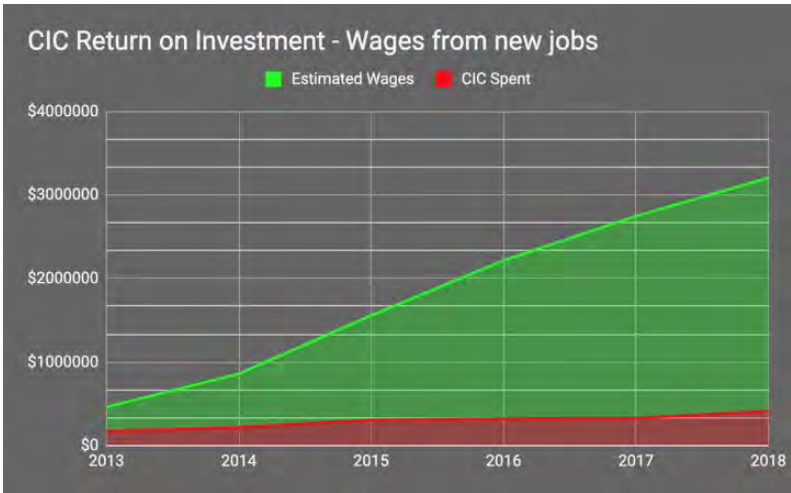
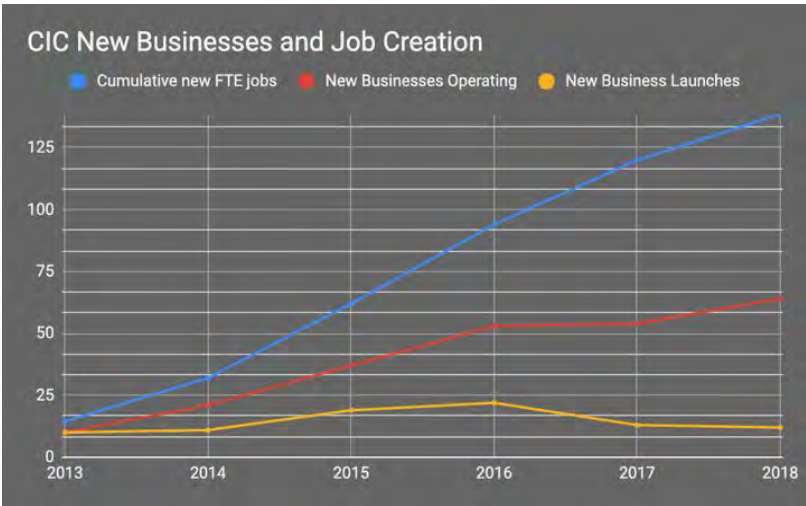
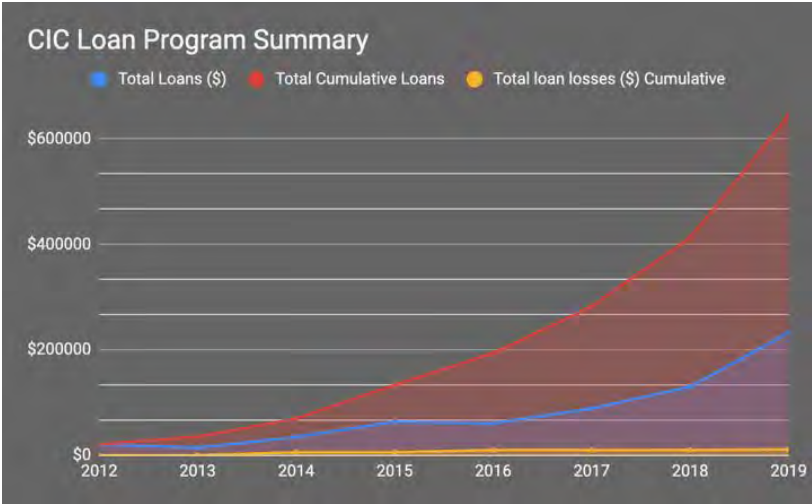
<u>Product</u>	<u>Description</u>	<u>\$Loan Range</u>	<u>Payoff Term</u>	<u>Review Process</u>	<u>Interest Rate</u>
Term Loan	Long term investment - used for startup, equipment, etc.	Up to \$35,000	1 to 5 years	Typically 30-45 days, approval by loan committee and CIC Board	6.75% - 9.75%
Line of Credit	Working capital to help manage cash flow, payments often tied to sales	\$1000 to \$10,000 currently	1 year - renewable	Typically 30-45 days, approval by loan committee and CIC Board	6.75% - 9.75%
City Business Equity Fund Term Loans	Long term investment for City of Charlottesville based businesses	Up to \$25,000	1 to 5 years	Typically 30-45 days, approval by loan committee and CIC Board	1.00% - 3.00% (City subsidized rate)
Short Term Contract Loans (Pilot)	Loan tied to specific contract already awarded.	Up to \$15,000 currently	1 to 6 months	Pre-approval with credit check; then 2-3 days when contract awarded	6.75% - 9.75%
Lending Circle Line of Credit	Group line of credit available to members of monthly peer small business circle	Group credit limit of \$5,000	1 to 6 months	Regular attendance at monthly meeting; group has approval authority	Interest Free if loan repaid on time
ACE Bridge Loans	Loans to business owners who have been awarded City ACE Grants, but who do not have funds to make purchases	Limited to amount of ACE Grant	30-60 days, payoff by City	Purchase made on behalf of borrower with approval of City for ACE participation	Interest Free
VIDA Bridge Loans	Similar to ACE, business owners approved for Virginia Individual Development Accounts program who need assistance using matched savings for business	Limited to VIDA match	30-60 days	Purchases made on behalf of borrower with approval of VIDA intermediary.	Interest Free



To date:

- 337 Entrepreneurs have begun developing 325 businesses: 180 are startups and 146 are existing businesses. 30 of those just completed our fall 2018 workshop.
- 86 new businesses have opened, 63 remain open
- 132 existing businesses have sustained or expanded.
- Another 41 businesses are still under development.
- These businesses have created 157 new FTE jobs, 136.5 of which still exist.
- These businesses employ a total of at least 332 employees or 228 FTE employees .
- 12 entrepreneurs maintain active mentoring relationships, 91 have worked a mentor.
- 52 graduates and 8 additional borrowers have received microloans totaling \$665,225: 44 for business expansion and 16 for business startup.

Additional information:



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

TAB I

MEETING DATE:	July 2, 2019				
AGENDA TITLE:	Affordable Senior Housing Project – DHCD Grant				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Eric Dahl, Deputy County Administrator				
PRESENTER(S):	Eric Dahl, Deputy County Administrator / Beth Kennan, Piedmont Housing Alliance Project Manager				
RECOMMENDATION:	Information only				
TIMING:	Current				
DISCUSSION:	Fluvanna County has been working with the Piedmont Housing Alliance (PHA) to assess the need for senior housing in the County. The County received a DHCD grant and part of the DHCD grant is to present all findings to the BOS.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

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

TAB J

MEETING DATE:	July 2, 2019				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors June 19, 2019 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday, June19, 2019, be adopted.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Minutes for June 19, 2019				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
June 19, 2019
Joint Work Session with Planning Commission - 4:00pm
Regular Meeting - 7:00pm

MEMBERS PRESENT: John M. (Mike) Sheridan, Columbia District, Chair
Tony O’Brien, Rivanna District, Vice Chair (*Arrived at 4:07pm*)
Mozell Booker, Fork Union District
Patricia Eager, Palmyra District
Donald W. Weaver, Cunningham District

ABSENT: None.

ALSO PRESENT: Steven M. Nichols, County Administrator
Fred Payne, County Attorney
Caitlin Solis, Clerk for the Board of Supervisors

A – WORK SESSION – CALL TO ORDER

B – WORK SESSION - PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE

At 4:02pm Chair Sheridan called to order the Work Session of June 19, 2019.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

C – JOINT WORK SESSION WITH PLANNING COMMISSION

Property Maintenance, Fire Protection Code, and Business License—Eric Dahl, Deputy County Administrator/Acting Director of Community Development & Brad Robinson, Senior Planner

Recent county code updates and the 2019 code violations (Jan - Apr) breakdown were presented by Eric Dahl, Deputy County Administrator/Acting Director of Community Development:

CH.	TOPIC	COVERS	Type of Violation	Number of Violations
5	BUILDINGS	Removal, Repair and Securing of Dangerous Buildings and Other Structures	Junkyard / Junk / Debris / Trash	22
10	GARBAGE, REFUSE AND WASTE	Trash, Garbage, Solid Waste, and Tires	Inoperable Vehicles	8
15	MOTOR VEHICLES AND TRAFFIC	Abandoned and Inoperable Vehicles	SDP / ZMP / SUP / ESC Violations	10
			Noise and Lighting	1
			Camping	1
			Setback Encroachment	1
			Total:	43

Kevin Zoll, Building Official, discussed construction and maintenance issues including:

- Virginia Uniform Statewide Building Code (USBC)
- Virginia Construction and Existing Building Codes
- Virginia Maintenance Code
- Farm Use Building Code
- Rental Inspection Districts
- Spot Blight Abatement
- Virginia Statewide Fire Prevention Code (SFPC)
- Business License

Mike Brent, Fluvanna Fire Chief, and Richie Constantino, Lake Monticello Fire Chief, addressed a question from the planning commission regarding hazardous materials found in buildings on fire calls.

Public Comments

- Addison Mitchell, 262 Stage Junction Road, Columbia, VA 23038 thanked the board/planning commission for the improvements that have been made to the Town of Columbia.
- Doug Wylie, 188 Scenic River Drive, Columbia, VA 23038 reiterated the gratitude to the board and planning commission for the improvements to the Town of Columbia.

Board Discussion

The Board of Supervisors would like to revisit the discussion at a Joint Work Session following the August 4, 2019 Regular Meeting on the Virginia Maintenance Code and Virginia Statewide Fire Prevention Code. The Board tabled any further Business License Fee discussion at this time.

E – CLOSED MEETING DINNER RECESS

ENTER INTO A CLOSED MEETING

MOTION:	At 5:48pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.3, A.5, A.6 & A.19 of the Code of Virginia, 1950, as amended, for the purpose of discussing Real Estate, Prospective Industry, Investment of Funds, and Public Safety.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	PASSED 5-0				

EXIT A CLOSED MEETING AND RECONVENE IN OPEN SESSION

MOTION:	At 7:01 pm, move Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting.”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second		Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	PASSED 5-0				

1 – CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND MOMENT OF SILENCE

At 7:01pm, Chair Sheridan called to order the Regular Meeting of June 19, 2019. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

2 – SPECIAL ACTION ITEM AND PRESENTATION

MOTION:	Approve the Community Service Award Resolution honoring Catherine R. Garcia, as presented.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion	Second			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	PASSED 5-0				

The Board of Supervisors awarded Catherine R. Garcia a Community Service Award Resolution honoring her significant community contributions as outlined in the attached resolution.

3 – ADOPTION OF AGENDA

Mr. Nichols noted that a New Business item had been added for BOS consideration (CVRJ Appointment).

MOTION:	Approve the agenda for the June 19, 2019, Regular Meeting of the Board of Supervisors, as amended.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion	Second			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	PASSED 5-0				

4 - COUNTY ADMINISTRATOR’S REPORT

Mr. Nichols reported on the following topics:

- Fluvanna County Baseball won the 2019 Class 3 State Championship, Jacob Critzer was named Class 3 Player of the Year, and Joel Gray was named Class 3 Coach of the Year.
- Library Summer Workshops and presentations have been well attended.
- Jefferson Good Neighbor Pharmacy is in the running for Good Neighbor Pharmacy of the Year! The pharmacy is in the final 3 out of 4,600 nominations nationwide.
- Administration Building sewer line repairs are almost complete.
- CVRJ Funding for Inmate Medical Services are based on a rolling 3 – year average percent of total inmates with the Annual Budget amount projected based on historical spending.
- Kelly Belanger Harris started her new role as Assistant County Administrator on Monday, June 10th.

- Caitlin Solis started her new role as Executive Assistant and Clerk to the Board of Supervisors on Monday, June 10th.
- Liz Mclver started her new role as Management Analyst in Finance on Monday, June 10th.
- Upcoming BOS Meetings:

Day	Date	Time	Purpose	Location
Tue	Jul 2	4:00 PM 7:00 PM	Regular Meeting	Courtroom
Tue	Jul 9	7:00 PM	Special Meeting – Joint BOS-PC Public Hearing	Courtroom
Wed	Aug 7	4:00 PM	Regular Meeting	Courtroom
Wed	Aug 21	7:00 PM	Regular Meeting	Courtroom

5 - PUBLIC COMMENTS #1

At 7:22pm, Chair Sheridan opened the first round of Public Comments.
With no one wishing to speak, Chair Sheridan closed the first round of Public Comments at 7:22pm.

6 - PUBLIC HEARING

ZMP 18:01 – Steven & Codie Peters / Colonial Circle – Brad Robinson, Senior Planner requested to amend the Fluvanna County Zoning Map with respect to 61.95 acres of Tax Map 8, Section A, Parcel A14A, to rezone the same from A-1 Agricultural, General and B-1 Business, General to R-3, Residential Planned Community.

Kelsey Schlein, Planner with Shimp Engineering and Justin Shimp, Head Engineer, represented Steven and Codie Peters and presented the Colonial Circle development project plan to the Board of Supervisors.

At 8:20pm, Chair Sheridan opened the Public Hearing. Crystal Shifflett, 8268 Thomas Jefferson Parkway, Palmyra, VA 22963 spoke in opposition to the increased traffic that would be added to the roads around the project. There being no one else wishing to speak, Chair Sheridan closed the Public Hearing at 8:24pm.

MOTION:	Move that the Board of Supervisors approve ZMP 18:01, a request to amend the Fluvanna County Zoning Map with respect to 61.95 acres of Tax Map 8, Section A, Parcel A14A, to rezone the same from A-1 Agricultural, General and B-1 Business, General to R-3, Residential Planned Community, subject to approval of a special use permit for an increase in density between 3 and 10 residential units per acre (325 units) as shown on the enclosed preliminary master plan and in accordance with Section 22-7-8 of the Fluvanna County Code.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		
VOTE:					
RESULT:	MOTION FAILED FOR LACK OF A SECOND				

MOTION:	Move to deny ZMP 18:01, a request to amend the Fluvanna County Zoning Map with respect to 61.95 acres of Tax Map 8, Section A, Parcel A14A, to rezone the same from A-1 Agricultural, General and B-1 Business, General to R-3, Residential Planned Community.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second	Motion			
VOTE:	No	Yes	No	No	No
RESULT:	MOTION FAILED 1-4				

MOTION:	Approved ZMP 18:01, a request to amend the Fluvanna County Zoning Map with respect to 61.95 acres of Tax Map 8, Section A, Parcel A14A, to rezone the same from A-1 Agricultural, General and B-1 Business, General to R-3, Residential Planned Community, subject to approval of a special use permit for an increase in density between 3 and 10 residential units per acre (325 units) as shown on the enclosed preliminary master plan and in accordance with Section 22-7-8 of the Fluvanna County Code.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second		Motion		
VOTE:	Yes	No	Yes	Yes	Yes
RESULT:	PASSED 4-1				

SUP 18:05 – Steven & Codie Peters / Colonial Circle Density – Brad Robinson, Senior Planner Requested consideration for approval of a special use permit to increase maximum gross residential density above 2.9 dwelling units per acre with respect to 61.95 acres of Tax Map 8, Section A, Parcel A14A. A review of proposed density increase would be in accordance with Chapter 22, Article 7 of the Fluvanna County Code. The application was received on December 3, 2018; and the Planning Commission reviewed the request on May 7, 2019 with a recommendation to deny the SUP.

MOTION:	Approve SUP 18:05, a request to increase maximum gross residential density above 2.9 units per acre with respect to 61.95 acres of Tax Map 8, Section A, Parcel A14A, subject to the four (4) conditions listed in the staff report;				
	Staff Conditions:				
	1. Prior to development of the site, site development plans and subdivision plats that meet the requirements of the Fluvanna County zoning and subdivision ordinances must be submitted for review and approval.				
	2. The maximum gross residential density for all dwelling units, including single-family detached, single-family attached, two-family, multi-family and townhouse dwellings, shall not exceed 325 units. Any increase in density shall require submittal of a special use permit application in accordance with the procedures of Sec. 22-17-4.				
	3. The Board of Supervisors, or its representative, reserves the right to inspect the property for compliance with these conditions at any time.				
MEMBER:	4. Any special use permit issued pursuant to Article 17 of the Fluvanna County Zoning Ordinance may, after notice and hearing as provided in Section 22-17-4(C), be revoked by the governing body upon a finding that (1) the use for which such permit was granted has been abandoned; or (2) that the holder of such permit has substantially breached the conditions of such permit. For purposes of this section, a special use permit may be deemed abandoned by the governing body if the approved use has not been initiated within two (2) years from the date of approval.				
	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
	Second		Motion		
	Yes	No	Yes	Yes	Yes
	PASSED 4-1				

7 - ACTION MATTERS

Appointment to James River Water Authority – County Administration Representative—Steven M. Nichols, County Administrator requested the appointment of Mr. Dahl to replace Mr. Nichols on the JRWA Board per the terms of the JRWA Articles of Incorporation and Bylaws with a term to begin July 1, 2019, and ending June 30, 2023, or at the end of his term of public office, whichever occurs first.

MOTION:	Move to appoint Eric M. Dahl as a Fluvanna County representative to the James River Water Authority (JRWA) Board replacing Steven M. Nichols and with a term beginning July 1, 2019, and ending June 30, 2023, or at the end of his term of public office, whichever occurs first.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Motion			Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	PASSED 5-0				

FCPS Bus Purchase - FY20 CIP Budget Transfer—Don Stribling, Executive Director, FCPS requested the use of funds in the FY20 CIP Fleet Vehicle line to cover the overage in the Fleet Bus line. The overage occurred as a result that both an 83 passenger bus and 77 passenger bus were needed to add to our bus fleet at this time and the costs were higher than expected.

83 Passenger Bus	\$114,225.00
77 Passenger Bus	<u>\$ 96,576.00</u>
	\$210,801.00

- Funds Originally Approved in FY20 CIP for Buses: \$200,000
- Revised FY20 CIP funding for Buses: \$211,000
- Funds Originally Approved in FY20 CIP for School Vehicles: \$50,000
- Revised FY20 CIP funding for Vehicles: \$39,000

MOTION:	Move that the Board of Supervisors approve a transfer of \$11,000.00 from FY20 CIP Schools Fleet Vehicles to FY20 CIP Schools Fleet Buses to cover the overage cost of two buses.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion				Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	PASSED 5-0				

Project Agreement #2 with CRA for Burn Building Design - Cyndi Toler, Purchasing Officer recommended approval of a supplemental appropriation of \$14,860. VDFP provided grant funding for the construction of a burn building in Fluvanna County; \$30,000 is provided strictly for engineering services. This project agreement is to have a final design and construction documents completed for submittal to VDFP for approval. This step is a requirement of the grant. \$18,200 of the \$30,000 has already been used to complete soil testing and to complete a site plan leaving \$11,800 covered by the grant and an additional \$14,860 to be paid by the county. This will reduce the Board of Supervisor Contingency and increase CIP Project for the Burn Building by \$14,860.

MOTION:	Move the Board of Supervisors approve a supplemental appropriation of \$14,860 from the FY19 BOS Contingency budget to the CIP project budget for the F&R BURN BUILDING, to increase the funds necessary for Project Agreement 2.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second		Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	PASSED 5-0				

MOTION:	Move the Board of Supervisors to approve Project Agreement # 2 between Fluvanna County and Crabtree, Rohrbaugh & Associates, Inc. to complete the BURN BUILDING DESIGN SERVICES totaling \$26,660.00, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second		Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	PASSED 5-0				

SCADA Services - Cyndi Toler, Purchasing Officer presented a summary of the RFP issued April 5, 2019 and closed April 26, 2019. 6 Proposals were received; 4 of those were chosen to return for interviews. E-Merge Systems, Inc. were chosen by the committee as the highest scoring proposal. Supervisory Control and Data Acquisition (S.C.A.D.A.) system generally refers to an industrial computer system that monitors and controls a process. In this case, our water and sewer system. E-Merge will work closely with County Staff, Dewberry Engineers and the Construction contractors to design a computer system that will manage operations of the Zion Crossroads Water and Sewer System. This is a Term Contract for 1 year with 4 more one year renewals. Project Agreement will be submitted to the Board for approval as needed and cost will be based on hourly rates as follows:

- Project Manager - \$145.00/Hour
- SCADA/IT Engineer - 130.00/Hour
- Controls Engineer I - 130.00/Hour
- Controls Engineer II - 137.50/Hour
- Instrument / Field Tech - 100.00/Hour
- Senior Controls Designer / P.E. - 155.00/Hour

MOTION:	Move the Board of Supervisors to approve the Term Contract between Fluvanna County and E-Merge Systems, Inc. for SCADA Services, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second	Motion			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	PASSED 5-0				

Sick Leave Policy Update - Jessica Rice, Human Resources Manager presented an update to Section 2.13.2 Sick Leave of the County Personnel Policy updating content, clarity, and formatting. The changes summarized below constitute a content review, as well as alignment with regulatory changes and current practices. This review and revision encompasses section 2.13.2 only. Changes have been reviewed by Constitutional Officers, applicable Agency Heads, and Department Directors.

Policy Update Summary:

- Hybrid VRS members are now allotted 96 hours (12 days) of sick leave per year, regardless of years of service.
- Permanent part-time and full-time staff may use sick leave as additional bereavement leave.

MOTION:	Move to approve the updated County Personnel Policy 2.13, Leave and Holidays, section 2.13.2 Sick Leave, as presented.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion		Second		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	PASSED 5-0				

7A – BOARDS AND COMMISSIONS

MOTION:	Move the Board of Supervisors approve the following Board, Commission, or Committee appointments: - JABA Advisory Council, Elva Key, Term July 1, 2019, through June 30, 2022.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second	Motion			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	PASSED 5-0				

8 - PRESENTATIONS

VDOT Quarterly Report—Alan Saunders, VDOT, Louisa Residency and Bethel Keyfalew, Residency Operations Engineer, updated the Board of Supervisors on the year to date fatal accidents, various projects in the county, traffic engineering, area land use, and maintenance activities.

Palmyra Area Revitalization Committee (PARC) Update—Kris Krechoweckyj, PARC Member presented an update to the BOS on projects PARC has been working on since the BOS directed the formation of the committee in August of 2018. Village Bench Project, Village Walking Tour, Village Kiosk Project, Route 15 Signage, Civil War Park & Old Stone Jail, and Community Outreach. PARC would like to get direction from the BOS on the projects and request funding to allow for PARC to continue to work on the projects discussed in this presentation.

Ms. Krechoweckyj also presented the PARC Financial Report:

As well as, the financial projections for FY20:

FINANCIAL PROJECTIONS June 2019 - June 2020	
PARC Funded Projects	Cost (approx)
Kiosk	\$2,000
2 Special Programs ¹	\$200
2 Wreaths for Courthouse	\$60
1 Town Hall meeting ¹	\$50
Total	\$2,310
County Funded Projects	
Brochures printing	?
2 Route 15 Welcome Signs	?
Village Slate Signs	~ \$2000
2 Courthouse Posters	?
PARC Program Sponsorship	\$0
Total	
Note:	
1 - With Economic Development as Sponsor	

2018-2019 STATEMENT OF ACTIVITY		
Income		
	Bench/plaque Sponsorship	\$3,123.62
	Donations	\$50.00
	Total	\$3,173.62
Expenses		
	Benches/plaques purchased	\$2,841.62
Net	PARC Surplus	\$332.00
	Other:	
	PARC members donations/expenses (approx.)	\$50.00
	Volunteer hours (approx.)	500

Virginia Scenic Rivers Project-James River - Eric Dahl, Deputy County Administrator, introduced the topic and Lynn Crump, PLA, Scenic Resources Coordinator, from the Virginia Department of Conservation and Recreation, who discussed the Virginia Scenic Rivers Program.

- The Town of Scottsville is requesting a study from DCR for the James River to be designated as a State Scenic River.
- The river segment length could vary depending upon the adjacent counties participating and requesting the study.
- The section determined to be studied along the James River could be from Howardsville (Rockfish River) to Columbia (Rivanna River) for a 34-mile section.
- The Rivanna River is designated as a State Scenic River and was the first one designated in the program.
- The counties of Albemarle, Buckingham, Cumberland and Fluvanna would need to write a letter requesting to participate in the study for that 34-mile section.
- Funding is not required for this request; the study is funded by DCR.

The Board supported the participation in the Virginia Scenic Rivers Project for the 34-mile section of the James River and a 12.80-mile section of the Hardware River, and directed staff to prepare letters to reflect the Board’s intention.

9 - CONSENT AGENDA

The following items were discussed before approval:

O - Accounts Payable Report, May 2019—Mary Anna Twisdale, Director of Finance

The following items were approved under the Consent Agenda for June 19, 2019:

- *Minutes of June 5, 2019* – Caitlin Solis, Clerk to the Board
- *Appointment of Zoning Administrator* – Miles—Steven M. Nichols, County Administrator
- *Accounts Payable Report*—May 2019—Mary Anna Twisdale, Director of Finance
- *FY19 Voluntary Contributions*—Mary Anna Twisdale, Director of Finance
- *FY19 Department of Social Services Share of Cost Allocation Funds*—Mary Anna Twisdale, Director of Finance
- *FY19 Facilities Insurance Claim Fork Union Light Pole*—Mary Anna Twisdale, Director of Finance
- *FY19 Facilities Vehicle Insurance VACORP - 2013 Dodge Journey*—Mary Anna Twisdale, Director of Finance
- *FY19 Facilities Vehicle Insurance VACORP - 2016 Transit Cargo*—Mary Anna Twisdale, Director of Finance
- *FY19 Facilities Vehicle Insurance VACORP 2019 Dodge Promaster*—Mary Anna Twisdale, Director of Finance
- *FY19 Palmyra Fire Department Insurance VACORP Garage Door*—Mary Anna Twisdale, Director of Finance
- *FY19 Sheriff Vehicle Insurance VACORP 2018 Dodge Charger*—Mary Anna Twisdale, Director of Finance
- *FY19 Sheriff's Office Budget Transfer - Unclaimed Body Charges*—Mary Anna Twisdale, Director of Finance
- *FY19 Reassessment Budget Transfer*—Mary Anna Twisdale, Director of Finance
- *Convenience Center Worker Position Description*—Jessica Rice, Human Resources Manager
- *Park Maintenance Worker Position Description*—Jessica Rice, Human Resources Manager
- *Pierce Group Benefits Service Agreement Amendment*—Jessica Rice, Human Resources Manager
- *CRMF Request for Admin Building Sewer Line Repair*—Dale Critzer, Asst. Director Public Works

MOTION:	Approve the consent agenda, for the June 19, 2019 Board of Supervisors meeting, and to ratify Accounts Payable and Payroll for May 2019, in the amount of \$2,168,177.78				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second				Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	PASSED 5-0				

10 - UNFINISHED BUSINESS

None.

11 - NEW BUSINESS

Central Virginia Regional Jail Authority Appointment - At Large Position—Caitlin Solis, Clerk to the Board. Mr. Nichols requested the Board of Supervisors appoint Eric M. Dahl to the Central Virginia Regional Jail Authority with a term to begin July 1, 2019, and to end on June 30, 2020. Based on the CVRJ Authority agreement, each of the five counties provides an at large position for the CVRJ Authority in rotation. Fluvanna’s term is for FY20.

MOTION:	Approve Eric M. Dahl for appointment to the Central Virginia Regional Jail Authority, as a Fluvanna County representative in the At Large position, with a term to begin July 1, 2019, and to end on June 30, 2020.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second				Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	PASSED 5-0				

Palmyra Area Revitalization Committee Funding – Patricia B. Eager, Board of Supervisor, Palmyra District suggested the Board of Supervisors provide the Palmyra Area Revitalization Committee with \$5,000 from the FY19 Board of Supervisors Contingency fund.

MOTION:	Approve funding of \$5,000 for the Palmyra Area Revitalization Committee to support committee projects, with such funds to come from FY19 Board of Supervisors contingency.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver

ACTION:	Second	Motion			
VOTE:	Yes	Yes	Yes	Yes	No
RESULT:	PASSED 4-1				

- Mr. O’Brien asked that the Board direct the Administration to look again at State Proffer guidance now that it will be available in July.
- Mrs. Eager got a letter from Bobbie Gallo suggesting the high school let students do community service for physical education credits and connect the high school to the community. She will forward it to the School Board Chair and Mr. Nichols will send a copy to the Superintendent.

12 - PUBLIC COMMENTS #2

At 10:28pm, Chair Sheridan opened the second round of Public Comments.
Christina Dimeo, 20 South Bearwood Drive, Palmyra, VA 22963 praised each member of the Board of Supervisors for all that they do for the community.
With no one else wishing to speak, Chair Sheridan closed the second round of Public Comments at 10:35pm.

14 - ADJOURN

MOTION:	Adjourn the regular meeting of Wednesday, June 19, 2019 at 10:35pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second				Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	PASSED 5-0				

ATTEST: FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

John M. Sheridan
Chair



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 08-2019

COMMUNITY SERVICE AWARD RESOLUTION HONORING CATHERINE R. GARCIA

WHEREAS, Catherine R. Garcia has served the citizens of Fluvanna County for eight years through her work with numerous county and regional organizations; and

WHEREAS, Mrs. Garcia began the Fork Union Military Academy Interact Club in October 2011; and

WHEREAS, since 2011 Mrs. Garcia has led the Interact Club members to provide almost 8,000 service hours, working with at least 35 different community organizations; and

WHEREAS, Mrs. Garcia's contributions have led to an equivalent economic benefit to the community of approximately \$200,000 of volunteer time based on Commonwealth standards; and

WHEREAS, Mrs. Garcia has provided mentoring and leadership to the Cadets at Fork Union Military Academy, she has offered the same as a member of the Fluvanna Leadership Development Program Steering Committee, and as President of the Fluvanna Rotary Club; and

WHEREAS, by her exemplary civic engagement, Mrs. Garcia has become much sought after whenever a helping hand is needed, and;

NOW, THEREFORE BE IT RESOLVED, that the Fluvanna County Board of Supervisors does hereby recognize the significant community service contributions of Mrs. Catherine R. Garcia and honors her Civic Responsibility, Mentoring & Coaching, Volunteer Services, and Community Spirit.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at the Regular Meeting of the Board held on the 19th day of June, 2019, on a motion by Mrs. Booker, seconded by Mrs. Eager, and by the following vote:
AYE: Booker, Eager, O'Brien, Sheridan, & Weaver **NAY:** None **ABSENT:** None

John M. Sheridan, Chair
Fluvanna County Board of Supervisors



Capital Reserve Maintenance Fund Request

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

Provide \$3,500.00 from the Capital Reserve Maintenance Fund to pay the costs of:


Excessive repairs for bobcat skid steer ." Bobtach "quick attachment pins and bushing severely worn and Track tensioner causing track to come off with use . See description

Section 1 - REQUEST

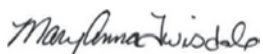
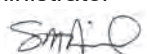
Requesting Dept. / Agency: Public Works PW19-013		Dept / Agency Contact: Dale Critzer	Date of Request:
Phone: (434) 591-1925	Fax: (434) 591-1924	email: dcritzer@fluvannacounty.org	Fiscal Year: FY19
Reserve Fund Purpose Category: Unexpected facility repairs or replacements			
Description of Project/Repair	Qty	Unit Price	Total Price
Excessive skid steer repairs	1	\$3,500.00	\$3,500.00
Total Request:			\$3,500.00

Description and Justification for Proposed Use

(Bobtach) Quick attachment assembly as well as bushings and pins for implements excessively worn . Right side track tensioner failed causing skid steer to almost loose track while on the job and and other seals were replaced while disassembled . See attachments

Department / Agency Head Name: Dale Critzer / Assistant Director	Signature  Digitally signed by Dale Critzer Date: 2019.06.25 15:04:34 -04'00'	Date 2019/06/25
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Section 2 - REVIEW

Recommended? <input type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director  Mary Anna Twisdale 2019.06.26 09:48:36 -04'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator  Digitally signed by Steven M. Nichols Date: 2019.06.26 09:36:51 -04'00'	Date

Section 3 - BOARD OF SUPERVISORS

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

TAB L

MEETING DATE:	July 2, 2019				
AGENDA TITLE:	Historical Society Farm Heritage Museum Funding				
MOTION(s):	I move the Board of Supervisors reduce the Farm Heritage Museum construction cost funding contribution from the Fluvanna County Historical Society by \$10,886.98.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Mary Anna Twisdale, Director of Finance				
PRESENTER(S):	Mary Anna Twisdale, Director of Finance				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Immediate				
DISCUSSION:	<ul style="list-style-type: none"> On May 29, 2018, the Historical Society agreed to reimburse Fluvanna County for additional Farm Heritage Museum construction costs. (See attached Chart) The Historical Society has now spent over \$9,000 for mounting the exhibits, providing signage and preparing the building for its debut. The cost of the exhibits in the museum was entirely borne by the Society and its members. The Historical Society anticipates spending at least \$3,000-\$4,000 in additional expenses as we add new material to the museum. The Society is working with the County on another mutual project at Pleasant Grove, and again the Society is providing over 75% of the funding. The Historical Society is about to order a traditional ornamental wrought iron fence for the Haden Cemetery in front of the Pleasant Grove House. The cost of this project will be \$19,500 including purchase and installation of the fence. The Society raised \$15,261 for the fence from private donors and from local foundations. The Haden Family Fund has already expended over \$6,000 for the repair of the monuments in the cemetery and will bear the balance of the cost of the fence. 				

	<ul style="list-style-type: none"> Based on the above information, the Historical Society has requested the payment of \$10,886.98 for construction cost funding for the Farm Heritage Museum be waived by Fluvanna County. The Historical Society will continue to make an annual contribution of \$5,000 to Fluvanna County through FY23 The \$525 Annual Funding from Fluvanna County to the Historical Society will be eliminated through FY23. 				
FISCAL IMPACT:	Fluvanna County will not receive reimbursement from the Historical Society for the \$10,886.98 expended for the Farm Heritage Museum construction.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Funding Sheet County Administrator Letter				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

June 10, 2019

Mr. Marvin Moss
President
Fluvanna County Historical Society
P.O. Box 8
Palmyra, VA 22963

Dear Mr. Moss,

Thank you for your email correspondence of June 5, 2019, regarding funding for the Farm Heritage Museum. The Board of Supervisors has discussed your request for the County to waive the Historical Society's construction cost payment of \$10,886.98.

The Board has agreed with your request and will forgo the remaining construction cost payment noted above and as shown on the attached funding summary. This waiver of payment will be formally acted upon at an upcoming Board meeting.

The Board does presume that the remaining funds committed by the Historical Society for FY19 through FY23 as noted on the enclosed commitment summary will be remitted as planned. The \$5,000 remittance for Fiscal Year 2019 is due by June 30, 2019.

The Board clearly recognizes the incredible commitment, dedication, and years of hard work by you and many other Historical Society and community members to bring the dream of a county Farm Heritage Museum to fruition. The Board is also appreciative of the additional post-construction work and cost to outfit the museum. The overall result is something for which all Fluvannians can be justifiably proud.

Many thanks again to you and the entire Fluvanna County Historical Society membership for your vision and tireless efforts. My point of contact for fiscal matters is Mrs. Mary Anna Twisdale, Director of Finance, who can be reached at (434) 591-1930 or mtwisdale@fluvannacounty.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'S.M. Nichols', with a stylized flourish at the end.

Steven M. Nichols
County Administrator

Encl:
FHS Funding Commitment Summary

Fluvanna County Farm Heritage Museum

Fluvanna Historical Society Funding Commitments Report

Original Construction Cost Commitment	\$270,425.00
Change Order Commitment #1 - Addendum 2 - Interior Walls	\$7,000.00
Change Order Commitment #2 - Addendum 3 - Exterior Painting	\$6,850.00
Change Order Commitment #3 - Lighting Fixtures	\$1,610.78
TOTAL	\$285,885.78

FHS Payment (Aug 2, 2017)	(\$2,425.00)
FHS Payment (May 15, 2018)	(\$272,573.80)

CONSTRUCTION BALANCE DUE*	\$10,886.98
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**To be waived by formal BOS action.*

FHS Commitment for Additional County Funding Contributions	Amount Due
FY19 Paid in June 2019	\$5,000.00
FY20 Pending	\$5,000.00
FY21 Pending	\$5,000.00
FY22 Pending	\$5,000.00
FY23 Pending	\$5,000.00
TOTAL	\$25,000.00

FHS Agreement to Eliminate Annual County Funding Support	Amount
FY19 Complete	(\$525.00)
FY20 Complete	(\$525.00)
FY21 Pending	(\$525.00)
FY22 Pending	(\$525.00)
FY23 Pending	(\$525.00)

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

TAB M

MEETING DATE:	July 2, 2019				
AGENDA TITLE:	FY19 Aid to Localities Funding – Fire Department				
MOTION(s):	I move the Board of Supervisors approve the supplemental appropriation of \$3,924 to the FY19 State Fire Program’s Aid to Localities pass-through funding.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Mary Anna Twisdale, Director of Finance				
PRESENTER(S):	Mary Anna Twisdale, Director of Finance				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Effective June 30, 2019				
DISCUSSION:	<ul style="list-style-type: none"> Each locality in the Commonwealth receives annual funding to be passed on to the Fire Departments. Aid to Localities funding is a formula based allocation. So the amount allocated is different each year. The Commonwealth sends this funding to the County as a direct pass through to the Fire Departments. For FY19, the funding amount is \$88,924 which is \$3,924 over the budgeted amount of \$85,000. 				
FISCAL IMPACT:	This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

TAB N

MEETING DATE:	July 2, 2019				
AGENDA TITLE:	FY19 Four-For-Life Supplemental Appropriation				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$2,284.88 to the FY19 Four-For-Life pass-through funding.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Mary Anna Twisdale, Director of Finance				
PRESENTER(S):	Mary Anna Twisdale, Director of Finance				
RECOMMENDATION:	Approval of the motion as stated above.				
TIMING:	Effective June 30, 2019				
DISCUSSION:	<ul style="list-style-type: none"> • This funding is legislated by the Code of Virginia which stipulates that an additional \$4.25 per year is charged and collected at the time of vehicle registration and set aside as a special fund to be used only for EMS purposes. • A percentage of the funds collected is allocated to a "Return to Locality" fund to provide local support for EMS training and equipment purchases. • The Commonwealth sends this funding to the County as a direct pass through to the Rescue Squads. • For FY19, the funding amount is \$28,284.88, which is \$2,284.88 over the budgeted amount of \$26,000. 				
FISCAL IMPACT:	This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

TAB O

MEETING DATE:	July 2, 2019				
AGENDA TITLE:	FY19 Sheriff Department Insurance Claim – 2014 Dodge Charger VIN#9289				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$622.11 to the FY19 Sheriff Vehicle Repair & Maintenance Budget to reflect reimbursement from a VACORP insurance claim.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				x	
STAFF CONTACT(S):	Liz McIver, Management Analyst				
PRESENTER(S):	Liz McIver, Management Analyst				
RECOMMENDATION:	Recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	<p>A 2014 Dodge Charger (VIN 9289) was hit during a traffic stop and declared to have body damage by VACORP. The recovered amount for the vehicle after the \$500 deductible is \$622.11.</p> <p>This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.</p>				
FISCAL IMPACT:	This action will increase the FY19 Sheriff Budget by \$622.11.				
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 P

MEETING DATE:	July 2, 2019 – 7:00 pm				
AGENDA TITLE:	EDTAC Update Presentation				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes XX	No	If yes, list initiative(s):	C1	
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Andy Sorrell, EDTAC Chair, Bryan Rothamel, ED Coordinator, Aaron Spitzer, P&R Director				
PRESENTER(S):	Andy Sorrell, EDTAC Chair				
RECOMMENDATION:	Information				
TIMING:	Current				
DISCUSSION:	The EDTAC Chair will be presenting an update on EDTAC activities and plans.				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	EDTAC was established by the BOS on May 4, 2016.				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

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

Y/N	Item
Y	BOS Contingency Balance Report (FY19)
Y	BOS Contingency Balance Report (FY20)
Y	Capital Reserve Balances Memo
Y	Unassigned Fund Balance Report
	Fluvanna County Bank Balances
	Building Inspections Report
Y	VDOT Monthly Report

MEMORANDUM

Date: July 2, 2019
From: Mary Anna Twisdale – Director of Finance
To: Board of Supervisors
Subject: FY19 BOS Contingency Balance

The FY19 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000.00
Less: FY19 Non-Profit Budget Allocations Change – 05.16.18	-\$14,180.00
Less: FY19 C.A.R.E. Task Force Container for Clean Up Day – 09.19.18	-\$500.00
Less: FY19 Building & Program Feasibility Study – 11.20.18	-\$10,690.00
Less: FY19 Additional Public Safety Radios for St. Troopers – 12.19.18	-\$12,000.00
Less: FY19 Aqua Virginia vs. Caroline County – 03.06.2019	-\$5,000
Less: FY19 TJPDC Regional Housing Summit – 04.03.2019	-\$1,000
Less: FY19 RK&K Columbia Sewage CIP – 04.17.2019	-39,699.00
Less: FY19 Palmyra Area Revitalization Funding – 6.19.2019	-5,000.00
Less: FY19 Sheriff Unclaimed Body Charges – 06.19.2019	-3,002.65
Less: FY19 Project Agreement #2 Burn Building Design – 06.19.2019	-14,860.00
Available:	\$44,068.35

MEMORANDUM

Date: July 2, 2019
From: Mary Anna Twisdale – Director of Finance
To: Board of Supervisors
Subject: FY20 BOS Contingency Balance

The FY20 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$175,000
ADD: FY20 Adopted Budget Excess – 04.24.19	+\$36,744
Available:	\$211,744

MEMORANDUM

Date: July 2, 2019
From: Liz McIver, Management Analyst
To: Board of Supervisors
Subject: FY20 Capital Reserve Balances

The FY20 Capital Reserve account balances are as follows:

County Capital Reserve:

FY20 Budget Allocation:	\$250,000
FY19 Carryover	\$107,141
Total FY20 Budget:	\$357,141
FY20 Available:	\$357,141

Schools Capital Reserve:

FY20 Budget Allocation:	\$250,000
FY19 Carryover	\$194,149
Total FY20 Budget:	\$444,149
FY20 Available:	\$444,149

MEMORANDUM

Date: July 2, 2019
From: Mary Anna Twisdale – Director of Finance
To: Board of Supervisors
Subject: Unassigned Fund Balance

*FY19 Year End (Unaudited) Unassigned Fund Balance:	*\$3,316,789
Current (Unaudited) Unassigned Fund	*\$3,316,789

* Audited FY19 Year End Unassigned Fund Balance will be available upon completion of the FY19 CAFR

Culpeper District, Louisa Residency

Fluvanna County Monthly Report: July 2019

Fluvanna Mileage, Structures

PRIMARY MILES	SECONDARY MILES	STRUCTURES	TOTAL MILES
102.34	598.62	75	700.96

Fatal Accidents

DATE	LOCATION	ALCOHOL	RESTRAINT
05/05/18	Route 250, at Route 631 Troy Rd	No	No
08/24/18	Route 250	Hit & Run	Pedestrian
09/18/18	Route 607	No	N/A
10/17/18	Route 619, East of Route 660	No	N/A
12/11/18	Route 659, 0.50 miles N of Route 626	No	Pedestrian
1/22/19	Route 656	No	Yes

*Of the 843 fatalities in VA in 2017, 208 were related to distracted driving and 308 were motor vehicle occupants not wearing a seatbelt.

**10% of all drivers do not wear a seatbelt. Of all driver fatalities, 50% are from the 10% that do not wear a seatbelt if the option was available.

[Link to SmartScale information](#)

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

SmartScale Round 3 Applications:

- Thomas Jefferson Pkwy (Rte 53) & Turkeysag Trail (Rte 1015)
- James Madison Hwy (Rte 15) & Bybees Church Rd (Rte 613)
- James Madison Hwy (Rte 15) & Hunters Lodge Rd (Rte 631)
- Route 250 at Toy Road (Route 631)



Key Dates:

- February – April, CTB considers evaluated projects for inclusion in the Six Year Improvement Program (SYIP)
- June, CTB adopts Final SYIP

Projects:

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Route 53 Safety improvements at Route 618, Roundabout, (UPC:96938)	Community Meeting (Apr 2019)	Advertisement	Anticipated NOV 2019
Route 680 – Rural Rustic (UPC:107558)	CN Begins (State Forces)	CN Completion	Anticipated Completion Summer 2019
Route 629 Bridge Replacement (UPC 104848)	CN Begins	CN Completion	Anticipated Completion December 2019

Route 1001 – PE Study (UPC T22858)		PE Authorization	Anticipated to begin Summer 2019
Route 659 – PE Study (UPC T22859)		PE Authorization	Anticipated to begin Summer 2019
Route 600-618 Intersection Improvements (UPC 111739)	Environmental Review Process	Scoping	Anticipated FEB 2022

Additional Road Projects:

- On-Call Pipe Replacements (UPC 106020)
- District Wide Guardrail Repair and/or Replacement (UPC 106849)
- District Wide ADA Compliance (UPC 108027)
- On-Call District Wide Pavement Marking (UPC 108282)
- District-Wide Primary Rumble-Strips, 9999-967-280 (UPC 106978)

Route	County MP Start	County MP End	Location Description	Length (LM)	Center/Edge
15	5.26	12.76	From Saylor Lane to Roundabout at Rte. 53 (Thomas Jefferson Pkwy)	7.5	Center
250	106.54	108.45	From Albemarle County Line to Rte. 600 (Paynes Mill Rd)	1.91	Center

State-Force and District-Wide Bridge Projects:

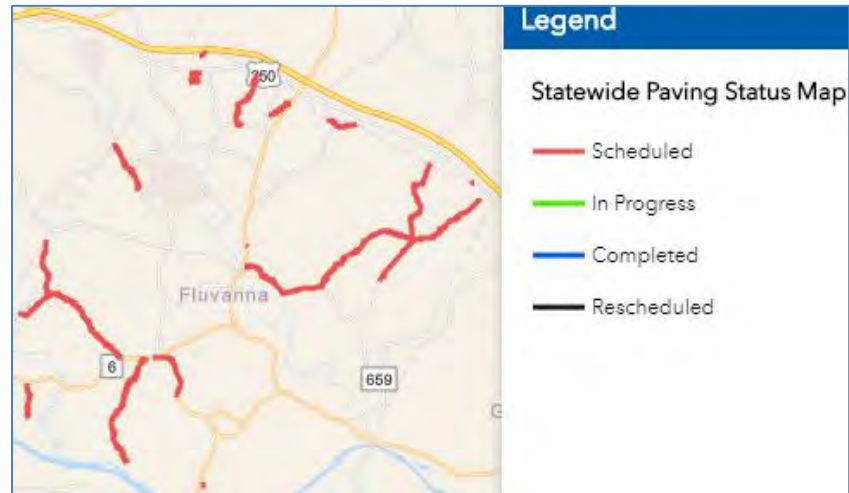
- District Wide Bridge Deck Cleaning and Washing (UPC 105980) ;
- District Wide Bridge Maintenance (UPC 105979);
- Route 623 over Venable Creek, Completed;
- Route 53, .5 miles S of Lake Monticello Rd - Emergency Pipe Replacement; Completed
- Route 616 Soil Nailing Slope Repair; Completed

Resurfacing Projects:

VDOT provided the County with a list of routes included in the 2019 resurfacing schedule. Customers can review routes to be resurfaced and their status through the following link:

<http://www.virginiadot.org/projects/culpeper/19culpeperdistrictpaving.asp>

Fluvanna County Resurfacing					
Plant Mix			Surface Treatment		
Schedule	Miles	Cost/Estimate	Schedule	Miles	Cost/Estimate
2017	6.76	\$1,093,000	2017	52.29	\$587,000
2018	6.38	\$1,015,000	2018	73.86	\$550,000
2019	4.94	\$863,675	2019	43.65	\$590,849



Traffic Engineering

Studies under Review:

- Route 250 speed study, from Route 631 to Route 15.

Completed Studies:

- Route 53 shoulder safety improvements (proximity 4800 block +/-); Curve warning signs to be installed
- Route 600/616 intersection: sight-distance and pavement marking improvements completed

County Safety and Operational Improvements:

- Route 250 at Route 631 (Troy Rd): grading to improve sight distance is completed
- Route 600 at Broken Island Rd: Request for safety improvements to improve visibility at the curve; Larger chevron signs and puppy track pavement markings have been installed
- Village of Palmyra Traffic Circle: County and VDOT staff plan to simulate EMS response prior to installing pavement markings;
- Route 53 at Route 660 (Cunningham): VDOT continues to evaluate this intersection for interim and long-term safety improvements
- Route 629/631 intersection review completed; VDOT is coordinating with property owners to perform minor grading to improve sight distance

Area Land Use

Fluvanna Plan/Plat Review - Received May-June 2019							
Project Name	Routes/Address	Submission Type	VDOT Contact	VDOT Received Date	Locality Due Date	VDOT Comment Date	Status
Carbon Core Final Site Plan revised	1021-Zion Station Road	Site Plan,	Mark Wood	5/9/2019	6/21/2019	5/17/2019	Review Complete - Acceptable
VEPCO-Centralized Water Treatment System	656-1038 Bremono Road, Bremono Bluff, VA 23022	Site Plan,	John Wilson	5/6/2019	6/20/2019	5/9/2019	Review Complete - Revision Required
Betty Nieding Family Subdivision	53-Thomas Jefferson Parkway	Preliminary Plat Review,	Mark Wood	5/31/2019	7/12/2019	6/11/2019	Review Complete - Acceptable
Better Living Building Supply stacking shed	1024-Better Living Drive	Site Plan,	Mark Wood	5/30/2019	7/12/2019	6/11/2019	Review Complete - Revision Required
Hilsinger Minor Subdivision	636-Nahor Manor Road	Final Plat Review,	Mark Wood	5/30/2019	7/12/2019	6/11/2019	Review Complete - Acceptable
Fork Union Fire Training Building	15/6-5725 James Madison Hwy	Preliminary Plan,	John Wilson	6/6/2019	7/22/2019	6/11/2019	Review Complete - Acceptable
Lane Self Storage	15-0.2 Miles south of 15/250 Intersection	Preliminary Plan,	John Wilson	6/6/2019	7/22/2019	6/11/2019	Review Complete - Acceptable
Central Virginia Electric Cooperative	644-1224 Salem Church Road	Preliminary Plan,	John Wilson	6/6/2019	7/22/2019	6/11/2019	Review Complete - Acceptable
MaryJane Cathers	15-16310 James Madison Hwy Palmyra Va	Preliminary Plan,	John Wilson	6/6/2019	7/22/2019	6/11/2019	Review Complete - Acceptable
Virginia Dept of Forestry Pole Shed	15-8800 James Madison Hwy	Site Plan,	Mark Wood	6/12/2019	7/26/2019		Review Underway
Donald and Darlene Rea plat	636-Nahor Manor Road	Final Plat Review,	Mark Wood	6/12/2019	7/26/2019	6/18/2019	Review Complete - Acceptable

- Colonial Circle Community Meeting @ Effort Baptist Church – April 28, 2019

Maintenance Activities

VDOT crews in Palmyra and Zion Crossroads Area HQ have responded to **654** Work Orders in FY19. Top activities have been tree removal and culvert work.

BOS Manual:

http://www.virginiadot.org/business/resources/local_assistance/BOSmanual.pdf

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