



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

November 6, 2019 at 4:00 pm

TAB AGENDA ITEMS

1 - CALL TO ORDER

2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

3 – ADOPTION OF AGENDA

CLOSED MEETING

4 – COUNTY ADMINISTRATOR'S REPORT

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 – PUBLIC HEARING

7 – ACTION MATTERS

- A TJPDC 2019 Legislative Program – David Blount, Director of Legislative Services
- B Contract For Security System – Cyndi Toler, Purchasing Officer
- C Closed Landfill Environmental Monitoring Programs – Cyndi Toler, Purchasing Officer
- D FY20 SCBA Funding Request – Mary Anna Twisdale, Director of Finance
- E FY20 Support 56 Water Rescue Truck Funding – Mary Anna Twisdale, Director of Finance
- F FY20 Fork Union Engine 20 Funding – Mary Anna Twisdale, Director of Finance
- G Weather and Emergency Closure Policy Update - October 2019 – Jessica Rice, Human Resources Manager

7A – APPOINTMENTS

- H Social Services Board – Caitlin Solis, Clerk to the Board

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

- I VDOT Quarterly Update—Alan Saunders, VDOT, Louisa Residency
- J Preparing for SMART SCALE Round 4: Schedule – Alan Saunders, VDOT, Louisa Residency
- K Children's Services Act Semi-Annual Report – Bryan Moeller, CSA Coordinator
- L Burn Building Update – Cyndi Toler, Purchasing Officer
- M Water Tower Logo Presentation – Eric Dahl, County Administrator

9 – CONSENT AGENDA

- N Minutes of October 2, 2019 Adjourned Meeting – Caitlin Solis, Clerk to the Board
- O Minutes of October 16, 2019 – Caitlin Solis, Clerk to the Board
- P CRMF - FCHS Turf Inspection and Leveling – Don Stribling, FCPS Executive Director
- Q CRMF - PW20-004 -E-911 UPS Battery Replacement – Dale Critzer, Assistant Director Public Works

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

- R CRMF - PW20-006 - Treasurers Office Concrete Floor Replacement – Dale Critzer, Assistant Director
Public Works
- S Department of Health Agreement – Cyndi Toler, Purchasing Officer
- T AG Dillard Change Order # 2 – Cyndi Toler, Purchasing Officer
- U Resolution 17-2019-11-06 – Holiday Lake 4-H Ed Center – Eric Dahl, County Administrator
- V Resolution 18-2019-11-06 – Route 15 Speed Study – Eric Dahl, County Administrator
- W FY20 LOVEworks Grant Motion – Bryan Rothamel, Economic Development Coordinator
- X HVAC Specialist Salary – Jessica Rice, Human Resources Manager
- Y Open Space Contract (Beuth & Ritter) – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- Z Open Space Contract (CTD Corp.) – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- A Open Space Contract (Ehrmann) – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- B Open Space Contract (Henry) – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- C Open Space Contract (Langevin) – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- D Open Space Contract (Pardee Virginia Timber 2 LLC) – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- E Open Space Contract (Proffitt) – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- F Open Space Contract (Rea) – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- G Open Space Contract (Schultz) – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- H Open Space Contract (Stanley) – Andrew M. Sheridan, Jr., Commissioner of the Revenue

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



 County Administrator Review

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PLEDGE OF ALLEGIANCE

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

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"

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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:	November 6, 2019				
AGENDA TITLE:	TJPDC 2019 Legislative Program				
MOTION(s):	I move to adopt the Draft Thomas Jefferson Planning District Legislative Program for 2020.				
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, County Administrator				
PRESENTER(S):	David Blount, TJPDC Legislative Liaison				
RECOMMENDATION:	Approval				
TIMING:	Routine				
DISCUSSION:					
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft 2019 Legislative Program, Legislative Program Proposed Changes				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



October 28, 2019

TO: Members, Fluvanna County Board of Supervisors
Fluvanna County Administrator

FROM: David C. Blount, Director of Legislative Services

RE: 2020 TJPDC Legislative Program Approval

Attached for your review and consideration are the draft 2020 TJPDC Legislative Program, as well as a one-page list highlighting proposed changes to the program. I will be seeking approval of it at your November 6 meeting. The draft program lists three top legislative priorities and three additional priority positions. The priority positions are contained in the draft program as follows:

- 1) State Budget and Funding Obligations
- 2) Public Education Funding
- 3) Broadband
- 4) Local Revenue Authority
- 5) Children's Services Act
- 6) Land Use and Growth Management

An accompanying "Legislative Positions" section contains recommendations, requests and positions in other areas of interest and concern to the region or to our individual localities.

A summary of the six priority positions will be produced and distributed later for you to use in communicating with your legislators.

I look forward to discussing the draft program at your November 6 meeting. Thank you.

Recommended Action: Approve the draft 2020 TJPDC Legislative Program.

TJPD Legislative Program

Highlights of proposed changes (for 2020)

TOP PRIORITIES:

STATE BUDGET—updated first paragraph with timely topics to be addressed in budget

PUBLIC EDUCATION FUNDING—updated numbers and added a statement about restoring previous cuts

BROADBAND—updated funding amounts; added language supporting local broadband authorities;
added language supporting use of railroad crossing easements

OTHER PRIORITY ITEMS:

LOCAL REVENUE AUTHORITY—deleted position on local sales taxes related to the Wayfair decision, which was accomplished; added position opposing changes to the existing tax assessment appeals process

CHILDREN’S SERVICES ACT—updated funding numbers and status of studies

LAND USE/GROWTH MANAGEMENT—revised language on proffers in light of 2019 legislation; added position supporting local tree preservation

LEGISLATIVE POSITIONS:

--ENVIRONMENTAL QUALITY: Added NEW STATEMENTS to the position on solar to support 1) local authority on small solar facilities; 2) easing of the property tax exemption for utility scale solar; and 3) changes in net metering. Also, added a NEW STATEMENT to the position on recycling to support improvements to recycling markets and provision of accurate reporting of recycling data.

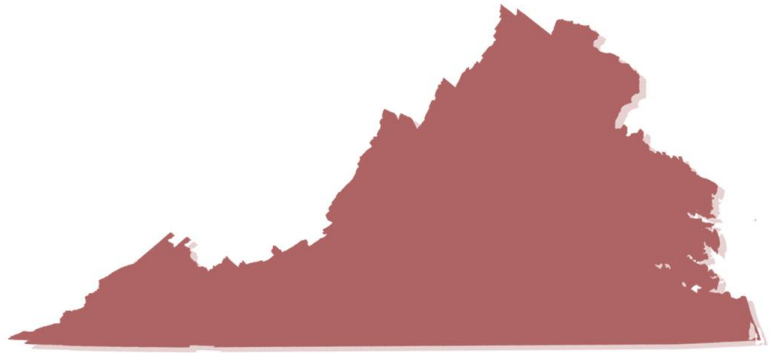
--GENERAL GOVERNMENT: Added NEW STATEMENTS to the position on Elections to 1) support state funding for new early voting requirements; and 2) address GIS use in determining county boundaries.

--HEALTH and HUMAN SERVICES: Updated language related to reduced CSB funding that is expected to be recovered from Medicaid expansion.

--HOUSING: Added a NEW STATEMENT under Affordable Housing to support greater state incentives for developers to provide affordable housing.

--PUBLIC SAFETY: Added NEW STATEMENTS to the position on Funding to 1) request full state funding for currently authorized positions for Commonwealth’s Attorney offices; 2) support fair transitioning to NG911; and 3) support state funding for alternative options for transporting mental health patients. Also, added a NEW POSITION on Volunteers to endorse having additional tools to support emergency services volunteers. Deleted a position on court issuance of restricted driver’s licenses, which has been accomplished.

--TRANSPORTATION: Deleted the position on Transit Capital Funding, as bond usage has been extended for several years.



Thomas Jefferson Planning District

2020 LEGISLATIVE PROGRAM

Albemarle County | City of Charlottesville
Fluvanna County | Greene County
Louisa County | Nelson County

DRAFT

October 2019

Dale Herring, Chair
Chip Boyles, Executive Director
David Blount, Director of Legislative Services

TOP LEGISLATIVE PRIORITIES

State Budget and Funding Obligations

PRIORITY: The Planning District localities urge the governor and legislature to enhance state aid to localities, and to not impose mandates on or shift costs for state programs to localities.

Several challenging factors have emerged as state policymakers are pledging to exercise caution in development of the next state biennial budget, including downward trending of several state revenue sources and increasing uncertainty over economic factors at the federal level. Also in the mix are 1) higher state K-12 education rebenchmarking costs that could be \$600 million or more; 2) more dollars needed for Medicaid, which makes up over 20% of state general fund spending and which has seen a 71% increase in expenditures the past 10 years; and 3) the desire by legislators and the Administration to set aside more money in cash reserves.

As the State develops revenue and spending priorities, we encourage them to support K-12 education, economic development, public safety, and other public goals. Localities continue to be the state's go-to service provider and we believe state investment in local service delivery must be enhanced, as many mandated programs have been level funded since 2009. State funding for others, such as for jail per diems and HB 599, are less than the 2009 amounts.

We take the following positions:

→We oppose unfunded state and federal mandates and the cost shifting that occurs when the State or the federal government fails to fund requirements or reduces or eliminates funding for programs. Doing so strains local ability to craft effective and efficient budgets to deliver services mandated by the State or federal government or demanded by residents.

→We urge the State to resist placing additional administrative burdens on local governments without sufficient resources or flexibility; otherwise, the quality of services delivered at the local level is jeopardized.

→We urge policymakers to preserve existing funding formulas rather than altering them in order to save the State money and/or to shift costs to localities.

→The State should not confiscate or redirect local general fund dollars to the state treasury.

Public Education Funding

PRIORITY: The Planning District localities urge the State to fully fund its share of the realistic costs of the Standards of Quality (SOQ) without making policy changes that reduce funding or shift funding responsibility to localities.

The State will spend just over \$6.5 billion on direct aid to public education in FY20. While we appreciate additional state teacher salary and other education dollars approved during the current biennium, we continue to believe that the State should significantly increase its commitment to K-12 education. While overall state funding has increased above FY09's low levels, per pupil funding amounts have not kept pace with inflation and state dollars do not reflect

the true costs of K-12 education. Local governments consistently go “above and beyond” to close this funding gap by appropriating twice as much K-12 funding as required by the state.

We believe localities need an adequately defined SOQ so that state funding better aligns with what school divisions are actually providing in their schools. This could include recognizing additional instructional positions and increasing state-funded staffing ratios for various non-instructional positions. We also believe the state should restore previous cuts made a decade ago in state K-12 education that reduced the state’s funding obligations to public education.

Broadband

PRIORITY: The Planning District localities urge and support state and federal efforts and financial incentives that assist localities and their communities in deploying universal, affordable access to broadband technology in unserved areas.

Access to broadband, or high-speed internet, is essential in the 21st century for economic growth, equity in access to public education, community growth, and consumer communications and information. Many communities, particularly those in unserved rural areas, need thoughtful, longer-term strategies to bridge the broadband gap. This may be an approach that utilizes both fiber and wireless technologies, private/public partnerships and regulated markets that provide a choice of service providers and competitive prices. Accordingly, we support the ability of localities to establish, operate and maintain sustainable broadband authorities to provide essential broadband to communities.

We believe state and federal support for broadband expansion should include the following:

→Additional state general fund dollars for localities/private sector providers to help extend service to areas presently unserved by any broadband provider. We appreciate state actions that have increased funding for the Virginia Telecommunication Initiative (VATI) to \$19 million in FY20, but believe additional, significant increases in investment are critical.

→Development of a statewide comprehensive plan for broadband and state support for local governments that are developing or implementing local or regional broadband plans.

→Provisions and incentives that would provide 1) for the use of existing electrical, road right-of-way, and railroad crossing easements for broadband infrastructure, and 2) a sales tax exemption for materials used to construct such infrastructure.

→Support for linking broadband efforts for education and public safety to private sector efforts to serve businesses and residences.

→Maintaining local land use, permitting, fee and other local authorities.

→Consideration of proposals that would subject broadband to stricter and more developed regulation as a public utility.

OTHER PRIORITY ITEMS

Local Revenue Authority

PRIORITY: The Planning District localities urge the governor and legislature to diversify the revenue options available to localities, to include equalizing the revenue-raising authority of counties with that of cities, and to not restrict local revenue-raising authority.

We believe the legislature should make additional revenue options available to diversify the local revenue stream, which could reduce dependency on real property taxes, rather than removing or restricting local revenue authorities. One way to do this is to eliminate the differences between city and county taxing authority, which exist due to now less-prevalent distinctions in services provided. This would mean removing the restrictions that currently apply to county authority to levy the meals, lodging, cigarette and amusement taxes.

Equalizing revenue authority for counties with that of cities also should be included as part of a needed modernization of the state's tax system to comport with the realities of a global, information-driven economy, which will rely less on governmental spending and more on new, private sector business models. We also believe any tax reform efforts should examine the financing and delivering of state services at the local level.

We take the following positions:

- The State should refrain from establishing local tax policy at the state level and allow local governments to determine the equity of local taxation policy.
- The State should not expect local governments to pay for new funding requirements or the expansion of existing ones on locally-delivered services, without a commensurate increase in state financial assistance or new local revenue authority (see above).
- The State should not alter or eliminate the BPOL and Machinery and Tools taxes.
- The State should not alter the existing tax assessment appeal process.
- The State should refrain from diverting Communications Sales and Use Tax Trust Fund dollars for general fund purposes. Revenues coming back to localities from the Fund have been declining for years, primarily because the tax does not reflect modern technology patterns of consumption; we support updating the tax to reflect these new patterns.

Children's Services Act

PRIORITY: The Planning District localities urge the State to be partners in containing Children's Services Act (CSA) costs and to better balance CSA responsibilities between the State and local governments. The State should resist attempts to shift costs of serving children through CSA to localities and schools.

Since the inception of CSA in the early 1990's, there has been pressure to hold down costs, to cap state costs for serving mandated children, to increase local match levels and to make the program more uniform by attempting to control how localities run their programs.

CSA pool expenditures totaled nearly \$400 million in FY18, which is up more than \$75 million the past five years (the fifth year in a row in which costs have increased). Increased costs continue to largely be attributable to private special education day placements, which remain under review by the State. A study of special education, including the process by which private day placements are made through CSA, is expected to be done next year.

Localities are concerned about previous proposals that would move some CSA funding to the Department of Education, with any resulting shortfalls in funding for services becoming the responsibility of localities (rather than the current process where localities request supplemental state funding). Such a scenario could limit services and funding that are necessary for students who may need more intensive services at any time.

Accordingly, we support 1) local ability to use state funds to pay for mandated services provided directly by the locality, specifically for private day placements, where the same services could be offered in schools; and 2) maintaining cost shares on a sum sufficient basis by both the State and local governments. Changing the funding mechanism to a per-pupil basis of state funding would shift the sum sufficient portion fully to localities, which we would oppose.

We also support the following:

- Enhanced state funding for local CSA administrative costs;
- A cap on local expenditures (with the State making up any gaps) in order to combat higher costs for serving mandated children; and
- The State being proactive in making residential facilities, services and service providers available, especially in rural areas, and in supporting locality efforts to provide facilities and services on a regional level.

Land Use and Growth Management

PRIORITY: The Planning District localities encourage the State to resist preempting or circumventing existing land use authorities, and to provide additional tools to plan and manage growth, including broader impact fee authority.

Over the years, the General Assembly has enacted both mandated and optional land use provisions. Some have been helpful, while others have prescribed one-size-fits-all rules that hamper different local approaches to land use planning. Accordingly, we support local authority to plan and regulate land use, and we oppose legislation that weakens these key local responsibilities. This would include recent efforts to 1) restrict local oversight of the placement of various telecommunications infrastructure, and 2) single out specific land uses for special treatment without regard to the impact of such uses in particular locations.

We also believe the General Assembly should provide localities with necessary tools to meet important infrastructure needs, as current land use authority often is inadequate to allow local governments to provide for balanced growth in ways that protect and improve quality of life. This would include more workable impact fee authority for facilities other than roads, authority that should provide for calculating the cost of all public infrastructure, including local transportation and school construction needs caused by growth. On a related note, we appreciate legislative changes made in 2019 to the proffer law, which softened the strict limitations that had been enacted just three years earlier. We continue to support changes to provisions that limit the scope of impacts that may be addressed by proffers.

We support ongoing state and local efforts to coordinate land use and transportation planning, and urge state and local officials to be mindful of various local and regional plans when conducting corridor or transportation planning within a locality or region.

Concerning land preservation, we request state funding and incentives for localities, at their option, to acquire, preserve and maintain open space. We also support greater flexibility for localities in the preservation and management of trees.

LEGISLATIVE POSITIONS

Economic and Workforce Development

The Planning District's member localities recognize economic development and workforce training as essential to the continued viability of the Commonwealth. We support policies and additional state funding that closely link the goals of economic and workforce development and the state's efforts to streamline and integrate workforce activities and revenue sources. We encourage enhanced coordination with the K-12 education community to equip the workforce with in-demand skill sets, so as to align workforce supply with anticipated employer demands. We also support continuing emphasis on regional cooperation in economic, workforce and tourism development.

Economic Development:

- We support continuation of the *GO Virginia* initiative to grow and diversify the private sector in each region, with ongoing state financial backing, technical support and other incentives to support collaboration by business, governments, educational institutions and communities that spur economic development, job creation and career readiness.

Workforce Development:

- We support state job investment and small business grants being targeted to businesses that pay higher wages.

Planning District Commissions:

- We support increased state funding for regional planning district commissions.
- We encourage opportunities for planning districts to collaborate with state officials and state agencies on regional programs and projects.

Agricultural Products and Enterprises:

We encourage state and local governments to work together and with other entities to identify, to provide incentives for, and to promote local, regional and state agricultural products and rural enterprises, and to encourage opportunities for such products and enterprises through a balanced approach.

Education

The Planning District's member localities believe that the state should be a reliable funding partner with localities by recognizing the operational, personnel, and capital resources necessary for a high-quality public education system (see priority position on *Public Education Funding*).

School Division Finances:

- We believe that unfunded liability associated with the teacher retirement plan should be a shared responsibility of state and local government, with the Virginia Department of Education paying its share of retirement costs directly to the Virginia Retirement System in order to facilitate such sharing.
- The State should not eliminate or decrease funding for school employee benefits.
- We support legislation that 1) establishes a mechanism for local appeal to the State of the calculated Local Composite Index (LCI); and 2) amends the LCI formula to recognize the land use taxation value, rather than the true value, of real property.

Literary Fund:

- The State should discontinue seizing dollars from the Literary Fund to help pay for teacher retirement.
- We urge state financial assistance with school construction and renovation needs.

Safety and Security at Schools:

- We support funding (both capital and operational) to improve security at local schools, to include incentive funding or reimbursement for localities and school divisions hiring school resource or security officers.

Environmental Quality

The Planning District's member localities believe that environmental quality should be funded and promoted through a comprehensive approach, and address air and water quality, solid waste management, land conservation, climate change and land use policies. We support protection and enhancement of the environment and recognize the need to achieve a proper balance between environmental regulation and the socio-economic health of our communities within the constraints of available revenues. Such an approach requires regional cooperation due to the inter-jurisdictional nature of many environmental resources, and adequate state funding to support local and regional efforts.

Chesapeake Bay Preservation Act:

- We oppose legislation mandating expansion of the Chesapeake Bay Preservation Act's coverage area. Instead, we urge the State to 1) provide legal, financial and technical support to localities that wish to comply with any of the Act's provisions; 2) allow localities to use other practices to improve water quality; and 3) provide funding for other strategies that address point and non-point source pollution.

Biosolids:

- We support the option for localities, as a part of their zoning ordinances, to designate and/or reasonably restrict the land application of biosolids to specific areas within the locality, based on criteria designed to further protect the public safety and welfare of citizens.

Alternate On-Site Sewage Systems:

- We support legislative and regulatory action to 1) ensure operation and maintenance of alternative on-site sewage systems in ways that protect public health and the environment; and 2) increase options for localities to secure owner abatement or correction of system deficiencies.

Dam Safety:

- We support dam safety regulations that do not impose unreasonable costs on dam owners whose structures meet current safety standards.

Water Supply:

- The State should be a partner with localities in water supply development and should work with and assist localities in addressing water supply issues, to include investing in regional projects.

Program Administration:

- The State should not impose a fee, tax or surcharge on water, sewer, solid waste or other local services to pay for state environmental programs.

Solar:

- We support the creation of stronger markets for distributed solar.
- We support authority for local governments to install small solar facilities on government-owned property and use the electricity for schools or other government-owned buildings located nearby.
- We support action to move up the sunset date for property tax exemptions for solar energy projects, or that a reasonable compromise be reached.
- We support eliminating or relaxing the net metering limit of one percent on the total amount of solar that can be net metered in a utility territory.

Recycling:

- We support state incentives to improve recycling markets and provisions that provide for accurate reporting of recycling data.
- We support local authority to develop incentives to decrease the distribution, sale or offer of disposable plastic bags.

General Government

The Planning District's member localities believe that since so many governmental actions take place at the local level, a strong local government system is essential. Local governments must have the freedom, flexibility and tools to carry out their responsibilities.

Internet-based Businesses and Services:

- We oppose legislation that would single out internet-based businesses and services for special treatment or exceptions. Rather, the State should support local authority concerning collection and auditing of taxes, licensing and regulation. There should be a level playing field for competition among businesses offering goods and services to ensure safety, reliability and fair access to such offerings by consumers and the general public.

Local Government Operations:

- We oppose intrusive legislation involving purchasing procedures; local government authority to establish hours of work, salaries and working conditions for local employees; matters that can be adopted by resolution or ordinance; procedures for adopting ordinances; and procedures for conducting public meetings.
- We support allowing localities to use alternatives to newspapers for publishing various legal advertisements and public notices.
- We oppose attempts to reduce sovereign immunity protections for localities and their employees, to include regional jail officers.

State-Supported Positions:

- Localities should have maximum flexibility in providing compensation increases for state-supported local employees (including school personnel), as local governments provide significant local dollars and additional personnel beyond those funded by the State.

Elections:

- We urge funding to address shortfalls in elections administration dollars, as elections administration has become more complex and federal and state financial support for elections has been decreasing. Specifically, we request that the State adequately fund costs associated with new early voting requirements taking effect with the November, 2020 elections.

- We support legislation that allows localities to address concerns and discrepancies regarding voting district boundary lines, including to allow use of a GIS map as a representation of recorded/surveyed parcel lines to determine a county boundary.

Freedom of Information Act (FOIA):

- We request that any changes to FOIA preserve 1) a local governing body's ability to meet in closed session; 2) the list of records currently exempt from disclosure; and 3) provisions concerning creation of customized records.
- We support changes to allow local and regional public bodies to conduct electronic meetings as now permitted for state public bodies.

Quality of Life Issues:

- We oppose changes to state law that further weaken a locality's ability to regulate noise or the discharge of firearms.
- We support expanding local authority to regulate smoking in public places.

Libraries: We support enhanced state funding for local and regional libraries.

Health and Human Services

The Planning District's member localities recognize that special attention must be given to developing circumstances under which people, especially the disabled, the poor, the young and the elderly, can achieve their full potential. Transparent state policies and funding for at-risk individuals and families to access appropriate services are critical. The delivery of such services must be a collaborative effort by federal, state and local agencies.

Funding:

- We support full state funding for the local costs associated with Medicaid expansion, including local eligibility workers and case managers. We oppose any shifting of Medicaid matching requirements from the State to localities, as well as changes in state funding or policies that increase the local share of costs for human services.
- The State should provide sufficient funding to allow Community Services Boards (CSBs) to meet the challenges of providing a community-based system of care. This includes restoration of funding reduced in the current biennium when health care was expanded through Medicaid. Future reductions should be reviewed to ensure that the State's goal of providing more services at the community level can be achieved without shifting costs to localities.
- We support increased investment in the ID waiver program for adults and young people and Medicaid reimbursement for children's dental services.
- We support sufficient state funding assistance for older residents, to include companion and in-home services, home-delivered meals and transportation.

Social Services:

- We support the provision of sufficient state funding to match federal dollars for the administration of mandated services within the Department of Social Services, and to meet the staffing standards for local departments to provide services as stipulated in state law.
- We support changes to the Code to provide that a judicial finding be controlling of administrative findings in alleged child abuse and neglect cases.

Prevention:

- We support continued operation and enhancement of early intervention and prevention programs. This includes the Virginia Preschool Initiative and Part C of the Individuals with Disabilities Education Act (infants and toddlers).

Housing

The Planning District's member localities believe that every citizen should have an opportunity to afford decent, safe and sanitary housing. The State and localities should work to expand and preserve the supply and improve the quality of affordable housing for the elderly, disabled, and low- and moderate-income households. Regional planning and solutions should be implemented whenever possible.

Affordable Housing:

- We support the following: 1) local flexibility in the operation of affordable housing programs and establishment of affordable dwelling unit ordinances; 2) creation of a state housing trust fund; 3) grants and loans to low- or moderate-income persons to aid in purchasing dwellings; 4) greater state tax and other incentives for developers to provide additional affordable housing; and 5) the provision of other funding to encourage affordable housing initiatives.

Homelessness:

- We support measures to prevent homelessness and to assist the chronic homeless.

Historic Structures:

- We support incentives that encourage rehabilitation and preservation of historic structures.
-

Public Safety

The Planning District's member localities encourage state financial support, cooperation and assistance for local law enforcement (and state police), emergency medical care, criminal justice activities and fire services responsibilities carried out locally.

Funding:

- We urge the State to make Compensation Board funding a top priority, fully funding local positions that fall under its purview. It should not increase the local share of funding for Constitutional offices or divert money away from them, but increase dollars needed for their operation. Specifically, we urge the State to fully fund currently-authorized positions for Commonwealth's Attorney offices 1) to allow these offices to fully comply with new discovery rules being promulgated by the Virginia Supreme Court; and 2) to be able to effectively incorporate and manage new sources of evidence resulting from new technology, including body worn camera video.
- We urge state funding of the HB 599 law enforcement program in accordance with *Code of Virginia* provisions.
- We support Virginia's transition to Next Generation 911 (NG 911) in way that does not unfairly burden localities.
- The State should increase funding to the Virginia Juvenile Community Crime Control Act program, which has greatly reduced the number of juvenile justice commitments over the past decade.
- We support funding for mental health and substance abuse services at juvenile detention centers.
- We support state funding for alternative transportation options to help individuals in crisis get to evaluation services and treatment, rather than relying on local law enforcement for extended transportation and custody responsibility.

Body Worn Cameras:

- We support the ability of local governments to adopt policies regarding law enforcement body worn cameras that account for local needs and fiscal realities.

Jails:

- As the state prisoner reimbursement rate is insufficient to cover actual costs, jail per diem funding should be increased to levels that better represent the costs of housing inmates, and be regularly adjusted for inflation. The State should fund four quarters of payments per year in the budget, and pay for the medical costs and any necessary mental health assessments costs for inmates.
- The State should not shift costs to localities by altering the definition of state-responsible prisoner.
- The State should continue to allow exemptions from the federal prisoner offset.

Offender Programs and Services:

- We support continued state funding of the drug court program and the Offender Reentry and Transition Services (ORTS), Community Corrections and Pretrial Services Acts.
- We support continued state endorsement of the role and authority of pretrial services offices.

Volunteers:

We support initiatives and authority that enable localities to better support local volunteer firefighting and emergency service organizations.

Transportation Funding and Devolution

The Planning District's member localities recognize that revenues for expanding and maintaining all modes of infrastructure are critical for meeting Virginia's well-documented transportation challenges and for keeping pace with growing public needs and expectations. We believe the state should enhance funding for local and regional transportation needs, including the Revenue Sharing Program with localities. We also remain opposed to attempts to transfer responsibility to counties for construction, maintenance or operation of current or new secondary roads.

Smart Scale:

- As the State continues to implement the prioritization process established by HB 2 (2014), known as "Smart Scale," and the distribution formula for highway construction projects established by HB 1887 (2015), there should be increased funding, and local authority to generate transportation dollars, for important local and regional projects across modes.

Devolution:

- We believe that efficient and effective transportation infrastructure, including the secondary road system, is critical to a healthy economy, job creation, a cleaner environment and public safety. Accordingly, we oppose shifting the responsibility for secondary roads to local entities, which could result in vast differences among existing road systems in different localities, potentially placing the state at a competitive economic disadvantage with other states when considering business and job recruitment, and movement of goods.

Local and Regional Authority:

- We support additional authority to establish mechanisms for funding transit in our region.
- We support VDOT utilizing Metropolitan Planning Organizations and regional rural transportation staff to carry out local transportation studies.

Water Quality

The Planning District's member localities support the goal of improved water quality, but as we face ongoing costs for remedies, including stormwater management and to address revised water quality criteria, we believe major and reliable forms of financial and technical assistance from the federal and state governments is necessary if comprehensive improvement strategies are to be effective.

Funding:

- We urge aggressive state investment in meeting required milestones for reducing Chesapeake Bay pollution to acceptable levels.
- We believe these investments include authority, funding and other resources to achieve success, and must ensure that cost/benefit analyses are conducted of solutions that generate the greatest pollution reductions per dollar spent.
- We support dollars being targeted to stormwater management; for permitted dischargers to upgrade treatment plants and for any retrofitting of developed areas; and to aid farmers with best management practices through the cost share program.

Stormwater Management:

- We request that any stormwater requirements be balanced and flexible, and that adequate funding and training be available for the State and local governments to meet ongoing costs associated with local stormwater programs.
- We support increased and ongoing investment in the Stormwater Local Assistance Fund to assist localities with much-needed stormwater projects and in response to any new regulatory requirements.
- We oppose proposals that would result in new or expanded mandates or requirements (including elimination of current "opt-out" provisions), or financial burdens on local governments.
- We oppose further amendments to the regulation of stormwater which would require a locality to waive stormwater charges.

Nutrient Allocations:

- We oppose efforts that would require re-justification of nutrient allocations for existing wastewater treatment facilities in our region or that would reduce or eliminate nutrient allocation or related treatment capacity serving the region.

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB B

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	CONTRACT FOR VIDEO SYSTEM UPGRADES AT THE CIRCUIT COURT BUILDING				
MOTION(s):	I move the Board of Supervisors approve the contract between County of Fluvanna and EC&M Integrated Solutions, for Video System Upgrades totaling \$53,500 and further authorize the County Administrator to execute the agreement subject to the County Attorney approval as to form				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> ➤ The current surveillance system has mostly analog cameras and connections that do not maintain recording after power outages, and have poor video quality when functioning. ➤ A CIP was approved for FY20 in the amount of \$75,640 to include the upgrades to the security system as well as setup for the ability to do fingerprinting at the courthouse. ➤ The Sheriff's office received new security system in 2017. ➤ These upgrades to the system at the court house will directly link the 2 systems giving the Sheriff's office the ability to monitor the security at both locations in one system. 				
FISCAL IMPACT:	➤ Reduce available CIP funding \$75,640 to \$22,140				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	• CONTRACT FOR VIDEO SYSTEM UPGRADES AT THE CIRCUIT COURT BUILDING				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		X- Sheriff

**COUNTY OF FLUVANNA, VIRGINIA
CONTRACT FOR VIDEO SYSTEM UPGRADES AT THE CIRCUIT COURT
BUILDING**

This **Contract for Video System Upgrades at the Circuit Court Building** (collectively with all exhibits hereto, the “**Contract**”), is made this 18th day of October, 2019 between the County of Fluvanna, a political subdivision of the Commonwealth of Virginia, and the Fluvanna County Sheriff’s Office (collectively the “**County**”); and Electrical, Controls and Maintenance, Inc., a Virginia corporation doing business as EC&M Integrated Solutions (“**Contractor**”).

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

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

Exhibit 1 – the Contractor’s Proposal dated October 2, 2019 (the “Proposal”); and

Exhibit 2 – Confidentiality and Non-Disclosure Agreement (the “NDA”); and

Exhibit 3 – The County of Fluvanna’s General Terms, Conditions and Instructions to Bidders and Contractors (the “General Terms”).

The following are incorporated herein by reference as material parts of this Contract:

UCPJMU4668 – Commonwealth of Virginia Standard Contract No. UCPJMU4668 with Contractor for Video Surveillance Installation Services and Equipment dated July 28, 2016, including all attachments, exhibits and documents made a part thereof or attached thereto, and those Contract Renewal Letters dated June 26, 2017, June 14, 2018, and May 22, 2019 (hereinafter referred to as “Contract 4668”); and

UCPJMU4671 – Commonwealth of Virginia Standard Contract No. UCPJMU4671 with Contractor for Intrusion Equipment & Installation Services and Equipment dated July 28, 2016, including all attachments, exhibits and documents made a part thereof or attached thereto, and those Contract Renewal Letters dated June 26, 2017, June 14, 2018, and May 22, 2019 (hereinafter referred to as “Contract 4671”); and

The Contractor affirms, ratifies, adopts, approves, certifies, agrees and consents to, as applicable, the documents making up its Proposal, Contract 4668 and Contract 4671. Contract 4668 and Contract 4671 (hereinafter collectively referred to as the “Cooperative Contracts”) are cooperative contracts which allow the County to purchase certain goods and services. As set forth in this Contract, the County is purchasing the Equipment and Services (both as defined below) under the Cooperative Contracts; and all Equipment, Services and work related thereto of the Contractors must be consistent in all respects with all requirements and terms of the Cooperative Contracts, this Proposal, the NDA, and the County’s General Terms. Notwithstanding the foregoing, the Contractor agrees and acknowledges that its pricing and costs must be consistent

COUNTY OF FLUVANNA, VIRGINIA
CONTRACT FOR VIDEO SYSTEM UPGRADES AT THE CIRCUIT COURT
BUILDING

with or lower than the Cooperative Agreements; and the Contractor represents and warrants that the pricing and costs in its Proposal are consistent with or lower than the pricing and costs in the Cooperative Contracts. The Contractor shall provide to the County for all the Equipment and Services any and all warranties provided for under the Cooperative Agreements together with all manufacturer warranties and any other warranties required hereunder. Each warranty shall apply to the fullest extent possible under applicable law and shall be coextensive, and no warranty shall be read as a limit on any.

II. SCOPE OF SERVICES: The Contractor shall provide all equipment, products, items, installation, labor, supervision, training, maintenance, support, warranties, tools, services and materials to complete the Project (as defined below) which shall include, but is not limited to,: (i) delivering to the County all the equipment and products listed in the Proposal (by part number) as described in the Proposal together with any warranties of the manufacturer and any warranties provided under this Contract (or required under the Cooperative Contracts), instruction manuals and related documentation (collectively the “Equipment”); (ii) installation of the Equipment, materials, cables, miscellaneous items and related/required materials at the locations so designated in the Proposal or if not specifically identified in the Proposal as directed by the County; (iii) configuration of the Equipment with other existing County equipment and systems such that the Equipment will be fully integrated and functional with the existing systems of the County; (iv) setup, instruction, and training on the new Equipment for the County staff as needed by the County in its sole discretion; (v) management of the installation of the Equipment and related Services; and (vi) any and all other work, materials or services required or reasonably necessary for the completion of the services described herein and the proper installation of the Equipment and materials (collectively the services described above are referred to herein as the “Services”). The Equipment and Services described herein are referred to as the “Project”. All Equipment and Services on the Project must meet or exceed all requirements and provisions of this Contract, the Proposal, the Cooperative Contracts, the NDA, and the General Terms. All the Equipment being a part of the County’s system is owned by the County and any and all manufacturer’s warranties shall be assigned to or otherwise granted to the County.

The work on the Project must be furnished by Contractor in a good and workmanlike manner using the highest quality new materials and so as to pass without exception in the industry. The Contractor must comply with all the provisions and requirements of the Cooperative Contracts in completing the Project.

III. COMPENSATION:

In accordance with the Proposal, the Contractor shall be paid a total of FIFTY-THREE THOUSAND FIVE-HUNDRED AND NO/100 DOLLARS (\$53,500.00) for all of the Equipment and Services and work on the Project in accordance with the Proposal after the completion of the all of the work on the Project to the sole satisfaction of the County. Such payment shall be made

COUNTY OF FLUVANNA, VIRGINIA
CONTRACT FOR VIDEO SYSTEM UPGRADES AT THE CIRCUIT COURT
BUILDING

in accordance with Section 47 "Payment" of the General Terms, and in no event, shall Contractor be paid prior to the Completion Date of the Project, as defined below in Section V. Payment shall be made within 45 days of the Completion Date.

If any existing equipment is not in good working order and the Contractor believes it must be replaced, then the Contractor shall so notify the County in writing. The Contractor agrees to replace any such equipment if directed by the County in a written amendment hereto on the same pricing terms as required under the Cooperative Contracts (being those hourly rates set forth therein, and at MSRP less a 25% discount for equipment).

IV. OTHER CONTRACT TERMS: The General Terms are specifically incorporated herein by reference as a material part of this Contract. Whenever possible this Contract and all exhibits hereto and the Cooperative Contracts shall be read together. In the event of a direct conflict, the following shall be the order of preference: (i) this Contract; (ii) the Cooperative Contracts, (iii) Exhibit 1; (iv) Exhibit 2; and (v) the County's General Terms. With (i) controlling over (ii), (iii), (iv) and (v); and (ii) controlling over (iii), (iv) and (v); and so forth.

V. PERIOD OF PERFORMANCE: All Equipment and Services and work on the Project is to be installed, operational and in compliance with this Contract, the Proposal and the General Terms to the sole satisfaction of the County within ⁹⁰ days after execution of this Contract by the County. The date that all work on the Project is installed, operational and in full compliance with this Contract, the General Terms and the Proposal to the sole satisfaction of the County is the "**Completion Date**".

VI. MISCELLANEOUS. The headings of the sections of this Contract are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This contract may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Contract. This Contract may be executed in duplicate originals, any of which shall be equally authentic. In addition to allowing electronic signatures upon an electronic copy of this Contract, as provided by Virginia law, facsimile signatures upon any signature page will be original signatures. This Contract, together with exhibits hereto, contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Contract. The legal address for the County and for the Contractor and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

County:
 Fluvanna County

**COUNTY OF FLUVANNA, VIRGINIA
CONTRACT FOR VIDEO SYSTEM UPGRADES AT THE CIRCUIT COURT
BUILDING**

ATTN: Cyndi Toler, Purchasing Officer
P.O. Box 540
Palmyra, VA 22963
Telephone (434) 591-1937
FAX (434) 591-1911

With a copy to:

Mr. Frederick W. Payne, Fluvanna County Attorney
414 East Jefferson Street
Charlottesville, VA 22902; and

Contractor:

EC&M Integrated Solutions
C/O: Joseph D. Huff Jr., Vice President
5527 Mechanicsville Turnpike
Mechanicsville, VA 23111
Mobile: (804) 640-7120
Work: (804) 741-2280

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.

[SIGNATURE PAGE TO FOLLOW.]

**COUNTY OF FLUVANNA, VIRGINIA
CONTRACT FOR VIDEO SYSTEM UPGRADES AT THE CIRCUIT COURT
BUILDING**

Witness the following duly authorized signatures and seals:

Electrical, Controls and Maintenance, Inc.
a Virginia corporation,
d/b/a EC&M Integrated Solutions

Fluvanna County,
a political subdivision of the
Commonwealth of Virginia

BY: Joseph D Huff Jr Digitally signed by Joseph D Huff Jr
DN: cn=Joseph D Huff Jr, o=EC&M Integrated Solutions, ou=Vice President,
email=jdhuff@ecm.com, c=US
Date: 2019.10.18 15:12:48 -0400

BY: _____

Print Name: Joseph D Huff Jr

Print Name: _____

Title: Vice President

Title: _____

Date: 10/18/2019

Date: _____

Approved as to Form:

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

Price to replace the existing Video Management System with Avigilon

Materials from Above	\$39,233.25
Misc Installation Materials and cable	\$ 2,466.25
Install Labor	\$11,160.00
<i>180 Hours @ \$62.00</i>	
Project Management	\$ 640.00
<i>8 Hours @ \$80.00</i>	

Total **\$53,500.00**

Exclusions:

- Existing cabling will be reused and is assumed to be in good working order
- Existing Switches will be reused and are assumed to be in good working order.
- Avigilon Software will be installed in locations to be determined by Fluvanna County.
- Free and clear access to space, EC&M will work around the Court schedule to replace the cameras in sensitive areas. Excessive wait time will be invoiced separately
- Any equipment determined to not be in good working order will be replaced at additional cost

EC&M remains committed to working hard to earn your business and look forward to continuing our mutually beneficial business relationship with Fluvanna County.

If you have any questions or require additional information, please contact me at (804) 640-7120

Sincerely,

Joseph D Huff Jr
Vice President
EC&M Integrated Solutions
804-640-7120

Exhibit 2
BUSINESS ASSOCIATE, CONFIDENTIALITY AND NON-DISCLOSURE
AGREEMENT

This BUSINESS ASSOCIATE, CONFIDENTIALITY AND NON-DISCLOSURE Agreement (the “Agreement”) is entered into by and between _____ (hereinafter the “Business Associate”), and **FLUVANNA COUNTY**, a political subdivision of the Commonwealth of Virginia, (hereinafter the “County”) effective as of the date of the _____ (the “Contract”) between the County and the Business Associate to which this Agreement is attached.

Any capitalized terms shall have the same meaning as in the Contract, unless otherwise defined in this Agreement. For valuable consideration, the parties agree as follows:

I. GENERAL PROVISIONS

- A. Purpose.** Business Associate has been retained by the County to perform certain activities, or services (collectively, “Services”) as described in the Contract. This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) and Confidential Information (as defined below) that the Business Associate may affect, view, access, move, transmit, create, receive, or use in connection with the Services to be provided by Business Associate to the County, consistent with the standards set forth in this Agreement and the regulations and administrative guidance with respect to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), including as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”). This Agreement is intended to protect the County and its PHI and Confidential Information and the Agreement is a material term to the County’s acceptance of and desire to enter into the Contract. **Any notification to the County hereunder to be made shall be directed to the County of Fluvanna, Attention Eric Dahl, 132 Main Street, Palmyra, VA 22963 with a copy to the County Attorney, Frederick W. Payne, 414 East Jefferson Street, Charlottesville, VA 22902.**
- B. Effective Date.** The provisions of this Agreement shall take effect on the date the Contract takes effect and shall continue in full force and effect for the Term of the Contract, including any and all renewals or extensions thereof or until the Business Associate has returned all PHI and Confidential Information as defined herein, whichever is later.
- C. Definitions.** Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Privacy and Security Rules. Other defined terms include:

1. “Breach” shall have the meaning given such term in 45 C.F.R. §164.402.
2. “Confidential Information” shall include any and all employee information, personal information, social security numbers, data, materials, products, technology, computer programs, specifications, manuals, business plans, software, records, information, videos, electronic recordings of any kind, case information, marketing plans, financial information, statistical information, trade secrets, technical or test data, scientific data, graphic communication, “know-how”, drawings, in any format whatsoever, including, but not limited to electronic documentation or files of any kind, and other information disclosed or submitted, orally, in writing, or by any other media of the County; and shall also include, but is not limited to, PHI as defined below.
3. “Designated Record Set” shall have the meaning given such term in 45 C.F.R. §164.501.
4. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
5. “Individual” shall have the same meaning given such term under 45 C.F.R. §160.103, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
6. “Privacy Rules” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E.
7. “Protected Health Information” (or “PHI”) shall have the meaning given to such term in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of County.
8. “Required By Law” shall include any requirements or protections under applicable federal, state, local or other law, regulation or ordinance and shall include, but not be limited to, 45 C.F.R. §164.103.
9. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“HHS”) or his designee.
10. “Security Incident” shall have the same meaning given to such term in 45 C.F.R. §164.304.
11. “Security Rules” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, subpart C.
12. “Unsecured Protected Health Information” shall have the same meaning given to such term in 45 CFR §164.402.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. **Scope of Use and Disclosure of Protected Health Information.** Business Associate agrees to not use or further disclose PHI and Confidential Information other than as permitted or required by this Agreement or as Required By Law. Business Associate understands and agrees that the PHI and Confidential Information includes sensitive and personal data maintained by the Sheriff and/or the County and that its disclosure

could cause irreparable damage to the County and potentially to on-going investigations and cases related to the Sheriff. This Agreement is being entered into so as to protect the disclosure and confidentiality of all PHI and Confidential Information and is material to the award of the Contract to the Business Associate. Business Associate shall be responsible under the Contract for the Services as described in the Contract.

- B. Safeguards Against Misuse of Information.** Business Associate agrees to use appropriate safeguards to prevent any and all use or disclosure of the PHI and Confidential Information. Business Associate agrees that its access to and use of any PHI or Confidential Information shall be limited to access and use of such information only as necessary and required under the Contract. Furthermore, Business Associate will implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by the Security Rules. To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.
- C. Duty to Mitigate.** Business Associate agrees to cure or mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI or Confidential Information by Business Associate or its agents or subcontractors in violation of the requirements of this Agreement.
- D. Reporting of Violations.** Business Associate agrees to notify the County, in writing, of any use or disclosure of the PHI and Confidential Information, any Security Incident, and any Breach of County's Unsecured Protected Health Information. This notification will be made as soon as possible, but no more than within one (1) day after the discovery of the use, disclosure, Security Incident, or Breach. In the event of a Breach, if a delay is requested by law enforcement under 45 CFR §164.412, Business Associate may delay notifying the County for the applicable timeframe. This notification will include, to the extent possible, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired used or disclosed during the Breach. Business Associate will also provide the County with any other available information that the County is required to include in its notification to the individual under 45 CFR §164.404(c) at the time of the initial notification or promptly thereafter as the information becomes available.
- E. Use or Disclosure to Subcontractors.** Business Associate shall not use subcontractors. To the extent that Business Associate does use subcontractors, Business Associate shall ensure that any subcontractor or agent to whom it provides PHI or Confidential Information agrees to be bound under this Agreement and shall be liable to the County for the subcontractors compliance with this Agreement.

- F. Access, Amendment, and Accounting Responsibilities.** Business Associate shall not keep or retain, in any format, any PHI or Confidential Information.
- G. Electronic Data Interchange.** Solely in the event that Business Associate transmits or receives any Transactions (including, but not limited to, as that term is defined in 45 C.F.R. §160.103) on behalf of County, Business Associate shall comply with any applicable provisions of the Electronic Data Interchange Requirement (as set forth in 45 C.F.R. parts 160 and 162) and shall ensure that any subcontractors or agents that assist Business Associate in conducting Transactions on behalf of County agree in writing to comply with the Electronic Data Interchange Requirements.
- H. Availability of Books and Records.** For purposes of the Secretary determining the County's compliance with the Privacy Rules, Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the County available (i) to the County in a mutually agreeable time and manner, or (ii) to the Secretary in the manner designated by the Secretary.
- I. HITECH Act Business Associate Agreement Requirements.** The parties intended for this Agreement to satisfy the requirements of sections 13401(a) and 13404(a) of the HITECH Act that specified security and privacy provisions requirements be incorporated into business associate agreements. This Agreement shall be interpreted in a manner consistent with this intention.

III. NON-DISCLOSURE PROVISIONS

- A. The Business Associate agrees that the PHI and Confidential Information is to be considered confidential and not to be disclosed and the Business Associate shall hold same in confidence, shall not use the PHI or Confidential Information other than for the purposes of the Contract, and shall disclose any PHI or Confidential Information only to the authorized agents of the County. The Business Associate shall not disclose, publish or otherwise reveal any of the PHI or Confidential Information received from the County or under the Contract to any other party whatsoever except with the specific prior written authorization of the County.
- B. PHI and Confidential Information furnished in tangible or electronic form shall not be duplicated by the Business Associate except for purposes of the Contract and consistent with the terms of this Agreement. Upon the request of the County, the Business Associate shall return all PHI and Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within five (5) days of such request.

- C. The Business Associate shall not, without specific prior written authorization of the County, remove any PHI or Confidential Information from the Sheriff's Office.

IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- A. **Limits on Use.** Business Associate may only use or access PHI and Confidential Information as necessary and required to perform functions, activities, or Services required under the Contract. Business Associate cannot modify, alter or change, in any way, any PHI or Confidential Information of the County.
- B. **Applicability.** This Agreement applies with respect to any aspect of the Contract that involves the use or disclosure of PHI but only to the extent that the Services or transactions of Business Associate are not exempt from HIPAA pursuant to 1179 of the Social Security Act (42 U.S.C. §1320d-8).

V. TERM AND TERMINATION

- A. **Term.** The term of this Agreement shall commence as of the Effective Date set forth above in Section I.B, and shall terminate when Business Associate no longer has any access to PHI or Confidential Information of any kind and all of the PHI and Confidential Information provided by County to Business Associate, or created or received by Business Associate on behalf of County, is returned to County. Notwithstanding any other provision of this Agreement, the Business Associate shall be liable to the County for any and all damages and losses of any kind caused by any failure of Business Associate to abide by this Agreement, including, but not limited to, unauthorized access or loss of PHI or Confidential information, even if the damages caused thereby occur after or are discovered after the termination of this agreement.
- B. **Termination for Cause.** Upon County's knowledge of a material breach by Business Associate, County may in its sole discretion:
 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by County; OR
 2. Immediately terminate this Agreement and the Contract if Business Associate has breached a material term of this Agreement, in which case the Business Associate shall be in default under the Contract and the default provisions shall apply.

In addition, the County may report the violation to the Secretary.

- C. **Effect of Termination.** Upon termination of the Agreement, for any reason, Business Associate shall return all PHI and Confidential received from County, or created or received by Business Associate on behalf of Count and shall no longer access the County's PHI or Confidential Information for any reason. Business Associate shall

retain no copies of the PHI. This section shall also apply to PHI and Confidential Information that is in the possession of subcontractors or agents of Business Associate.

VI. ACKNOWLEDGEMENT AND SIGNATURES

The parties acknowledge that they have read this agreement, understand it, and agree to be bound by its terms. Accordingly, in witness whereof, this Agreement is executed by the parties, by their duly authorized representatives as of the date set forth above.

THE COUNTY: County of Fluvanna

Signature: _____

Printed Name of Officer: Eric M. Dahl

Title: County Administrator Date: _____

BUSINESS ASSOCIATE: _____

Signature: _____

Printed Name of Officer: _____

Title: _____ Date: _____

Exhibit 3
Appendix I

COUNTY OF FLUVANNA

GENERAL TERMS, CONDITIONS AND
INSTRUCTIONS TO BIDDERS AND
CONTRACTORS

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

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

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

INTRODUCTION

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

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

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

conditions applicable to the procurement.

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

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

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

CONDITIONS OF BIDDING

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

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

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

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

9. WITHDRAWAL OF BIDS:

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIFICATIONS

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

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

24. BRAND NAME OR EQUAL ITEMS: Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.

25. FORMAL SPECIFICATIONS: When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.

26. CONDITION OF ITEMS: Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. RESPONSIBLE BIDDERS: In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;

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

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

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

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

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

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

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

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

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

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

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

CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

53. MODIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
- g. For any Contract involving Services of any nature, the Contractor further agrees to:
 - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
 - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
 - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
 - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

62. PRICE REDUCTIONS: If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by

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

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

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

65. CLAIMS PROCEDURE:

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

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

DELIVERY

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

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

69. INSPECTIONS: The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

70. COMPLIANCE: Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.

71. POINT OF DESTINATION: All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.

72. REPLACEMENT: Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.

73. DAMAGES: Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The

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

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

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

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

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

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

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB C

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	CLOSED LANDFILL ENVIRONMENTAL MONITORING PROGRAMS				
MOTION(s):	I move the Board of Supervisors to approve Project Agreement #6 between Fluvanna County and Draper Aden Associates to continue the Environmental Monitoring Programs of the Fluvanna County closed Landfill not to exceed \$25,900, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.				
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>❖ Project agreement #6 is to have Draper Aden continue the Environmental Monitoring Programs they have previously provided us at the closed Land Fill</p> <ul style="list-style-type: none"> ➤ TASK 1 GW sampling event 2019 S2 \$7,800 lump sum ➤ TASK 2 2019 Annual Groundwater Report \$3,900 lump sum ➤ TASK 3 GW sampling event 2020 S1 \$9,300 lump sum ➤ TASK 4 Gas Monitoring (July, 19 to Jun, 20) \$3,500 lump sum ➤ TASK 5 Post-Closure Insp. (July, 19 to Jun, 20) \$1,400 lump sum ➤ Total not-to exceed expenditure under this proposal = \$25,900 <p>❖ Final Testing cost could differ. Draper Aden will use the lowest cost of its 2 contracted labs, the final fee will be the actual cost of testing.</p>				
FISCAL IMPACT:	Total not-to exceed expenditure under this proposal = \$25,900				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	❖ Project Agreement 6				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

PROJECT AGREEMENT # 6
TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR
PROFESSIONAL SERVICES
FLUVANNA COUNTY CLOSED LANDFILL

This Project Agreement #6 (the "Project Agreement") made this _____ day of _____, 2019, between Fluvanna County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and Draper Aden Associates, Inc., doing business as Draper Aden Associates (the "Consultant"), a Virginia corporation, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 22nd day of October, 2018 (including all exhibits thereto the "Agreement"). All defined terms in the Agreement shall have the same meaning in this Project Agreement unless the context used herein requires otherwise.

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

Whereas the Agreement is for a term of one-year beginning on the date the County executed the Agreement, and subject to (4) additional one-year renewals by the County pursuant to the Agreement;

Whereas the Consultant submitted a Proposal for "Fluvanna County Closed Landfill, Environmental Monitoring Programs, Proposal: Proposal: FY 2019-2020 (July, 2019 to June, 2020), DEQ Permit No. 429, DAA Project No. 21816-79 [TASKS 1 TO 5]" dated August 7, 2019, ("the Proposal") which is attached hereto as **Exhibit 1** and incorporated by reference herein as a material part of this Project Agreement;

Whereas, the County desires that the Consultant complete all those services listed in the Proposal, including, but not limited to, TASK 1 – Groundwater Sampling Event 2019 S2 (October, 2019), TASK 2 – 2019 Annual Groundwater Report, TASK – 3 Groundwater Sampling Event 2020 S1 (April, 2020), TASK 4 – Gas Monitoring Services (July, 2019 – June, 2020), TASK 5 – Quarterly Site Inspections (July, 2019 – June, 2020), and any other services, inspections, testing, reports, deliverables or work required or related thereto as detailed therein (the "Services" which includes the Subconsultant Services as defined below), but not including those items identified in exhibit 1 under the header "supplemental services" on the chart;

Whereas, that portion of the Task 2 Services for chemical analyses and that portion of the Task 3 Services for chemical analyses both to be completed by Air, Water and Soil Laboratories, Inc., a subconsultant of Consultant for whose work and services Consultant is liable, is a small procurement for which the County has received two (2) quotes and taken the lower quoted amount (this portion of the Services is referred to herein as the "Subconsultant Services"); and

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

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.

OF
ENCO
Laboratories
INC.
based
upon
lowest
Fee
11/17

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 ORDERS

Consultant shall provide all work and services necessary or desired to complete the Task Orders 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. Calvin Hickman
Director of Public Works
197 Main Street
Palmyra, VA 22963
Phone: (434) 591-1910
E-mail: calvin.hickman@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 with the "2018 Bill Rate Schedule" attached which is the controlling pricing as required by the Agreement;
- (iii) The Agreement including exhibits thereto.

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

All pricing and billing under this Proposal must be consistent with the Agreement and the Compensation section of the Proposal (see specifically Exhibit 3 to the Agreement with the 2018 Bill rate Schedule which controls all hourly pricing). The work on the Services shall be billed hourly based on those rates set out in the "2018 Bill Rate Schedule" attached to Exhibit 1 hereto. The Consultant shall bill based on the hourly rates set out in its Agreement (unless its current rate schedule provides for any lower hourly rate(s) as required under the General Terms), but shall complete all work on the Task Orders for not to exceed fee for each Task consistent with the Agreement and the Compensation section of the Proposal (see specifically Exhibit 3 to the Agreement) as follows:

\$7,800.00 for all services or work on TASK 1 – Groundwater Sampling Event 2019 S2 (October, 2019);

\$3,900.00 for all services or work on TASK 2 – 2019 Annual Groundwater Report;

\$9,300.00 for all services or work on TASK 3 – Groundwater Sampling Event 2020 S1 (April, 2020);

\$3,500.00 for all services or work on TASK 4 – Gas Monitoring Services (July, 2019 – June, 2020); and

\$1,400.00 for all services or work on TASK 5 – Quarterly Site Insp. (July, 19 Jun, 20).

All work on the Services, except for the Subconsultant Services, shall be billed hourly based on the 2018 Bill Rate Schedule attached to Exhibit 1 hereto, except any standard billing rates which are lower shall control. The Subconsultant Services must be billable to the County **AT COST WITH NO MARK UP OF ANY KIND AS REQUIRED BY VIRGINIA LAW**. The above fees add up to a total not-to-exceed fee of TWENTY-FIVE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$25,900.00) for all work on the Services on all of the Task Orders, being Task 1, 2, 3, 4, and 5, described in the Proposal and this Project Agreement. The Consultant agrees to complete all work related or necessary for the Services and Task orders for no more than \$25,900.00 even if its hourly billing, costs of any kind and the fees for the Subconsultant Services exceeds such amount. All hourly Services work shall be billable to the County in increments of a quarter of an hour or less if that is the standard practice of Consultant. The minimum charge shall be a quarter of an hour or less if that is the standard practice of the Consultant. Consultant cannot charge for administrative costs, copies, printing, travel time, lunch or other non-working time.

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

ARTICLE V: TERM

Consultant shall with due diligence and dispatch assiduously pursue these Task Orders to completion, but in any event such Services and work being a part of the Task Orders must be completed to the sole satisfaction of the County:

for Task 1: on or before the 30th day of November, 2019;

for Task 2: on or before the 30th day of April, 2020;

for Task 3: on or before the 30th day of April, 2020;

for Task 4: on or before the 30th day of June, 2020; and
for Task 5: on or before the 30th day of June, 2020.

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) 591-1937
FAX (434) 591-191

Consultant

ATTN: Deborah K. Flippo
Draper Aden Associates, Inc.
250 Main Street, Suite 200
Charlottesville, VA 22902
Telephone: (540) 552-0444
Facsimile: (540) 552-0291

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:
Draper Aden Associates, Inc.

County:
Fluvanna County

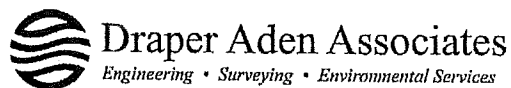
Architectural and Engineering Services
Fluvanna County, VA

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By: [Signature] Date: 10/16/19 By: _____ Date: _____
Name: Thomas B. Shaghtin Name: _____
Title: Senior Project Manager Title: _____

Approved as to form:

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



Draper Aden Associates

Engineering • Surveying • Environmental Services

1030 Wilmer Avenue, Suite 100

Richmond, Virginia 23227

www.daa.com

MEMORANDUM

TO: Mr. Calvin Hickman
Fluvanna County

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

DATE: 08-07-19

SUBJECT: **Fluvanna County Closed Landfill**
Environmental Monitoring Programs
Proposal: FY 2019-2020 (July, 2019 to June, 2020)

DEQ Permit No. 429
DAA Project No. 21816-79 [TASKS 1 TO 5]

Draper Aden Associates (DAA) proposes to provide professional engineering and environmental services to Fluvanna County in accordance with the new Services Agreement between Fluvanna County and DAA.

The subject proposal is intended to encompass services that will be provided during the 12-month period between *July 1, 2019 to June 31, 2020 (FY 2019-2020)*.

More specifically, DAA shall provide the following services pertaining to environmental programs at solid waste facilities operated by Fluvanna County:

21816-79 [TASK 1] - Groundwater Sampling Event 2019 S2 (October, 2019)

Task. Draper Aden Associates proposes to obtain groundwater samples from monitoring wells at the Fluvanna County closed landfill (groundwater sampling event 2019 S2, scheduled to occur during October, 2019), chemically analyze the groundwater samples, and prepare a report suitable for direct submission to DEQ. More specifically, Draper Aden Associates proposes to:

- Obtain groundwater samples from monitoring wells MW-02R, MW-03R, and MW-04R and have them analyzed for VSWMR Table 3.1, Column A constituents.

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

Budget. The cost of the referenced task shall be **\$7,800** (lump sum).

- The cost of environmental services (Draper Aden Associates = **\$4,400**) is based upon a review of the costs associated with past sampling events and the standard billing rates that became effective on January 1, 2019. *attached 2018 Bill Rate Schedule except if any standard billing rates effective Jan 1, 2019 are lower.*
- The cost of chemical analyses (Air, Water, and Soil Laboratories, Inc. = **\$3,400**) is based on a fee schedule previously provided by the contracted laboratory. Laboratory services are provided in accordance with a contract between Draper Aden and Air, Water, and Soil Laboratories, Inc. *must be billed at cost without mark-up of any kind.*

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

21816-79 [TASK 2] - 2019 Annual Groundwater Report

- Task.** Draper Aden Associates proposes to prepare the Annual Groundwater Monitoring Report pertaining to the Fluvanna County closed landfill for the year 2019 (due **120 days** from the completion of sampling and analysis for the second semi-annual groundwater sampling event conducted for the calendar year).

Budget. The cost of the referenced task shall be **\$3,900** (lump sum). The cost of the proposed services is based upon a review of the effort associated with preparing prior Annual Groundwater Monitoring Reports for similar facilities.

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

21816-79 [TASK 3] - Groundwater Sampling Event 2020 S1 (April, 2020)

Task. Draper Aden Associates proposes to obtain groundwater samples from monitoring wells at the Fluvanna County closed landfill (groundwater sampling event 2020 S1, scheduled to occur during April, 2020), chemically analyze the groundwater samples, and prepare a report suitable for direct submission to DEQ. More specifically, Draper Aden Associates proposes to:

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- obtain groundwater samples from monitoring wells MW-2R, MW-3R, and MW-4R and have them analyzed for VSWMR Table 3.1, Column A constituents
- obtain groundwater samples from monitoring wells MW-7R, MW-8, and MW-9 and have them analyzed for VSWMR Table 3.1, Column B constituents

Budget. The cost of the referenced task shall be **\$9,300** (lump sum).

- The cost of environmental services (Draper Aden Associates = **\$4,400**) is based upon a review of the costs associated with past sampling events and the standard billing rates that became effective on January 1, 2019. *attached 2018 Bill*
- The cost of chemical analyses (Air, Water, and Soil Laboratories, Inc. = **\$4,900**) is based on a fee schedule previously provided by the contracted laboratory. Laboratory services are provided in accordance with a contract between Draper Aden and Air, Water, and Soil Laboratories, Inc. *must be at cost without mark-up of any kind.*

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

21816-79 [TASK 4] - Gas Monitoring Services (July, 2019 - June, 2020)

Scope of services. Draper Aden Associates proposes to measure landfill gases (using a LANDTEC gas analyzer, or functional equivalent), on *four* occasions, at *six* gas probes and *five* on-site structures at the Fluvanna County closed landfill, prepare data tables, and prepare a report of findings (to include an assessment of regulatory compliance) during the period between July, 2019, to June, 2020 (inclusive; second half of calendar year 2019 = first half of FY 2019-2020; includes *four monitoring events*).

Schedule. The inspections shall occur during the following intervals:

- **third quarter 2019:** between July and September, 2019
- **fourth quarter 2019:** between October and December, 2019
- **first quarter 2020:** between January and March, 2020
- **second quarter 2020:** between April and June, 2020

Budget. The cost of the referenced task shall be **\$3,500** (lump sum / includes *four monitoring events*).

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The cost of professional environmental services is based upon a review of the costs associated with past gas monitoring events and the standard billing rates that became effective on January 1, 2019. *attached 2018 Bill Rate Schedule except if any standard billing rates effective Jan 1, 2019 are lower*

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

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

21816-79 [TASK 5] - Quarterly Site Inspections (July, 2019 - June, 2020)

Scope of services. Draper Aden Associates proposes to conduct *four quarterly site inspections* meeting the Post-Closure Care Plan requirements at the Fluvanna County closed landfill during the period between July, 2019, and June, 2020 (inclusive; second half of calendar year 2019 = first half of FY 2019-2020; includes *four site inspections*).

Schedule. The inspections shall occur during the following intervals:

- **third quarter 2019:** between July and September, 2019
- **fourth quarter 2019:** between October and December, 2019
- **first quarter 2020:** between January and March, 2020
- **second quarter 2020:** between April and June, 2020

Budget. The cost of the referenced task shall be **\$1,400** (lump sum / includes four quarterly events).

The cost of the proposed services is based upon a review of the costs associated with past inspection events and the standard billing rates that became effective on January 1, 2019. The proposed fee is based upon the assumption that we will be able to inspect the facility while performing other work at that location. *attached 2018 Bill Rate Schedule except if any standard billing rates effective Jan 1, 2019 are lower*

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

Mr. Calvin Hickman
 August 7, 2019
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EXCLUSIONS. Deliverables do not include digital source files used in preparing documents (for example, MS Word, MS Excel, AutoCad files).

OWNER'S RESPONSIBILITIES. Owner shall provide access to DAA personnel to enter the landfill during normal operating hours, or on other days or times as mutually agreed, in order to provide the field services associated with the tasks outlined above.

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COMPENSATION. DAA shall be compensated for performing the above Services as follows.

TASK	DESCRIPTION	FEE	FEE STRUCTURE
TASK 1	GW sampling event 2019 S2	\$7,800	lump sum
TASK 2	2019 Annual Groundwater Report	\$3,900	lump sum
TASK 3	GW sampling event 2020 S1	\$9,300	lump sum
TASK 4	Gas Monitoring (Jul, 19 to Jun, 20)	\$3,500	lump sum
TASK 5	Post-Closure Insp. (Jul, 19 Jun, 20)	\$1,400	lump sum
Total not-to exceed expenditure under this proposal =		\$25,900	

** see
hourly
rates*

mt

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AUTHORIZATION TO PROCEED

 for Fluvanna County

 date

Attachment

FACILITY: FLUVANNA COUNTY CLOSED LANDFILL				update: 08-07-2019			DAA WORK ORDER = 21816											
FY 2019-2020	DAA	DAA		summary			YEAR 2019						YEAR 2020					
task	project no.	task no.	Status	DAA	others	DAA + others	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
groundwater monitoring																		
sampling event 2019 S2 (Table 3.1 Column A)	21816-79	TASK 1		\$4,400	\$3,400	\$7,800												
annual report 2019	21816-79	TASK 2		\$3,900	\$0	\$3,900												
sampling event 2020 S1 (Table 3.1 Column B)	21816-79	TASK 3		\$4,400	\$4,900	\$9,300												
landfill gas																		
gas mon event	21816-79	TASK 4		\$3,500	\$0	\$3,500												
engineering services																		
post closure inspection	21816-79	TASK 5		\$1,400	\$0	\$1,400												
supplemental services																		
regulatory compliance (first half) - (if necessary)	21816-79	PENDING		\$2,100	\$0	\$2,100												
verification event 2019 S2 - (if necessary)	21816-79	PENDING		\$900	\$280	\$1,180												
additional chemistry Table 3.1 Column B (MW-2R, 3R, 4R) (if necessary)	21816-79	PENDING		\$0	\$3,930	\$3,930												
verification event 2020 S1 - (if necessary)	21816-79	PENDING		\$900	\$280	\$1,180												
regulatory compliance (second half) - (if necessary)	21816-79	PENDING		\$2,100	\$0	\$2,100												
column totals =		TASK column		\$23,600	\$12,790	\$36,390												
NOTES: \$ black = DAA fees \$ red = fees paid to others (laboratory, well driller)																		

Exhibit 3 to Agreement with DRAPER Aden Associates 2018 Bill Rate Schedule

Billing Title	Rate	Billing Title	Rate	Billing Title	Rate	Billing Title	Rate
Senior Managing Principal	\$285	Senior Principal Geologist	\$284	Senior Construction Manager	\$122	Senior Office Administrator	\$94
Managing Principal	\$257	Principal Geologist	\$257	Project Construction Specialist	\$114	Office Administrator	\$93
Senior Program Manager	\$229	Senior Program Geologist	\$218	Construction Specialist	\$104	Senior Administrative Assistant	\$87
Program Manager II	\$202	Program Geologist II	\$202	Staff Construction Specialist	\$93	Admin Assistant	\$77
Program Manager I	\$186	Program Geologist I	\$186	Field Engineer/Project Representative	\$71	Clerical	\$66
Senior Project Manager	\$175	Senior Geologist	\$165	Laboratory Manager	\$104		
Project Manager	\$153	Senior Project Geologist	\$117				
		Project Geologist	\$110	Senior GIS Administrator	\$115	Chief Executive Officer	\$265
Senior Principal Engineer	\$284	Geologist	\$99	GIS Administrator	\$109	Chief Operating Officer	\$265
Principal Engineer	\$269	Staff Geologist	\$94	GIS Technician	\$99	Chief Financial Officer	\$257
Senior Program Engineer	\$230			GIS Staff Technician	\$87	Director of Technology Services	\$219
Program Engineer II	\$202	Senior Land Planner	\$165			Director of Marketing	\$219
Program Engineer I	\$186	Senior Landscape Architect	\$120	Senior Project Designer	\$94	Controller	\$153
Senior Engineer	\$175	Project Landscape Architect	\$114	Project Designer	\$87	Network Administrator	\$153
Senior Project Engineer	\$153	Landscape Architect	\$109	Designer	\$77	Marketing /Business Development Manager	\$153
Project Engineer	\$138	Staff Landscape Architect	\$104	Staff Designer	\$70	Accounting Manager	\$143
Project Engineer 1	\$142					Software Developer	\$142
Senior Design Engineer	\$132	Senior Principal Surveyor	\$284	Senior Project Technician	\$94	CAD Manager	\$142
Design Engineer	\$120	Principal Surveyor	\$257	Senior Technician	\$87	Computer Specialist	\$132
Engineer	\$109	Senior Program Surveyor	\$218	Project Technician	\$77	Senior Accounting Specialist	\$109
Engineer III	\$109	Program Surveyor II	\$202	Technician	\$70	Human Resources Manager	\$110
Staff Engineer	\$99	Program Surveyor I	\$170	Staff Technician	\$56	Client Service Rep	\$103
		Senior Survey Project Leader	\$160			Senior Marketing Specialist	\$94
Senior Principal Environmental Scientist	\$284	Survey Project Leader	\$158	Senior Community Resource Special	\$153	Accounting Specialist	\$82
Principal Environmental Scientist	\$257	Senior Project Surveyor	\$125	Project Community Resource Specialist	\$148	Marketing Specialist	\$82
Senior Program Environmental Scientist	\$218	Project Surveyor	\$99	Community Resource Specialist	\$137	Marketing Assistant	\$67
Program Environmental Scientist II	\$204	Senior Survey Technician	\$90	Staff Community Resource Specialist	\$99	Intern	\$43
Program Environmental Scientist I	\$186	Survey Technician	\$85				
Senior Environmental Scientist	\$131	Survey Crew	\$140	Senior Project Administrator	\$104		
Senior Project Environmental Scientist	\$114	Survey Crew Leader**	\$70	Project Administrator	\$93		
Project Environmental Scientist	\$104	Survey Crew Member**	\$70	Staff Project Administrator	\$82		
Environmental Scientist	\$87						
Environmental Specialist I	\$82	GPS Robotic Crew	\$140				
Environmental Specialist II	\$99	GPR Tech	\$160				
Environmental Technician II	\$71						
Field Eng/ Proj Rep	\$71	Scientist I	\$82	Senior SUE Program Leader	\$175		
Staff Environmental Scientist	\$82	Scientist II	\$99	SUE Program Leader	\$164		
		Scientist IV	\$152	Senior SUE Project Leader	\$158		
		Scientist V	\$195	SUE Project Leader	\$131		
				Staff SUE Surveyor	\$93		
				Senior SUE Technician	\$115		
				SUE Technician	\$80		
				SUE Crew	\$160		
				Vacuum Services (2 person)	\$275		
				Vacuum Services (3 person)	\$330		

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

TAB D

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	FY20 Self Contained Breathing Apparatus Funding				
MOTION(s):	I move the Board of Supervisors [approve/deny/defer] a supplemental appropriation of \$618,000 from Unassigned Fund Balance to the CIP project budget for the Fire and Rescue SCBA Equipment, to change funding from grant funded to cash funded.				
STRATEGIC INITIATIVE?	Yes X	No	If yes, list initiative(s):		Public Safety
AGENDA CATEGORY:	Public Hearing	Action Matter X	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Mary Anna Twisdale, Director of Finance				
PRESENTER(S):	Mary Anna Twisdale, Director of Finance Debbie Smith, Emergency Management Coordinator				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<ul style="list-style-type: none"> • Fluvanna County applied for the Assistance to Firefighters grant for the past two years to replace SCBA equipment. The grant was not awarded to the County either year. • The current SCBAs are expired and at end of life. • This equipment is necessary for firefighter safety. • The Board cash funded \$100,000 in the FY19 and \$100,000 in the FY20 CIP for this equipment. • The cost of the equipment based on the grant submitted is \$818,000. • Four Cascade Systems @ \$55,000 - \$220,000 • 96 SCBA @ \$5,600 - \$537,600 • 9 RIT Packs @ \$5,600 - \$50,400 • 1 Fit Test Machine @\$10,000 - \$10,000 				
FISCAL IMPACT:	Current Unaudited Unassigned Fund Balance \$2,462,969 Cost of additional funding \$618,000 Remaining Unassigned Fund Balance \$1,844,969				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance X	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

TAB E

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	FY20 Funding – Support 56 Water Rescue Truck				
MOTION(s):	I move the Board of Supervisors [approve/deny/defer] a supplemental appropriation of \$83,000 from Unassigned Fund Balance to the CIP project budget for the Fire and Rescue Vehicle Apparatus, to change funding for Lake Monticello Support 56 Water Rescue Truck from Debt to Cash funded.				
STRATEGIC INITIATIVE?	Yes X	No	If yes, list initiative(s):		Public Safety
AGENDA CATEGORY:	Public Hearing	Action Matter X	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Mary Anna Twisdale, Director of Finance				
PRESENTER(S):	Mary Anna Twisdale, Director of Finance John Lye, Fluvanna Fire and Rescue Association				
RECOMMENDATION:	Approve/Deny/Defer				
TIMING:	Immediate				
DISCUSSION:	<ul style="list-style-type: none"> • The replacement of Support 56 for Lake Monticello Water Rescue was approved in the FY20 CIP for debt funding at a cost of \$95,000. • The current vehicle is a 1991 truck and currently has a transmission and rear differential leak as well as a bad fuel injector sensor. • The truck is 28 years old and is approaching 100,000 miles. • Cost of a new truck is \$81,596.04 • 2020 Silverado 3500HD 4WD Crew Cab \$45,361.52 • Lights/Cabinets buildout \$29,581.96 • Motorola Radio \$4,972.56 • Signs and Logos \$1,680.00 • Contingency \$1,403.96 • The request is to pay cash for the truck to expedite the purchase and to allow the truck to be titled by Lake Monticello Water Rescue. • If the truck is financed it will have to be titled in the County's name. • Currently all of Lake Monticello Fire, Rescue and Water Rescue's apparatus is titled and insured by their corporation. 				
FISCAL IMPACT:	Current Unaudited Unassigned Fund Balance \$2,462,969 Cost of Vehicle \$83,000 Remaining Unassigned Fund Balance \$2,379,969				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance X	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB F

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	FY20 Fork Union Engine 20				
MOTION(s):	I move the Board of Supervisors [approve/deny/defer] a supplemental appropriation of \$55,000 to the CIP budget for Fire and Rescue Vehicle Apparatus to add additional debt funding for Fork Union Engine 20 to the previously approved debt funding of \$600,000.				
STRATEGIC INITIATIVE?	Yes X	No	If yes, list initiative(s):		Public Safety
AGENDA CATEGORY:	Public Hearing	Action Matter X	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Mary Anna Twisdale				
PRESENTER(S):	Chris Aley, Fork Union Volunteer Fire Dept John Lye, Fluvanna Fire and Rescue Association				
RECOMMENDATION:	Approve/Deny/Defer				
TIMING:	Immediate				
DISCUSSION:	<ul style="list-style-type: none"> The replacement of Engine 20 for Fork Union Fire was approved in the FY20 CIP for debt funding at a cost of \$600,000. This Engine was requested in the FY21 CIP but was moved forward during the FY20 budget process. The cost of the new Engine, equipped as requested, is \$655,000 The request is to increase the amount budgeted in the CIP to \$655,000 to be debt funded. 				
FISCAL IMPACT:	Will increase approved debt funding for this apparatus from \$600,000 to \$655,000.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance X	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: November 6, 2019

TAB G

AGENDA TITLE:	Weather and Emergency Closures Policy Update				
MOTION(s):	I move the Board of Supervisors approve the updated County Personnel Policy 2.13, <u>Leave and Holidays</u> , section 2.13.8 <i>Weather and Emergency Closures</i> , as presented.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Jessica Rice, Human Resources Manager				
PRESENTER(S):	Jessica Rice, Human Resources Manager				
RECOMMENDATION:	Approval				
TIMING:	Current				
DISCUSSION:	<p>Section 2.13.8 <i>Weather and Emergency Closures</i> of the County Personnel Policy has been updated for content, clarity, and formatting.</p> <p>The changes summarized below constitute a content review, resulting in alignment with regulatory requirements, clarification of processes, and a reduction of payroll expenditures during weather closures. This review and revision encompasses section 2.13.8 only. Changes have been reviewed by Law enforcement command staff, and applicable Department Directors of essential personnel.</p> <p><u>Policy Update Summary:</u></p> <ul style="list-style-type: none"> County Administrator may designate another County Staff member with closure decision authority while out of town or incapacitated, if necessary. Full closure of County offices and services begins at 12:00am and ends at 11:59pm of the same calendar day. Closure pay will only be for an employee's regular scheduled hours of work during the closure period. Employees are not compensated for closure hours beyond their regular schedule. Exempt personnel are not eligible for closure pay if they work during a County closure. Employees who are classified as "Essential Personnel" may be required to work during a weather or emergency closure. Those employees will be paid for their hours worked in addition to the closure period provisions. Employees on previously approved leave, or out of town on business, will not be classified as "Essential Personnel" for a closure event. He/She will not be required to return to work during a closure period. 				

FISCAL IMPACT:	None				
POLICY IMPACT:	Revision to County Personnel Policy 2.13, Leave and Holidays				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Modified Policy 2.13.8 <i>Weather and Emergency Closures</i> draft				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		XX		XX	Sheriff, PW

2.13.8. Weather and Emergency Closures

A. Purpose. To prescribe uniform procedures for the closure of County offices and public services during periods of inclement weather and other emergencies.

B. Policy. Fluvanna County will make every reasonable effort to open facilities to the public as scheduled, consistent with safe access for staff and the public. Whenever it is determined that the health and safety of citizens or employees would be placed at risk, or that weather conditions prevent performance of regular operations and services, closure of County offices or specific departments may be deemed necessary.

1. The County Administrator, or designee, is responsible for determining whether a delayed opening, early closure, or full day closure of the County offices is necessary due to inclement weather or other emergency.
2. The chief judge or presiding judge of each respective court may authorize the Clerk of the Court to close the clerk's office and court. The clerk of the respective court will notify the County Administrator or designee of such closure.

C. Employee Safety

1. Employees should use their own judgment when they believe roads or other conditions may be unsafe for travel to/from work, and employees may take appropriate annual leave when necessary during inclement weather or emergency situations. Employees are encouraged to maintain adequate leave balances for such situations.
2. During times of emergency or inclement weather, it is the responsibility of the employee to confirm when and where County facilities will be closed. If such conditions develop during the night and warrant delayed opening or official closing, employees will be notified through the Everbridge Alert System. Additionally, employees are advised to listen to local radio/TV announcements for closures/reopening notices. If there is any doubt, employees should contact their supervisors.

D. Definitions

1. Closure Pay

- a. A supplemental pay category, for leave-eligible employees, paid at an employee's base hourly rate during an officially approved closure period.
- b. Closure pay can only be earned during an employee's regularly scheduled work hours, and is not a factor in calculating overtime wages.

2. Essential Employees. Essential employees are County employees who may be required to work during weather and emergency conditions, as designated by their department head.
3. Full Closure. The twenty-four (24) hour period, beginning at 12:00am, during which time all normal operations cease and County buildings remain closed to the public.
4. Public Safety Personnel. Deputy Sheriffs, including command staff, and Emergency Communications Officers.

E. Essential Personnel Provisions

1. Non-exempt essential employees who physically work some or all of their regularly scheduled hours during an approved closure will receive their normal compensation for those regular hours worked **plus** closure pay for those same hours worked during the closure.
 - a. A full closure begins at 12:00am and ends at 11:59pm of the same calendar day.
2. Overtime compensation applies to essential personnel who physically work more than 40 hours during that work week (Sun to Sat).
3. Overtime is only calculated on the regular and unscheduled hours worked, not the closure pay compensation amounts.
4. Exempt personnel do not receive additional compensation for hours worked during a closure period.

F. Essential Public Safety Personnel Provisions

1. The Sheriff, or designee, has the authority to designate personnel as “Essential Public Safety” or “Non-Essential Public Safety”, based on operational needs of the agency during specific weather and emergency events. Regularly scheduled Public Safety personnel who are deemed non-essential shall abide by the provisions set forth in section 2.13.8G of this policy.
2. Public Safety who are designated “Essential Public Safety Personnel” may be required to physically work their regularly scheduled hours regardless of County service and building closures. Work hours may be modified to meet operational needs.
3. Public Safety personnel who physically work during a calendar day of an approved County closure will receive their normal compensation for those hours worked. Additionally, Essential personnel will receive closure pay for any hours worked during the calendar day of that closure. If the County only closes for a

partial day, personnel will only receive closure pay for the hours worked during the time that County services and buildings are closed to the public.

4. Overtime is calculated based on regular and unscheduled hours worked, not the closure pay compensation amounts.

G. Non-Essential Personnel

1. Employees will not be required to make up regularly scheduled time missed during an approved closure. Such time will be charged to the closure pay code.

2. Regularly scheduled hours missed, outside of the approved closure hours, will be charged to accrued annual leave or accrued compensatory time.

3. Leave-eligible employees who are not regularly scheduled to work during an approved closure will not receive closure pay.

4. Personnel on previously approved leave, or who are out of the area on official business during an inclement weather emergency, will be considered to be “non-essential” and shall not receive closure pay.

5. Non-essential employees who work some or all of their regularly scheduled hours during an approved closure will not receive closure pay.

FLUVANNA COUNTY BOARD OF SUPERVISORS
BCC APPOINTMENTS STAFF REPORT

TAB H

MEETING DATE:	November 6, 2019			
AGENDA TITLE:	Board, Commission, and Committee Appointments			
MOTION:	I move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s):			
Board/Commission/Committee	Appointees	Begins Term	Ends Term	
Social Services Board	Martha Brown	November 6, 2019	December 31, 2023	

BCC VACANCIES AND APPLICANTS				
BCC Vacancies	Applicants	Appt	District	Current BCC Appointments / Other Notes
Social Services Board	Martha Brown	APP	Palmyra	
DISCUSSION:				
ENCLOSURES:	Candidate Applications			



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA

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Application to Serve on
Boards/Commissions/Committees

Name: Martha Brown Election District: Palmyra

Mailing Address: 1991 Paynes Mill Road City: Troy State: VA Zip: 22974

Physical Address: same City: State: Zip:

Home Phone: (434) 296-5348 Work Phone: Cell Phone: Fax Phone:

Email: mbb421@embarqmail.com

Education/Experience/Professional Expertise:

comptroller 1992-2009
Grad. Fluvanna County High School 1961
Real Estate Classes 1985

Civic Activities/Committee Memberships (include other boards/committees/commissions, Fraternal, Business, Church or Social Groups):

Church Treasurer 2004-2014
Sunday School Teacher 2012-2014

Interest in Serving on Board/Commission/Committee:

Retired-Like to get out in the community.
Not currently serving on any BCC
Interested in Audit Committee, Finance Board, Social Services Board

****Please indicate on the following sheet all Boards/Commissions/Committees on which you wish to serve:**

The County of Fluvanna does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

Please submit this form by e-mail or
Return to:
Clerk, Board of Supervisors
P.O. Box 540
Palmyra, VA

Signature

Date

County of Fluvanna * Post Office Box 540 * Palmyra, VA 22963 * (434)591-1910 * Fax (434)591-1911

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

☐ **Agricultural/Forestral Advisory Committee:** Consists of four landowners who are engaged in agricultural or forestall production, four other landowners of the County, the Commissioner of the Revenue and a member of the governing body. The committee shall advise the planning commission and the governing body and assist in creating, reviewing, modifying, continuing or terminating districts within the County.

☐ **Board of Zoning Appeals:** Consists of five members, appointed by the Fluvanna County Circuit Court to serve five-year terms. The role of this organization is to hear and decide appeals of the requirements of the Zoning Ordinance or Administrator.

☐ **Board of Building Code Appeals:** Consists of five members appointed by the locality for a specific term established by written policy. This appeals Board hears appeals as authorized by the local governing body.

☐ **Community Policy and Management Team:** Members appointed by the Board with responsibility of implementing the Comprehensive Services Act. Membership includes Community Services Board, Social Services, Health Department, Juvenile Court Services Unit, BOS and local school division and a parent representative; three year term.

☐ **Court Green Committee:** Oversees landscaping and landscaping maintenance needs on the court green, the museum grounds and Confederate Square. It meets at the call of any member or the County Administrator. Its purpose is to provide consensus on significant alterations to the appearance of the court green and its surroundings on matters that often are a matter of taste; three year term.

☐ **Economic Development Authority:** Purpose is to promote industry and develop trade by inducing manufacturing, industrial, governmental, commercial enterprises and institutions of higher learning to locate and remain in the Commonwealth and consist of seven At-Large members; four year term.

☐ **Economic Development Commission:** Ten members, one from each electoral district and four at large. Chartered to support the Board in development planning and economic development issues; four year term.

☐ **Fluvanna County Youth Advisory Council:** Membership consist of interested citizens and representation from local government, agencies and youth-serving organizations, & at least one, but not more than two, citizens under the age of eighteen, with a minimum age of fifteen; members appointed by the Board of Supervisors; serves as liaison between organized groups concerned with youth, specifically the Board of Supervisors and the youth citizens of the county; two year term.

☐ **Fluvanna Partnership for the Aging Committee:** Consists of a representative from each magisterial district, appointed by the Supervisors of the district, and representatives from the following agencies: Social Services, Virginia Extension Services, JABA Case Manager, Senior Center Director, MACAA Director, Fork Union Nursing Home Director, Health Department, and County Administrator's office; four year term.; meets 4th Monday of month at 11:00 am at the Fork Union Rescue squad building.

☐ **Fluvanna Transportation Safety Commission:** Mission Statement is to further transportation safety within Fluvanna County; to increase transportation safety awareness among school age children & adults; and to assist VDOT in selected tasks pertaining to the County. Voting members include one BOS appointee from each voting district and representative of the Board of Supervisors, Fluvanna Schools and the Fluvanna Sheriff's Department; three year term.

☐ **Fork Union Sanitary District Advisory Committee:** Consists of seven voting members who shall be appointed by the Board of Supervisors and must be members of the District's service area. The FUSD Advisory Board shall investigate and be informed on all matters relating to water production and supply in the FUSD and on other matters as the Board of Supervisors request; four year term.

☐ **James River Alcohol Safety Action Program:** Organized and exists pursuant to an agreement for Joint Exercise of Powers entered into among the City of Charlottesville, and the Counties of Albemarle, Fluvanna, Greene, Louisa and Nelson and functions as administrative and fiscal agent for the Program. One person is appointed by the governing body of each participating locality; three year term.

☐ **JAUNT Board:** Two members appointed; JAUNT manages budgets, policies and programs of the corporation's transportation services; three year term. The Board of Directors generally meets at the Charlottesville office.

☐ **Jefferson Area Board for Aging Advisory Council:** Members provide input on the development and administration of JABA's Area Plan, participates in public hearings, represents the interests of older persons, reviews and comments on all community policies, programs and actions affecting the senior citizen's and elder caregivers of Planning District Ten. Each participating jurisdiction shall be represented by two voting members; two year term. The Council meets the first Tuesday of each month from 12:00-1:00 pm.

☐ **Jefferson Area Board for Aging Board of Directors** Meets the third Tuesday of each month. The meeting is usually held at the Center for Adult Rehab and Eldercare in the Alzheimer's Suite unless otherwise notified; two members appointed by the board of Supervisors; two year term.

☐ **Jefferson Area Disability Services Board:** Service area comprises a rural, primarily agricultural area wherein services to persons with physical and/or sensory disabilities are hampered by the relative isolation of clients; consist of one representative appointed by the Board of Supervisors with a three year term.

☐ **Library Board of Trustees:** Consist of seven members, one from each election district and the Library Director as ex-officio; four year term.

☐ **Local Workforce Investment Board:** Consist of a majority of private sector representatives; number of appointments per locality is based on population (Fluvanna has two); three year term.

☐ **Monticello Area Community Action Agency:** Provides services and supplies among local churches, schools, and community organizations for people in crisis situations, or with longer-term needs; four year term; one representative appointed by the Board of Supervisors.

☐ **Parks & Recreation Advisory Board:** Members are appointed by the Board. Three are agency appointed and six are at-large. The Advisory Board provides counsel to the board on community recreation issues, assists department director in determining program priorities and content, and leisure issues in the community; four year term.

☐ **Piedmont Virginia Community College Board:** Local advisory board which is appointed by its participating local jurisdictions; provides a vital link between the college and the community; participates in selection, evaluation and removal of college president; reviews and acts on annual local funds budget as prepared by the president, etc.

☐ **Planning Commission:** The Code of Virginia requires the County to create a local Planning Commission to promote the public health, safety, convenience, and welfare of its citizens, to plan for the orderly development of the community and to develop and update the County's Comprehensive Plan. The role of the Planning Commission is to serve primarily in an advisory capacity to the Board of Supervisors for a four year term; There are two members from the Rivanna Election District, one member each from the Columbia, Cunningham, Fork Union and Palmyra Election District's.

☐ **Region Ten Community Services Board:** A total of 14 members are appointed by the Boards of Supervisors of Albemarle, Fluvanna, Greene, Louisa, and Nelson Counties and the Charlottesville City Council. The board establishes policy and programs to provide mental health, mental retardation, and substance abuse services, and governs the operations of over forty component programs; Fluvanna has one representative with a three year term; meets the 2nd Monday of each month in the evening.

☐ **Regional Jail Board:** The Regional Jail shall be supervised and managed by a board to consist of at least one representative from each political subdivision participating therein who shall be appointed by the local governing body for a two year term.

☒ **Social Services Board:** The board is administrative and is responsible for local policy decisions, discretionary power over local funding, submission of the annual county budget, appointment of the department director and decisions governing optional and local services. The board exercises an interest in all matters pertinent to the local social services; consist of seven members-one from each district and a BOS representative; four year term.

☐ **Southeast Rural Community Assistance Project, Inc.:** One board appointed representative; five year term; meets quarterly for three days throughout the state.

☐ **Thomas Jefferson Emergency Medical Services Council:** One member appointed by the Board to represent the local government. The Board establishes regional EMS protocols, grades and ranks Rescue Squad Assistance Fund applications, develops regional EMS training/continuing education programs, and acts as a liaison between the region and State; two year term.

☐ **Thomas Jefferson Partnership for Economic Development:** Enhances the assistance and information that can be made available to both existing & new businesses interested in investing in the Greater Charlottesville Region; marketing the region & the development opportunities that exist for different types of businesses; and assisting the public sector members of the Partnership to define and improve the "product" that can be offered to prospective companies.

☐ **Thomas Jefferson Planning District Commission:** Two members, at least one of which is a local elected official, are appointed by each of six member jurisdictions. An elected official serves a term coinciding with duration of their locally elected position; terms for citizen members are three years. The purpose of the Commission is to foster regional cooperation, provide a forum for discussion of regional issues, and to plan with local governments for the future of the region. Fluvanna has two representatives with a two year term.

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

TAB I

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	VDOT Quarterly Report				
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, County Administrator				
PRESENTER(S):	Bethel Kefyalew, Operations Engineer, & Alan Saunders, VDOT Residency Administrator				
RECOMMENDATION:	Information Only				
TIMING:	Routine				
DISCUSSION:	Quarterly VDOT update.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	VDOT Quarterly Report				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Culpeper District, Louisa Residency

Fluvanna County Monthly Report: November 2019

Fluvanna Mileage, Structures

PRIMARY MILES	SECONDARY MILES	STRUCTURES	TOTAL MILES
102.34	598.62	75	700.96

Fatal Accidents

DATE	LOCATION	ALCOHOL	RESTRAINT
1/22/19	Route 656	No	Yes
<p>*Of the 819 fatalities in VA in 2018, 126 were related to distracted driving and 298 were motor vehicle occupants not wearing a seatbelt.</p> <p>**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.</p>			

[Link to SmarTeScale information](#)

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

SmartScale Round 4 Key Dates:

- November 6, 2019, Project Development Workshop
- March 1 - April 1, 2020, Pre-application Deadline
- August 3, 2020, Application Deadline



Projects:

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Route 53 Safety improvements at Route 618, Roundabout, (UPC:96938)	Pre Advertisement Conference (Aug 2019)	Advertisement	NOV 2019
Route 680 – Rural Rustic (UPC:107558)	CN Completed		
Route 629 Bridge Replacement (UPC 104848)	CN Completed		
Route 1001 – PE Study (UPC 115895)	PE Authorization	Survey in Progress	Anticipated Completion Spring 2020
Route 659 – PE Study (UPC 115896)	PE Authorization	Survey in Progress	Anticipated Completion Spring 2020
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
6	9.74	12.27	From Rte 640 (Haden Martin Rd) to Rte 650 (Mountain Hill Rd)	2.53	Center
15	10.23	21.58	From Rte. 673 (Bethel Church Rd) to Rte. 250 (Richmond Rd) (Exclude 35mph zone within town limits)	11.35	Center
53	0	2.41	From Albemarle County Line to Rte 636 (Garden Ln/Nahor Manor Rd)	2.41	Center
*In a national study, 11 states analyzed the effectiveness of center line rumbles in reducing crashes. Centerline rumble strips reduced 18% - 64% of crossover crashes. **Edge line rumble strips studies show that single vehicle run-off-road fatal and injury crashes can be reduced by nearly 29%.					

State-Force and District-Wide Bridge Projects:

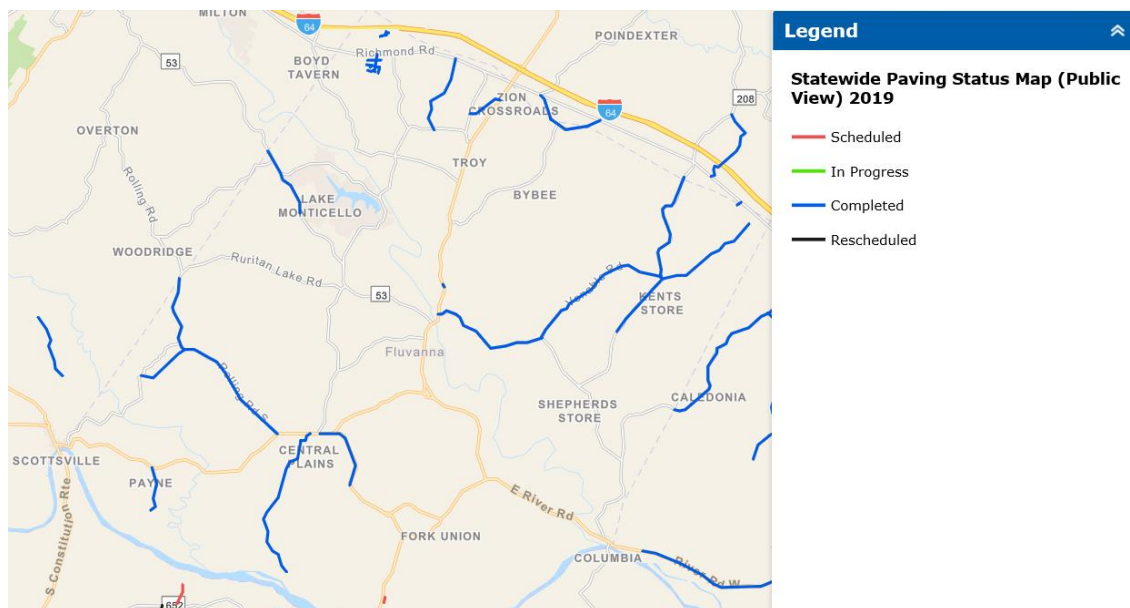
- **District Wide Bridge Deck Cleaning and Washing** (UPC 105980);
- **District Wide Bridge Maintenance** (UPC 105979);
- **Route 623 over Venable Creek, Completed;**
- **Route 53, .5 miles S of Lake Monticello Rd - Emergency Pipe Replacement;** Completed
- **Route 616 Soil Nailing Slope Repair;** Completed

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
- Route 53 High School Speed Limit Reduction

Completed Studies:

- Route 53 shoulder safety improvements (proximity 4800 block +/-); Curve warning signs installed
- Fire Station signs along roadway by Fork Union Fire Station on Route 15 installed
- Speed limit and signage study at intersection of Route 761 and Route 620 installed
- Rt. 613 Bybees Church Rd, Centerline Markings; Road segment does not meet minimum width requirements

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 and grading work completed
- Route 53 Edge Line Rumble Strips, County Line to Route 600

Area Land Use

Fluvanna County Plan/Plat Review - Received September-October 2019							
Project Name	Routes/Address	Submission Type	VDOT Contact	VDOT Received Date	Locality Due Date	VDOT Comment Date	Status
Fork Union Fire Training Building	15-TMP 51-A-129	Site Plan,	John Wilson	9/4/2019	10/18/2019	9/10/2019	Review Complete - Acceptable
Jessica Gahan/K9 Life LLC	15-Starlite Park	Special Exception,	John Wilson	9/5/2019	9/12/2019	9/10/2019	Review Complete - Acceptable
Howard brown "Wahoo BBQ"	53-Thomas Jefferson Pkwy	Site Plan,	John Wilson	9/12/2019	10/25/2019	10/17/2019	Review Complete - Revision Required
Carbon Core Final Site Plan revised	1021-Zion Station Road	Site Plan,	Mark Wood	9/18/2019	11/1/2019	9/19/2019	Review Complete - Acceptable
Albemarle Fire Arms AM-E	15-6690 James Madsion Hwy, Fork Union, VA 23033	Preliminary Plan,	John Wilson	10/2/2019	11/15/2019		Review Underway
County Waste LLC	250-TMP 5-7-9A	Pre-Application Plan, Preliminary Plan,	John Wilson	10/3/2019	10/10/2019	10/7/2019	Review Complete - Acceptable
Lane Self Storage	15-0.2 Miles south of 15/250 Intersection	Site Plan,	John Wilson	10/17/2019	11/29/2019		Review Underway

- Colonial Circle Community Meeting @ Effort Baptist Church – April 28, 2019
- Zions Crossroads Small Area Plan in review

Maintenance Activities

VDOT crews in Palmyra and Zion Crossroads Area HQ have responded to **235** Work Orders in FY20. Top actives have been dead animal removal and fallen tree/limb clearing.

BOS Manual:

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

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

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

TAB J

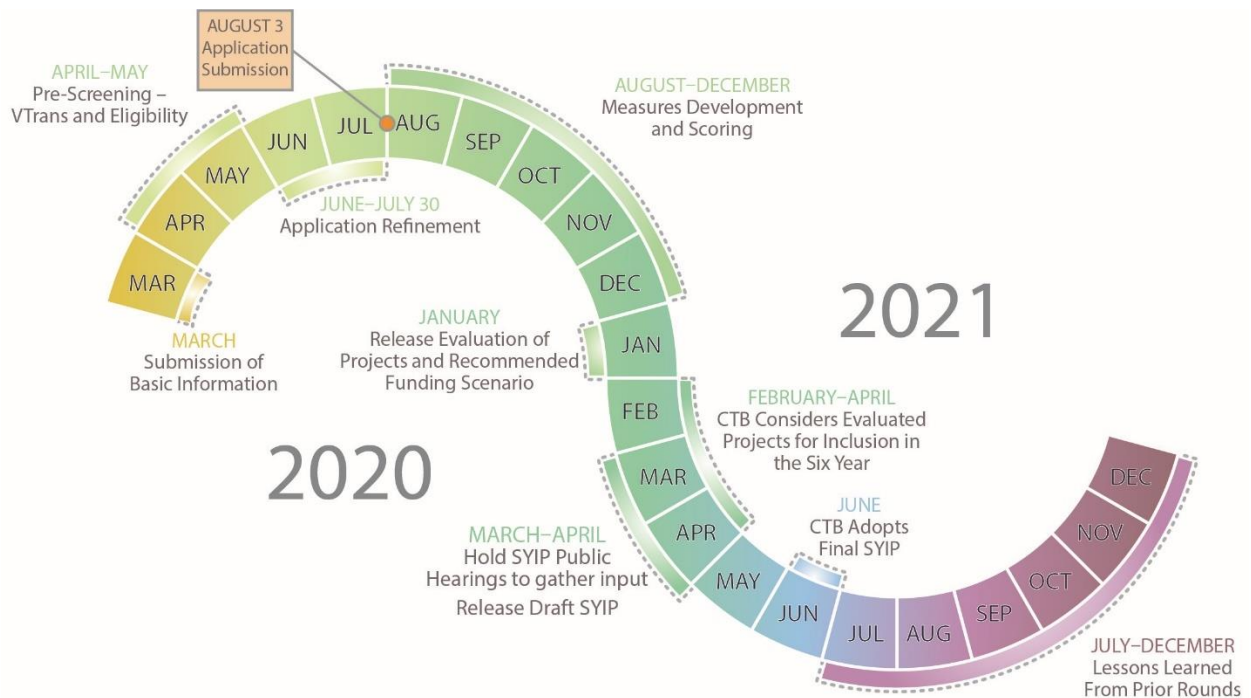
MEETING DATE:	November 6, 2019				
AGENDA TITLE:	Preparing for SMART SCALE Round 4 Presentation				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Bethel Kefyalew, Asst. Residency Administrator VDOT				
RECOMMENDATION:					
TIMING:					
DISCUSSION:					
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:	VDOT Preparing for SMART SCALE Round 4 Presentation				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



Preparing for SMART SCALE Round 4: Schedule

PROPOSED SCHEDULE:

Although not finalized by the CTB (vote scheduled in December after Fall Transportation Meetings), SMART SCALE Round 4 is anticipated to follow the schedule and key dates shown below:



KEY DATES

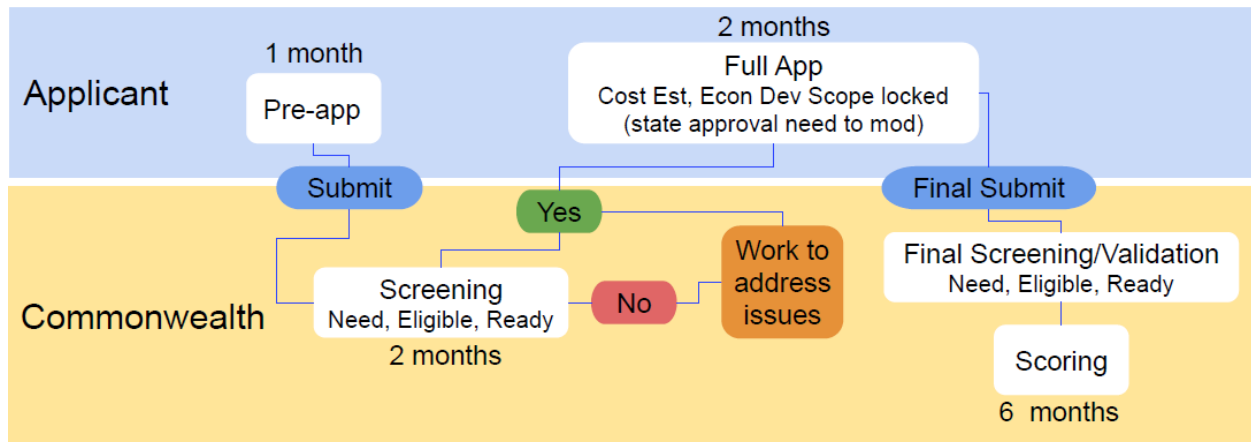
MARCH 5, 2020	<ul style="list-style-type: none"> Mandatory pre-application intake period opens (more details below).
APRIL 2, 2020	<ul style="list-style-type: none"> Submission deadline for pre-applications. <i>Pre-applications must be submitted by 5PM.</i>
APRIL 2 – JUNE 1, 2020	<ul style="list-style-type: none"> Pre-application screening review, conducted by VDOT/DRPT staff. At close of pre-applications screening, applicants will know which pre-applications can advance. <i>During this time applicants could not access the pre-application OR the full application.</i>
JUNE 1, 2020	<ul style="list-style-type: none"> Full application development period opens.
AUGUST 3, 2020	<ul style="list-style-type: none"> Submission deadline for full applications. <i>Full applications must be submitted by 5pm.</i>
JANUARY 2021	<ul style="list-style-type: none"> Release of project prioritization and base allocation scenario. Presentation to the CTB.
JANUARY 2021 – JUNE 2021	<ul style="list-style-type: none"> CTB member meetings, public meetings, funding scenario review. CTB approves SYIP in June 2021.



Preparing for SMART SCALE Round 4: Application Development

PROPOSED APPLICATION DEVELOPMENT AND SUBMITTAL PROCESS:

The SMART SCALE Round 3 process introduced the mandatory pre-application, a tool that allowed the state to assess the proposed project while the application is still under development to determine screen out risk and scope readiness. In Round 3 applicants could create and submit an unlimited number of pre-applications and were only limited by the number of pre-applications that could be presented for pre-screening. The SMART SCALE Round 4 application development and submittal process is anticipated to follow the process shown below:



Under the proposed policy changes for Round 4, applicants would still be able to create an unlimited number of pre-applications, but applicants could only submit a maximum number of pre-applications equal to the application limits established in Round 3, plus 1 backup pre-application for tier 1 applicants or plus 2 backup pre-applications for tier 2 applicants. See table below:

Tier	Population Thresholds		Maximum Number of Full Applications	Maximum Number of Pre-Applications
	Localities	MPO's/PDCs/Transit Agencies		
1	Less than 200,000	Less than 500,000	4	4+1
2	Greater than 200,000	Greater than 500,000	10	10+2

The plus 1 or plus 2 backups will be available to applicants, if any of the core group pre-applications are screened out. Backup pre-applications would only be useable in the event of a pre-application screen out. Also it is still possible that a backup application could be screened out as well.

Under the proposed changes, all pre-applications would be pre-screened by the state.

If/When the pre-application clears the screening process, the draft full application will be created and the applicant can begin development of the full application. As with Round 3, applicants will be limited to their application cap when submitting final applications.

Another proposed change for Round 4, would be ***the requirement to include initial cost estimates in the pre-application.*** In developing Round 4 applications, Applicants need to assume that SS funds will not be available until FY 2026 (or FY 2027).



Preparing for SMART SCALE Round 4: Project Screening

PROPOSED PROJECT SCREENING:

The SMART SCALE Round 3 process employed three CTB-approved screening decisions:

- Does the project meet a VTrans need?
- Is the project eligible for SMART SCALE?
 - Studies, state of good repair, projects that are majority maintenance or asset replacement.
- Is the project ready?
 - If the project is a proposed new grade separated interchange on existing limited access facility, does it have a completed IJR with a preferred alternative?
 - If the project is a proposed modification to an existing access on a limited access facility, does it have a completed IMR or planning study with a preferred alternative?
 - If the project is a proposed grade separated intersection at an existing at-grade intersection, does it have a completed planning level study that includes the evaluation of at-grade alternatives and identifies a preferred alternative?
 - If the project is a proposed new traffic signal, does it meet VDOT spacing standards and have an approved SJR? Can the applicant show that innovative intersection improvements were considered?
 - If the project is a proposed new facility, does it have a completed alternatives analysis with a preferred alternative indicating the new facility is the most appropriate option?
 - If the project is a major widening (the addition of two or more general purpose lanes), does it have completed alternatives analysis with a preferred alternative indicating that the widening is the most appropriate option?
 - Does the project include a resolution of support from the Governing Body, approved in a public forum with adequate public notice, is required at the time of application?
 - Does the project have any NEPA documentation that can be provided in the application?

Proposed SMART SCALE Round 4 screening revisions are proposed for only the VTrans Needs and the Project Readiness Criteria.

- VTrans needs are in the process of being updated and should be finalized by December 2019.
- Additional project readiness criteria is proposed for Major Transit Capital Investment Projects (BRT/Light Rail) including:
 - For investments greater than \$2M then applicant must provide a copy of a completed corridor plan, site plan, Transit Development Plan (TDP), comprehensive plan, long-range transportation plan, detailed cost estimate, or federally required planning documents such as NEPA and Section 106.
 - A locally preferred alternative (LPA) must be identified for all fixed guideway service projects prior to application submission.
 - A feasibility or site selection study must be provided for any passenger facility projects that seek funding for land purchases.
 - A feasibility study must be provided for any proposed new transit service.
 - For transit projects less than \$2M the project must be referenced in the Transit Development Plan (TDP).

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

TAB K

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	Children's Services Act Semi-Annual Report				
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):	Bryan Moeller, CSA Coordinator				
PRESENTER(S):	Bryan Moeller, CSA Coordinator				
RECOMMENDATION:					
TIMING:	Current				
DISCUSSION:	<ul style="list-style-type: none"> • Review of Purchases of Services from the Children's Services Act during FY19 • Summary of demographics during FY19 • Summary of long-term strategy • Discussion of increased costs in Private Day Placements 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

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

TAB L

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	Burn Building 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
			XX		
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:					
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • Final designs have been completed. • The next step would be to get approval from Fire Programs to move forward. • Total Project Estimate: \$954,544 • After discussions with the committee it has been decided to forgo the concrete roof and go with a wood framed with asphalt shingles. • With this change the project estimate would change to closer to \$675,000, with \$450,000 paid by the grant. • The committee had a long discussion as to how to cut costs even further, however, they feel changes to the basic design would impact training efficiency. 				
FISCAL IMPACT:	N/A				
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 M

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	Water tower Logo and Color Options 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):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	None				
TIMING:	Routine				
DISCUSSION:	This presentation will update the BOS on designs for the ZXR Water Tower logo and color.				
FISCAL IMPACT:	N/A				
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:	November 6, 2019				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Oct 2, 2019 Adjourned Meeting Minutes.				
MOTION(s):	I move the adjourned meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday, October 2, 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):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Minutes for October 2, 2019				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
ADJOURNED REGULAR MEETING MINUTES
Morris Room, County Administration Building
October 2, 2019
Adjourned Regular Meeting 5:30pm**

MEMBERS PRESENT: John M. (Mike) Sheridan, Columbia District, Chair
Mozell Booker, Fork Union District
Patricia Eager, Palmyra District
Donald W. Weaver, Cunningham District

ABSENT: Tony O’Brien, Rivanna District, Vice Chair

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

1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE
At 5:30pm Chair Sheridan called to order the Adjourned Regular Meeting of October 2, 2019.

14 - ADJOURN

MOTION:	Adjourn the adjourned Regular Meeting of Wednesday, October 2, 2019 at 5:30pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second	Motion			
VOTE:	Yes	Yes	Absent	Yes	Yes
RESULT:	4-0				

ATTEST: FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

John M. Sheridan
Chair

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

TAB O

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Oct 16, 2019 Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday, October 16, 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):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Minutes for October 16, 2019				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
October 16, ,2019
Regular Meeting 7:00pm

MEMBERS PRESENT: John M. (Mike) Sheridan, Columbia District, Chair
Tony O’Brien, Rivanna District, Vice Chair (left meeting at 10:03pm)
Mozell Booker, Fork Union District
Patricia Eager, Palmyra District
Donald W. Weaver, Cunningham District

ABSENT: None.

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

1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE

At 7:03pm Chair Sheridan called to order the Regular Meeting of October 16, 2019.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

MOTION:	Accept the Agenda, for the October 16, 2019 Regular Meeting of the Board of Supervisors.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second				Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

SPECIAL PRESENTATION

VACO Longevity Award – Eric Dahl, County Administrator presented the Virginia Association of Counties Supervisor Service Award for 30 years of public service to Cunningham District Supervisor Donald Weaver.

SPECIAL ACTION ITEM AND PRESENTATION

Proclamation Celebrating Lake Monticello’s 50th Anniversary – Eric Dahl, County Administrator

MOTION:	Approve the Proclamation Celebrating the 50th Anniversary of Lake Monticello.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Second	Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Presentation of Lake Monticello’s 50th Anniversary Proclamation – Eric Dahl, County Administrator presented the Proclamation celebrating Lake Monticello’s 50th Anniversary to Lake Monticello Owners’ Association President: Rich Barringer, Lake Monticello Owners’ Association Vice-President: Tom Braithwaite, Lake Monticello Owners’ Association Secretary: Bing Spitler, Lake Monticello Owners’ Association Director: John Williamson, and Steve Hurwitz , General Manager Lake Monticello Owners’ Association.

4 - COUNTY ADMINISTRATOR’S REPORT

Mr. Dahl reported on the following topics:

- **CVEC Helping Parks & Recreation**
 - Carysbrook baseball field had 4 lights go out last week.
 - Central Virginia Electric Cooperative (CVEC) allowed two of their linemen, Jeff Johnson and Alan Thacker, time on October 10 to do some Community Service and replace the light bulbs.
 - Replacing the bulbs requires at least a 60-foot bucket truck.
- **Wahoo BBQ**
 - Business Contact: Howie Brown
 - Award winning Wahoo BBQ opened October 11th.
 - They will be a BBQ joint with a country store front.
 - The old Cunningham Market on Route 53, will continue the tradition of great food.

Join Fluvanna County for our 15th Annual Halloween Festival!

- **Friday, October 25, 5:00 - 8:30 pm at the Fluvanna County Library**
 - Arts & Crafts - Magic Show – Movie

- Free Popcorn during movie!
- **Saturday, October 26, 6:00 - 8:30 pm at the Pleasant Grove Pole Barn**
 - Semi-Scary Hayrides!
 - Crafts & Games
 - Costume Contests - 4 Age Groups - Judging @ 7:30 pm
 - Jack-O-Lantern Contest, carve at Home – Judging @ 8:00pm
 - 2 Age Groups - 12 and younger, 13 and older
- **Thursday, October 31, from 5:30 to 7:00 pm Trunk or Treat in the Village of Palmyra**
 - Hosted by the Fluvanna County Circuit Court and Company 1, Palmyra Fire Department.
 - The parking lot for the Heritage Rail Trail, across from the Courthouse.
 - Co. 1, Palmyra Fire Dept. Parade begins at 7:00 pm
 - Costume Contest to follow on the Historic Courthouse steps.
- **Zion Crossroads Elevated Water Storage Tank**
 - Construction Underway
- **Holiday Lake 4-H Educational Center Resolution?**
 - Request \$332K funding from the Commonwealth for essential capital safety projects
 - Upgrade Medical Clinic facility/equipment, PA System, ADA improvements, Emergency Generator, Exterior Security Lighting, Infrastructure Upgrades
- **Burn Prohibition or Burn Ban?**
 - Fire Risk Public Information (DONE)
 - Burn Prohibition
 - Burn Ban (39 localities)
 - Oct 15th -Nov 30th start of fall wildfire season in VA
 - Governor Issued Statewide Drought Watch Advisory
- **Next BOS Meetings:**

Day	Date	Time	Purpose	Location
Wed	Nov 6	4:00 PM	Regular Meeting	Courtroom
Wed	Nov 20	5:30pm	IAC Dinner for BOS	Morris Room
Wed	Nov 20	7:00 PM	Regular Meeting	Courtroom
Wed	Dec 4	4:00 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

SUP 19:08—*Jessica Gahan/K-9 Life LLC*—Brad Robinson, Senior Planner requested the Board of Supervisors approve the request to approve a special use permit application to establish a commercial kennel within an existing building at 21453 James Madison Highway. The applicant currently operates “K9 Life LLC” in Albemarle County and desires to relocate this business to Zion Crossroads. The business offers dog daycare, training, classes and boarding.

If approved, Staff recommends the following conditions:

1. Prior to development of the site, a sketch plan that meets the requirements of the Fluvanna County Zoning Ordinance must be submitted for review and approval.
2. The site must meet all Virginia Department of Transportation requirements.
3. Animal waste shall be disposed of in a manner acceptable to the Virginia Department of Health.
4. Crematoria or land burial of animals in association with a commercial kennel shall be prohibited.
5. No more than thirty (30) dogs shall be permitted on the premises at any given time. Dogs shall be housed indoors between the hours of 9 pm and 5 am.
6. All outdoor runs, training areas or pens shall be screened from view of adjacent properties and roadways. Removal of vegetation along the property line adjoining Tax Map 5-A-53 shall be prohibited in order to maintain screening.

Board of Supervisors Minutes

7. The property shall be maintained in a neat and orderly manner so that the visual appearance from the road and adjacent properties is acceptable to County officials.
8. The Board of Supervisors, or its representative, reserves the right to inspect the property for compliance with these conditions at any time.
9. Under Sec. 22-17-4 F (2) of the Fluvanna County Code, the Board of Supervisors has the authority to revoke a Special Use Permit if the property owner has substantially breached the conditions of the Special Use Permit.

At 7:29pm Chair Sheridan opened Public Comments. With no one wishing to speak, Chair Sheridan closed Public Comments at 7:29pm.

MOTION:	Approve SUP 19:08, a request to establish a commercial kennel, with respect to 1.27 acres of Tax Map 5, Section A, Parcel 54, [if approved] subject to the nine (9) conditions listed in the staff report.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second	Motion			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ZTA 19:03—Sycamore Square Lot 114 Vacation—Douglas Miles, Community Development Director requested the Board of Supervisors approve the proposed Ordinance of Vacation and Quitclaim Deed which will vacate the dedication to public use of Lot 114, Sycamore Square Subdivision, as shown and described by notation on the plat of Sycamore Square Subdivision, recorded in Plat Book 2 page 247.

At 7:43pm Chair Sheridan opened Public Comments.
Linda Staiger, 2949 Ridge Road, Palmyra, VA 22963, is involved in a community project for FLDP and expressed a desire to use the lot for an artist and farmer’s market. She suggested the publicly owned land is in an ideal location for the market or another use in the future.

Cathy Swenson Miller, 94 Fairview Lane, also a member of the FLDP artisan and farmer cooperative project, suggested the proximity to such a dense population would make the property potentially valuable for future use.

James Kelly, 363 Manor Blvd, asked The Board to act conservatively and hold the property for future use though there are no current plans to use the lot for its intended proffered use.
With no one else wishing to speak, Chair Sheridan closed Public Comments at 7:47pm.

After a brief discussion, The Board decided to defer the vote on *ZTA 19:03—Sycamore Square Lot 114 Vacation* for a year.

MOTION:	Defer an ordinance to vacate the dedication to public use of a certain Subdivision Plat with respect to Lot 114 of Sycamore Square Subdivision.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second		Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

7 - ACTION MATTERS

Authorization to Advertise to Hold a Public Hearing on Ordinance amendment of Code Chapter 8, section 8-1 –
Debbie Smith, Emergency Management Coordinator

MOTION:	Authorize staff to advertise a Public Hearing to be held on November 20, 2019 in order to receive public comment on a proposed amendment of Chapter 8 of the Fluvanna County Code.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion				Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Board of Supervisors Minutes
CRA Project Agreement # 3 - Fork Union Fire Training Building –Bidding & Construction Administration - Cyndi Toler, Purchasing Officer presented updates to the Burn Building project and designs to the building submitted by the architect.

- As part of the grant funding provided by VDFP for the construction of a burn building in Fluvanna County, \$30,000 is provided strictly for engineering services.
- \$44,860 has already been spent on A&E Services with the soil testing, site plan and building design.
- This project agreement is to have bidding & construction administration services
- The final design is nearing completion and we are preparing for Approval from VDFP to be able to start the IFB process.
- Approval would reduce BOS Contingency and increase CIP Project for the Burn Building by \$7,120

MOTION:	Approve/defer/deny a supplemental appropriation of \$7,120 from the BOS Contingency budget to the CIP project budget for the F&R BURN BUILDING, to increase the funds necessary for Project Agreement 3.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:					
VOTE:					
RESULT:					

After discussion, The Board decided to defer voting on Project Agreement #3 until next meeting November 6, 2019. Due to the deferment of Project Agreement #3, no action was required for or taken on the supplemental appropriation of \$7,120 from the BOS contingency budget to the CIP project budget.

MOTION:	Defer Project Agreement # 3 between Fluvanna County and Crabtree, Rohrbaugh & Associates, Inc. to complete the BURN BUILDING BIDDING & CONSTRUCTION ADMINISTRATION SERVICES totaling \$7,120.00, 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:	5-0				

7A – BOARDS AND COMMISSIONS

MOTION:	Move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s): - Monticello Area Community Action Committee, Tamika Braveheart, October 16, 2019 and end December 31, 2022. - Region Ten Community Services Board, Edna C. Harris, October 16, 2019 and end December 31, 2019.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion				Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

8 - PRESENTATIONS

EDTAC Semiannual Presentation – Bryan Rothamel, Economic Development Coordinator and Tricia Johnson, Vice Chair of EDTAC Committee presented an update of the EDTAC projects including:

- The Virginia “LOVE” sign
 - EDTAC is partnering with the schools CTE program to design and build a LOVE Sign at Pleasant Grove.
 - The Engineering department will design. Ag and Woodworking departments will build. The Art department will decorate.
 - We will utilize the LOVEworks Grant that Virginia Tourism Corporation offers (\$1,500 reimbursement grant).
 - The idea is to have a solid LOVE that can be painted and repainted as desired.
 - The Art students have an idea of the letters
 - meaning something (ex: Grow, Build, Learn, Play.)
- “101 things to do in Fluvanna” list of ongoing tourism activities.

- EDTAC is curating a list of 101+ things to do in Fluvanna.
 - The list will be on the website, promoted on social media, included on rack cards, etc.
 - This will be an ongoing list that can change as items are added or no longer occur. Businesses can include their events.
 - We currently have 60 items with descriptions and 60 more needing to be written.
- Certified Tourist Information Center
 - Pleasant Grove House is close to qualify to be a certified tourist information center (CTIC).
 - EDTAC will be responsible for the last step of getting brochures from every other CTIC in Virginia (approx. 75). We have room in the museum to display the brochures.
 - This will enable us to be in the VA Welcome Centers for free (currently a \$1,200 cost we pay yearly). Economic Development had budgeted to pay the \$1,200 in FY20 but will use those funds for any one-time costs we may incur to apply to be a CTIC.
 - Becoming certified was part of the Tourism Strategic Plan the BOS approved. No additional staff hours are required.

Water Tower Logo and Color Options Update – Eric Dahl, County Administrator asked The Board to decide on a base color for the Zion Crossroads Water Tower. The Board decided unanimously on Horizon Blue.

9 - CONSENT AGENDA

The following items were discussed before approval:

- N – CRMF - PW20-003 – Equipment – Dale Critzer, Assistant Director of Public Works
- O – CRMF - PW20-005 - Additional Dog Park Erosion Control Cost - Liz Mclver, Management Analyst
- P – FY20 FCPS Grants Supplemental Appropriation - Liz Mclver, Management Analyst
- Q – Accounts Payable Report for September 2019 – Mary Anna Twisdale, Finance Director

The following items were approved under the Consent Agenda for October 16, 2019:

- *Minutes of Elected Officials Breakfast October 1, 2019* – Caitlin Solis, Clerk to the Board
- *Minutes of October 2, 2019* – Caitlin Solis, Clerk to the Board
- *FY20 DMV US DOT Highway Safety Funds Grant Award* - David Wells, Chief of Field Operations
- *Proclaiming October Breast Cancer Awareness Month*—Eric Dahl, County Administrator
- *CRMF - PW20-003 – Equipment* – Dale Critzer, Assistant Director of Public Works
- *CRMF - PW20-005 - Additional Dog Park Erosion Control Cost* - Liz Mclver, Management Analyst
- *FY20 FCPS Grants Supplemental Appropriation* - Liz Mclver, Management Analyst
- *Accounts Payable Report for September 2019* – Mary Anna Twisdale, Finance Director

MOTION:	Approve the consent agenda, for the January 1, 2019 Board of Supervisors meeting, and to ratify Accounts Payable and Payroll for September 2019 in the amount of \$3,759,231.38.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second				Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

10 - UNFINISHED BUSINESS

TBD

11 - NEW BUSINESS

TBD

12 - PUBLIC COMMENTS #2

At 8:40pm Chair Sheridan opened the second round of Public Comments.
With no one wishing to speak, Chair Sheridan closed the second round of Public Comments at 8:41pm.

MOTION:	At 8:41pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.6, & A.19 of the Code of Virginia, 1950, as amended, for the purpose of discussing Investment of Funds, and Public Safety.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second		Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	At 10:47pm, 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	Absent	Yes	Yes
RESULT:	4-0				

14 - ADJOURN

MOTION:	Adjourn the regular meeting of Wednesday, October 16, 2019 at 10:48pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion	Second			
VOTE:	Yes	Yes	Absent	Yes	Yes
RESULT:	4-0				

ATTEST: FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

John M. Sheridan
Chair



Capital Reserve Maintenance Fund Request

TAB P

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$9,800.00** for the purpose(s) of:

inspecting, cleaning, and leveling the synthetic field at FCHS along with replacing the LAX goal areas that have been worn down to an unsafe standard.

Section 1 - REQUEST

Requesting Department/Agency FCPS	Dept/Agency Contact Don Stribling	Date of Request 10/22/2019
Phone (434) 589-5948	Fax (434) 589-5393	Fiscal Year FY20

Reserve Fund Purpose Category: **Ongoing facility or equipment maintenance requirements**

Description of Project/Repair	Qty	Unit Price	Total Price
Field inspection, debris removal, disinfectant, and leveling of surfaces	1	\$5,400.00	\$5,400.00
Removal and replacement of two half circles (LAX goal areas)	1	\$4,400.00	\$4,400.00
			\$0.00
			\$0.00

Total Request: **\$9,800.00**

Description and justification for proposed use.

The current synthetic field at FCHS has multiple areas that are not level and are worn down due to continued use and play. Leveling and replacing the current areas will assist in decreasing the likelihood of an athletic injury to our student athletes.

Department/Agency Head Name Don Stribling	Signature Don Stribling <small>Digitally signed by Don Stribling DN: cn=Don Stribling, o=FCPS, ou=FCPS, email=dstribling@apps.fluco.org, c=US Date: 2018.08.21 13:12:45 -04'00'</small>	Date 10/22/2019
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Section 2 - REVIEW

Recommended? <input type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director <i>Mary Anna Twisdale</i> Mary Anna Twisdale 2019.10.22 15:45:09 -04'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator <i>Eric Dahl</i> Digitally signed by Eric Dahl Date: 2019.10.22 09:46:13 -04'00'	Date

Section 3 - BOARD OF SUPERVISORS

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

TAB Q

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

Provide \$16,600.00 from the Capital Reserve Maintenance Fund to pay the costs of:

To replace a total of 80 batteries for the E-911 UPS power back up system located in the Public Safety Building .


Section 1 - REQUEST

Requesting Dept. / Agency: Public Works PW20-004		Dept / Agency Contact: Dale Critzer	Date of Request: Oct 22, 2019
Phone: (434) 591-1925	Fax: (434) 591-1924	email: dcritzer@fluvannacounty.org	Fiscal Year: FY20
Reserve Fund Purpose Category: Unexpected facility repairs or replacements			
Description of Project/Repair	Qty	Unit Price	Total Price
Remove old batteries from 2 cabinets and install new batteries (Total of 80)	80	\$195.00	\$15,600.00
Contingency for repairs if any are found	1	\$1,000.00	\$1,000.00
Total Request:			\$16,600.00

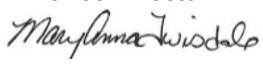

Description and Justification for Proposed Use

The UPS (Uninterrupted Power Supply) system is used as power back up in the event of generator failure during a power outage for the Emergency Operations Center . The batteries have exceeded their life span according to the annual inspection.

Battery replacement will be budgeted as an operational cost in the Facilities operations budget going forward.

Department / Agency Head Name: Dale Critzer / Assistant Director	Signature  Digitally signed by Dale Critzer Date: 2019.10.09 11:53:14 -04'00'	Date 2019/10/22
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Section 2 - REVIEW

Recommended? <input type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director  Mary Anna Twisdale 2019.10.22 17:11:49 -04'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator  Digitally signed by Eric Dahl Date: 2019.10.22 17:19:45 -04'00'	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date:	Comments:
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UPS BATTERY
CABINET #2





Capital Reserve Maintenance Fund Request

TAB R

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

Provide \$18,663.00 from the Capital Reserve Maintenance Fund to pay the costs of:


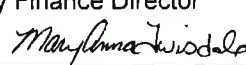

Replacement of Treasurers office front lobby concrete floor and inspection of back lobby floor .

Section 1 - REQUEST

Requesting Dept. / Agency: Public Works PW20-006		Dept / Agency Contact: Dale Critzer	Date of Request: Oct 22, 2019
Phone: (434) 591-1925	Fax: (434) 591-1924	email: dcritzer@fluvannacounty.org	Fiscal Year: FY20
Reserve Fund Purpose Category: Unexpected facility repairs or replacements			
Description of Project/Repair	Qty	Unit Price	Total Price
Remove old concrete floor and replace with new concrete	1	\$14,000.00	\$14,000.00
Reinstall VCT flooring in front lobby and test /repair back lobby floor	1	\$2,463.00	\$2,463.00
Miscellaneous repairs and paint	1	\$700.00	\$700.00
Contingency if other repairs are needed	1	\$1,500.00	\$1,500.00
Total Request:			\$18,663.00

Description and Justification for Proposed Use

Called to Treasurers office and investigated a raised area of the front lobby. Upon investigation we determined the floor had raised about 3 inches in a slightly curved shape . As time progressed the raised area became increasingly unsafe . Investigation found the substrate over many years had absorbed moisture and deteriorated causing the original Terrazzo Tile floor to separate and bulge upward . The entire front lobby concrete floor will be removed and new concrete poured with new VCT floor installed . We will also investigate the back lobby to determine if the same issue exist there .

Department / Agency Head Name: Dale Critzer / Assistant Director		Signature  Digitally signed by Dale Critzer Date: 2019.10.22 10:25:10 -04'00'	Date 2019/10/22
Section 2 - REVIEW			
Recommended? <input type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director  Mary Anna Twisdale 2019.10.23 13:54:55 -04'00'		Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator  Digitally signed by Eric Dahl Date: 2019.10.23 10:43:08 -04'00'		Date
Section 3 - BOARD OF SUPERVISORS			
Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date:	Comments:	



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

TAB S

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	Department of Health Agreement				
MOTION(s):	I move the Board of Supervisors approve the agreement between the County of Fluvanna, Virginia, and the Commonwealth of Virginia Department of Health, for the operation of the Fluvanna County Health Department using \$277,884.00 local funds and further authorize the County Administrator to execute the agreement.				
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:	Approve				
TIMING:	Routine				
DISCUSSION:	This is an annual agreement between Fluvanna and the State Department of Health for the funding of the Fluvanna County Health Department. Fluvanna County's portion of the funding averages between 33-34% of the total operating budget annually. The agreement outlines services that the Health Department will offer citizens of the county.				
FISCAL IMPACT:	Budgeted				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:					
ENCLOSURES:	Statement of Agreement with the Board of Supervisors of Fluvanna County				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	x	x	x		

AGREEMENT BETWEEN THE VIRGINIA DEPARTMENT OF HEALTH AND THE FLUVANNA COUNTY BOARD OF SUPERVISORS FOR FUNDING AND SERVICES OF THE FLUVANNA COUNTY HEALTH DEPARTMENT

This agreement ("Agreement") for the services to be provided by the Fluvanna County Health Department and the funding therefore is by and between the Virginia Department of Health ("VDH") and the Fluvanna County Board of Supervisors (collectively "the Parties").

The Agreement is created in satisfaction of the requirements of § 32.1-31 of the Code of Virginia (1950), as amended, in order to operate the Fluvanna County Health Department under the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows.

§ 1. VDH, over the course of one fiscal year, will pay an amount not to exceed \$280,478.00, from the state general fund to support the cooperative budget in accordance with, and dependent upon, appropriations by the General Assembly, and in like time frame, the Board of Supervisors of Fluvanna County will provide by appropriation and in equal quarterly payments a sum of \$179,149.00 local matching funds and \$98,735.00 one-hundred percent local funds for a total of \$277,884.00 local funds for this fiscal year.

In addition, the Board of Supervisors has approved the Fluvanna County Health Department to carry forward \$0.00 in local matching funds for a total of \$0.00 matching funds and an additional \$0.00 in one-hundred percent local funds from the prior fiscal year closing locality balance.

These joint funds will be distributed in timely installments, as services are rendered in the operation of the Fluvanna County Health Department, which shall perform public health services in Fluvanna County as indicated in Attachment A(1.), and will perform services required by local ordinances as indicated in Attachment A(2.). Payments from the local government are due on the third Monday of each fiscal quarter.

§ 2. The term of the agreement begins July 1, 2019. This Agreement will be automatically extended on a state fiscal year to year renewal basis under the existing terms and conditions of the Agreement unless timely written notice of termination is provided by either party. Such written notice shall be given at least 60 days prior to the beginning of the fiscal year in which the termination is to be effective.

§ 3. The Commonwealth of Virginia ("Commonwealth") and VDH shall be responsible for providing liability insurance coverage and will provide legal defense for state employees of the local health department for acts or occurrences arising from performance of activities conducted pursuant to state statutes and regulations.

- A. The responsibility of the Commonwealth and VDH to provide liability insurance coverage shall be limited to and governed by the Commonwealth of Virginia Public Liability Risk Management Plan, established under § 2.2-1837 of the Code of Virginia (1950), as amended. Such insurance coverage shall extend to the services specified in Attachments A(1.) and A(2.), unless the locality has opted to provide coverage for the employee under the Public Officials Liability Self-Insurance Plan, established under § 2.2-1839 of the Code of Virginia (1950), as amended, or under a policy procured by the locality.
- B. The Commonwealth and VDH will be responsible for providing legal defense for those acts or occurrences arising from the performance of those services listed in Attachment A(1.), conducted in the performance of this contract, as provided for under the Code of Virginia and as provided for under the terms and conditions of the Commonwealth of Virginia Public Liability Risk Management Plan.

- C. Services listed in Attachment A(2.), any services performed pursuant to a local ordinance, and any services authorized solely by Title 15.2 of the Code of Virginia (1950), as amended, when performed by a state employee, are herewith expressly exempted from any requirements of legal defense or representation by the Attorney General or the Commonwealth. For purposes of assuring the eligibility of a state employee performing such services for liability coverage under the Commonwealth of Virginia Public Liability Risk Management Plan, the Attorney General has approved, pursuant to § 2.2-507 of the Code of Virginia (1950), as amended, and the Commonwealth of Virginia Public Liability Risk Management Plan, the legal representation of said employee by the city or county attorney, and, the Board of Supervisors of Fluvanna County hereby expressly agrees to provide the legal defense or representation at its sole expense in such cases by its local attorney.
- D. In no event shall the Commonwealth or VDH be responsible for providing legal defense or insurance coverage for local government employees.

§ 4. Title to equipment purchased with funds appropriated by the local government and transferred to the Commonwealth, either as match for state dollars or as a purchase under appropriated funds expressly allocated to support the activities of the local health department, will be retained by the Commonwealth and will be entered into the Virginia Fixed Asset Accounting and Control System. Local appropriations for equipment to be locally owned and controlled should not be remitted to the Commonwealth, and the local government's procurement procedures shall apply in the purchase. The locality assumes the responsibility to maintain the equipment and all records thereon.

§ 5. This Agreement may only be amended or otherwise modified by an instrument in writing signed by the Parties.

Robert W. Hicks
Deputy Commissioner for Community Health Services
Virginia Department of Health

Local authorizing officer signature

Date

Authorizing officer printed name

Denise Bonds, MD, MPH
District Health Director
Thomas Jefferson Health District

Authorizing officer title

Date

Date

Approved as to form by the Office of the Attorney General on July 23, 2018

Attachments: Local Government Agreement, Attachment A(1.)
Local Government Agreement, Attachment A(2.)

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT (32.1-11)

For Each Service Provided, Check Block for Highest Income Level Served			
COLLABORATIVE COMMUNITY HEALTH IMPROVEMENT PROCESS	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Assure that ongoing collaborative community health assessment and strategic health improvement planning processes are established. To include public health, health care systems and community partners. As provided for in §32.1-122.03 Code Link- <u>32.1-122.03</u> ; State Health Plan Link <u>Virginia Plan for Well-Being 2016-2020</u>			X
COMMUNICABLE DISEASE SERVICES	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Immunization of patients against certain diseases, including Childhood Immunizations As provided for in 32.1-46 Code Link-32.1-46			X
Sexually transmitted disease screening, diagnosis, treatment, and surveillance 32.1-57, Districts may provide counseling Code Link-32.1-57			X
Surveillance and investigation of disease 32.1-35 and 32.1-39 Code Links-32.1-35, 32.1-39, 32.1-43			X
HIV/AIDS surveillance, investigation, and sero prevalence survey 32.1-36, 32.1-36.1, 32.1-39 Code Links-32.1-36, 32.1-36.1, 32.1-39			X
Tuberculosis control screening, diagnosis, treatment, and surveillance 32.1-49, 32.1-50.1, and 32.1-54 Code Links-32.1-49, 32.1-50, 32.1-50.1			X
FAMILY PLANING SERVICES	Income A only	Defined by Federal Regulations	All
Clinic services including drugs and Contraceptive supplies Family Planning Population Research Act of 1970, Title X Code Link-32.1-77, 42 U.S.C 300 et seq., and 42 CFR Part 59		X	
Pregnancy testing and counseling Family Planning Population Research Act of 1970, Title X Code Link-32.1-77, 42 U.S.C. 300 et seq., and 42 CFR Part 59\		X	

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT ([32.1-11](#))

CHILD HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Children Specialty Services; diagnosis, treatment, follow-up, and parent teaching 32.1-77, 32.1-89 and 32.1-90 Code Links 32.1-77 , 32.1-89 , 32.1-90			X
Screening for genetic traits and inborn errors of metabolism, and provision of dietary supplements Code Links 32.1-65 , 32.1-67 , 32.1-68			X
Well child care up to age <u>18</u> Board of Health Code Link 32.1-77	X		
WIC : Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link 42 U.S.C. § 1786; 7 C.F.R. Part 26		X	
EPSDT: DMAS MOA Social Security Act section 1905(r) (5) Code Link 32.1-11			X
Blood lead level testing Code Link 32.1-46.1 , 32.1-46.2			X
Outreach, Patient and Community Health Education Code Link 32.1-11 , 32.1-11.3 ,			X
Community Education Code Link 32.1-11 , 32.1-23			X
Pre-school Physicals for school entry Code Link 22.1-270			X
Services for Children with Special health care needs Title V, Social Security Act Code Link 32.1-77			X
Child restraints in motor vehicles Code Link 46.2-1095 , 46.2-1097			X
Babycare, Child : DMAS MOA			X
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Prenatal and post partum care for low risk and intermediate risk women, Title V, Social Security Act Code Link 32.1-77		X	
Babycare, Maternal : DMAS MOA		X	
WIC: Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link 42 U.S.C §1786 and 7CFR Part 26		X	

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICESENVIRONMENTAL HEALTH SERVICES
BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS

<p>The following services performed in accordance with the provisions of the Code of Virginia, the regulation of the Board of Health and/or VDH agreements with other state or federal agencies and VDH policies. Data regarding the below services shall be entered in, or exported to, the statewide environmental health database for all available data fields. Local health department staff shall be responsible for responding to all complaints, constituent responses, media inquiries, and Freedom of Information Act request related to the following services.</p>	
<p>Investigation of communicable diseases: Pursuant to §§ 32.1-35 and 32.1-39 of the Code of the Code of Virginia, the local health director and local staff are responsible for investigating any outbreak or unusual occurrence of a preventable disease that the Board of Health requires to be reported. Code Links-32.1-35, 32.1-39</p>	X
<p>Marinas: Pursuant to § 32.1-246 of the Code of Virginia, local health department staff are responsible for permitting marinas and other places where boats are moored and is responsible for inspecting them to ensure that their sanitary fixtures and sewage disposal facilities are in compliance with the Marina Regulations (12VAC5-570-10 et seq.) Code Link-32.1-246</p>	X
<p>Migrant labor camps: Pursuant to §§ 32.1-203-32.1-211 of the Code of Virginia, local health departments are responsible for issuing, denying, suspending and revoking permits to operate migrant labor camps. Local health departments also must inspect migrant labor camps and ensure that the construction, operation and maintenance of such camps are in compliance with the Rules and Regulations Governing Migrant Labor Camps (12VAC5-501-10 et seq.). Code Links-32.1 Chapter 6 Article 6</p>	X
<p>Milk: Pursuant to §§ 3.2-5206, 3.2-5208 of the Code of Virginia and the agency's MOA with VDACS, the local health department is responsible for issuing, denying, suspending and revoking permits for Grade "A" milk processing plants which offer milk and or milk products for sale in Virginia. Local health departments are also responsible for the inspection of Grade "A" milk plants for compliance with the Regulations Governing Grade "A" Milk (2VAC5-490-10). Code Links- 3.2-5206, 3.2-5208</p>	X
<p>Alternative discharging sewage systems: Pursuant to § 32.1-164(A) of the Code of Virginia, local health departments are responsible for issuing, denying and revoking construction and operation permits for alternative discharging systems serving individual family dwellings with flows less than or equal to 1,000 gallons per day on a monthly average. Local health departments are also required to conduct regular inspections of alternative discharging systems in order to ensure that their construction and operation are in compliance with the Alternative Discharging Sewage Treatment Regulations for Individual Family Dwellings (12VAC5-640-10 et seq.). Code Link-32.1-164</p>	X
<p>Onsite sewage systems: Pursuant to § 32.1-163 et seq. of the Code of Virginia, local health department staff is responsible for reviewing and processing site evaluations and designs of onsite sewage systems in accordance with applicable state regulations and may perform such evaluations and designs as allowed. Local health department staff is also responsible for issuing, denying and revoking construction and operation permits for conventional and alternative onsite sewage systems. Local health department staff are responsible for assuring that onsite sewage systems are inspected at time of construction for compliance with the Sewage Handling and Disposal Regulations (12VAC5-610-20 et seq.; "SHDR") and the Alternative Onsite Sewage System Regulations (12VAC5-613-10 et seq.; "AOSS Regulations"); local health department staff may perform such inspections as required. Local health department staff is also responsible for assuring the performance, operation, and maintenance of onsite sewage systems are in compliance with the SHDR and AOSS Regulations. Code Link-32.1-163</p>	X
<p>Rabies: Pursuant to § 3.2-6500 et seq. of the Code of Virginia, the local health department is responsible for investigating complaints and reports of suspected rabid animals exposing a person, companion animal, or livestock to rabies. Code Link- 3.2-6500</p>	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS

Restaurants/eating establishments: Pursuant to § 35.1-14 of the Code of Virginia, local health departments are responsible for issuing, denying, renewing, revoking and suspending permits to operate food establishments. In addition, local health departments are required to conduct at least one annual inspection of each food establishment to ensure compliance with the requirements of the Food Regulations (12VAC5-421-10 et seq.). These regulations include requirements and standards for the safe preparation, handling, protection, and preservation of food; the sanitary maintenance and use of equipment and physical facilities; the safe and sanitary supply of water and disposal of waste and employee hygiene standards. Code Link- 35.1-14	X
Hotels/Motels: In accordance with § 35.1-13 of the Code of Virginia, local health department staff is responsible for issuing, denying, revoking and suspending permits to operate hotels. The local health department is responsible for conducting inspections of hotels to ensure compliance with the Hotel Regulations (12VAC5-431-10 et seq.). These regulations include requirements and standards for physical plant sanitation; safe and sanitary housekeeping and maintenance practices; safe and sanitary water supply and sewage disposal and vector and pest control. Code Link-35.1-13	X
Wells: Pursuant to § 32.1-176.4, and the resulting authority provided by the Board, local health departments are responsible for issuing, denying and revoking construction permits and inspection statements for private wells. Local health departments are also responsible for inspecting private wells to ensure that their construction and location are in compliance with the Private Well Regulations. (12VAC5-630-10 et seq.) Code Link-32.1-176.4	X
Homes for adults: The local health department, at the request of the Department of Social Services (DSS), will inspect DSS-permitted homes for adults to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))	X
Juvenile Justice Institutions: Pursuant to § 35.1-23 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of juvenile justice institutions in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. Code Link-35.1-23	X
Jail inspections: Pursuant to § 53.1-68 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of correction facilities in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. Code Link-53.1-68	X
Daycare centers: At the request of DSS will inspect DSS-permitted daycare centers to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))	X
Radon Pursuant to § 32.1-229, local health department may assist VDH Central Office with Radon testing and analysis. Code Link-32.1-229.	X
Summer camps/ Campgrounds: Pursuant to §§ 35.1-16 and 35.1-17 of the Code of Virginia and the corresponding regulations, local health departments are responsible for issuing, denying, and revoking permits to operate summer camps and campgrounds. The local health department is responsible for conducting inspections of summer camps and campgrounds not less than annually to ensure that their construction, operation and maintenance are in compliance with the Regulations for Summer Camps (12VAC5-440-10 et seq.) and the Rules and Regulations Governing Campgrounds (12VAC5-450-10 et seq.). Code Links-35.1-16, 35.1-17	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OTHER PUBLIC HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS

The following services performed in accordance with the provisions of the Code of Virginia, the regulations of the Board of Health and/or the policies and procedures of the State Department of Health	
Pre-Admission Screenings (PAS) DMAS MOA Code Link- <u>32.1-330</u>	X
Comprehensive Services Act Community Policy and Management Teams (CPMT) 2.2-5201-2.2-5211 Code Link- <u>2.2-5201</u> , <u>2.2-5211</u>	X
Interagency Coordinating Council (Infants/Toddlers) Early Intervention Services Code Link- <u>2.2-5305</u> , <u>2.2-5306</u>	X
Vital Records Code Link- <u>32.1-254</u> , <u>32.1-255</u> , <u>32.1-272</u>	X
Immunizations for maternity and post-partum patients Code Link- <u>32.1-11</u> , <u>32.1-325</u> , <u>54.1-3408</u> .	X
AIDS Drug Assistance Program (ADAP) Code Link- <u>32.1-11</u> ,	X
Emergency Preparedness and Response Code Link- <u>32.1-42</u> , <u>32.1-43 et seq.</u> , <u>32.1-229</u> .	X
HIV Counseling, Testing and Referral Code Link- <u>32.1-37.2</u>	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served			
COMMUNICABLE DISEASE SERVICES	Income A only	Defined by Federal Regulations	All
Foreign Travel Immunizations			
Other:			
CHILD HEALTH SERVICES			
Disabled disability Waiver Screenings DMAS MOA Code Link-32.1-330Other:			
Other			
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Other:			
FAMILY PLANNING SERVICES	Income A only	Defined by Federal Regulations	All
Nutrition Education			
Preventive Health Services			
Pre-Conception Health Care			
Other:			
MEDICAL SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All
Community Education			X
Other			

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served

SPECIALTY CLINIC SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All
DENTAL HEALTH SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(2.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

PUBLIC HEALTH SERVICES PROVIDED UNDER
LOCAL ORDINANCES OR CONTRACT WITH LOCAL GOVERNMENTS

OPTIONAL PUBLIC HEALTH MEDICAL SERVICES

For Each Service Provided, Check Block for Highest Income Level Served			
Neither the <i>Code of Virginia</i> nor Regulations of the Board of Health requires the following services to be provided by the local health department. (Identify services below)	Income A only	Local ordinance code cite, or contract number	All

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB T

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	AG Dillard Change Order # 2				
MOTION(s):	I move the Board of Supervisors approve the Zion Crossroads Water and Sewer Change Order #2 with AG Dillard with an Increase in cost of \$97,119.62, and authorize the County Administrator to execute the Change Order, subject to approval as to form by the County Attorney.				
STRATEGIC INITIATIVE?	Yes x	No	If yes, list initiative(s):		C9
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda x	Other
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • The following were design and construction changes that became necessary in order to continue work on the waterline and forced main <ul style="list-style-type: none"> - Abandon Well at Glass Property (\$10,208.00); - Crescent Inn Waterline Extension, revised sheet WL1.21 (\$33,565.91); - Revisions to WL/FM near Commonwealth Builder Well, revised sheets WL1.18, FM1.25, FM1.26 (-\$9,765.89) - Septic distribution box relocation and lowering of WL near Starlite Park (\$6,565.00) - Revisions to FM alignment for project parcels 68 and 69, revised sheet FM1.18 (\$19,933.39) - Additional fire hydrant at Better Living Drive per Fire Marshall (\$4,734.81) - Additional bends in WL and FM due to discovered existing utility conflicts (\$14,276.40) - Surveyed well points for existing wells (\$950.00) - Additional bends in FM due to drain field, revised sheets FM1.14 and FM1.15 (\$18,850.00) - Removal of water meter assembly and service line near WWPS (-\$2,198.00) 				
FISCAL IMPACT:	An Increase contract cost of \$97,119.62 covered in ZXR Budget				
POLICY IMPACT:	Na				
LEGISLATIVE HISTORY:	Na				
ENCLOSURES:	Zion Crossroads Water and Sewer Change Order #2				
REVIEWS COMPLETED:	Legal x	Finance	Purchasing x	HR	Other

Change Order**No. 2**Date of Issuance: 10/28/19Effective Date: 10/28/19

Project: Zion Crossroads Water and Sewer System	Owner: Fluvanna County	Owner's Contract No.: 2018-03
Contract: Zion Crossroads Water and Sewer System	Date of Contract: 02/11/2019	
Contractor: A.G. Dillard, Inc.	Engineer's Project No.: 50078861	

The Contract Documents are modified as follows upon execution of this Change Order:**Description:**

Abandon 2 wells on Glass Property PID 81 TMP 5 A 52, revised sheets WL1.18, FM1.25, FM1.26 (\$10,208.00);

Crescent Inn Waterline Extension, revised sheet WL1.21 (\$33,565.91);

Revisions to WL/FM near Commonwealth Builder Well, revised sheets WL1.18, FM1.25, FM1.26 (-\$9,765.89)

Septic distribution box relocation and lowering of WL near Starlite Park (\$6,565.00)

Revisions to FM alignment for project parcels 68 and 69, revised sheet FM1.18 (\$19,933.39)

Additional fire hydrant at Better Living Drive per Fire Marshall (\$4,734.81)

Additional bends in WL and FM due to discovered existing utility conflicts (\$14,276.40)

Surveyed well points for existing wells (\$950.00)

Additional bends in FM due to drain field, revised sheets FM1.14 and FM1.15 (\$18,850.00)

Removal of water meter assembly and service line near WWPS (-\$2,198.00)

Attachments (list documents supporting change):

Change Order #2 Quantity Tracking Sheet

Revised sheets WL1.21, WL1.18, FM1.25, FM1.26, FM1.18, FM1.14, FM1.15

CHANGE IN CONTRACT PRICE:**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 4,993,673.38Increase/Decrease from previously approved
Change Orders No. N/A to No. 01:\$ 8,675.00

Contract Price prior to this Change Order:

\$ 5,002,300.43Original Contract Times: ☐ Working ☒ Calendar daysSubstantial completion Phase 1 (days): 360Substantial completion Phase 2 (days): 540Ready for final payment (days): 600Increase/Decrease from previously approved Change Orders
No. N/A to No. N/A:Substantial completion Phase 1 (days): N/ASubstantial completion Phase 2 (days): N/AReady for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion Phase 1 (days): 360Substantial completion Phase 2 (days): 540Ready for final payment (days): 600

Increase/Decrease of this Change Order:

\$ 97,119.62

Contract Price incorporating this Change Order:

\$ 5,099,420.05

Increase/Decrease of this Change Order:

Substantial completion Phase 1 (days): 4Substantial completion Phase 2 (days): 7Ready for final payment (days): 7

Contract Times with all approved Change Orders:

Substantial completion Phase 1 (days): 364Substantial completion Phase 2 (days): 547Ready for final payment (days): 607

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)Date: 10/29/19

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)Date: 10-29-19

Job:
Date

Fluvanna Water and Sewer - Change Order 2
Wednesday, October 9th, 2019

Change Order Total:

\$97,119.61

Change Order 2				10.5		Unit Price:		\$97,119.61
Item	Ft	Quantity	Hours	Ton's	Days	ft²	Unit Cost	\$
Demobalization (Diamond Road)							\$2,500.00	\$-
Remobalization (Diamond Road)							\$2,500.00	\$-
Abandon Well		2						
Flowable Fill								\$7,500.00
Allied Truck Haul Rate		1					\$198.00	\$198.00
Laborer			10				\$43.00	\$430.00
Foreman			10				\$65.00	\$650.00
Cleanup			10				\$43.00	\$430.00
Permit								\$1,000.00
Crescent Inn Waterline	165				2		\$98.49	\$16,250.48
Traffic Control								\$-
Laborer			20				\$43.00	\$860.00
Laborer			20				\$43.00	\$860.00
Foreman			20				\$65.00	\$1,300.00
Potholing Non existant Lines at the Crescent Inn (Add service)								
Vac Truck			20				\$235.00	\$4,700.00
Foreman			20				\$65.00	\$1,300.00
Laborer			20				\$43.00	\$860.00
Laborer			20				\$43.00	\$860.00
90 Bend		1					\$409.20	\$409.20
Trackhoe			2				\$165.00	\$330.00
Backhoe			2				\$105.00	\$210.00
Foreman			2				\$65.00	\$130.00
Laborer			2				\$43.00	\$86.00
Laborer			2				\$43.00	\$86.00
Pavement Repair								
CG7 Repair	240					150	\$5.30	\$795.00
							\$29.00	\$6,960.00
12" Gate Valve								\$2,845.23
12" Tapping Sleeve and Valve Credit					-0.5			\$(4,126.00)
Subcontract								\$(1,150.00)
Revised Sheet WL1.18 FM1.25, FM1.26					2			
Demobalization		2					\$2,500.00	\$5,000.00
Mobalization		1					\$2,500.00	\$2,500.00
12" Waterline Credit	85						\$(98.49)	\$(8,371.46)
90 Bend		1					\$(409.20)	\$(409.20)
Trackhoe			2				\$(165.00)	\$(330.00)
Backhoe			2				\$(105.00)	\$(210.00)
Foreman			2				\$(65.00)	\$(130.00)
Laborer			2				\$(43.00)	\$(86.00)
Laborer			2				\$(43.00)	\$(86.00)
8" Force Main Credit	87						\$59.09	\$(5,140.83)
Force Main Bends		2					\$(409.20)	\$(818.40)
Trackhoe			4				\$(165.00)	\$(660.00)
Backhoe			4				\$(105.00)	\$(420.00)
Foreman			4				\$(65.00)	\$(260.00)
Laborer			4				\$(43.00)	\$(172.00)
Laborer			4				\$(43.00)	\$(172.00)
Distribution Box (Assumes Standard Install)					1.5			\$250.00
Delay/Install								
Trackhoe			15				\$165.00	\$2,475.00
Backhoe			15				\$105.00	\$1,575.00
Foreman			15				\$65.00	\$975.00
Laborer			15				\$43.00	\$645.00
Laborer			15				\$43.00	\$645.00
Revised Sheet FM1.18					0.5			
8" C909	271						\$59.09	\$16,013.39
Extra Bends		2					\$468.00	\$936.00
Trackhoe			4				\$165.00	\$660.00
Skid Steer			4				\$105.00	\$420.00
Backhoe			4				\$105.00	\$420.00
Foreman			4				\$65.00	\$260.00
Laborer			4				\$43.00	\$172.00
Laborer			4				\$43.00	\$172.00
D3			4				\$145.00	\$580.00
Thrust Block		4					\$75.00	\$300.00
Fire Hydrant WA149+50		1			0.5			\$4,734.81
Bends at FM229+00-FM227+00		2			0.5		\$468.00	\$936.00
Trackhoe			4				\$165.00	\$660.00
Skid Steer			4				\$105.00	\$420.00
Backhoe			4				\$105.00	\$420.00
Foreman			4				\$65.00	\$260.00
Laborer			4				\$43.00	\$172.00
Laborer			4				\$43.00	\$172.00
D3			4				\$145.00	\$580.00
Thrust Block		2					\$75.00	\$150.00
Bends at FM171+00-FM173+00		2			0.5		\$468.00	\$936.00
Trackhoe			4				\$165.00	\$660.00
Skid Steer			4				\$105.00	\$420.00
Backhoe			4				\$105.00	\$420.00
Foreman			4				\$65.00	\$260.00
Laborer			4				\$43.00	\$172.00
Laborer			4				\$43.00	\$172.00
D3			4				\$145.00	\$580.00
Thrust Block		2					\$75.00	\$150.00
Bends at WA 181+00-180+00		2			0.5		\$409.20	\$818.40
Trackhoe			4				\$165.00	\$660.00
Skid Steer			4				\$105.00	\$420.00
Backhoe			4				\$105.00	\$420.00
Formman			4				\$65.00	\$260.00
Laborer			4				\$43.00	\$172.00
Laborer			4				\$43.00	\$172.00
Loader			4				\$145.00	\$580.00

Thrust Block		2						
Bends at WA184+00-188+00		2			0.5		\$ 200.00	\$ 400.00
Trackhoe			4				\$ 165.00	\$ 660.00
Skid Steer			4				\$ 105.00	\$ 420.00
Backhoe			4				\$ 105.00	\$ 420.00
Foreman			4				\$ 65.00	\$ 260.00
Laborer			4				\$ 43.00	\$ 172.00
Laborer			4				\$ 43.00	\$ 172.00
D3			4				\$ 145.00	\$ 580.00
Thrust Block		2					\$ 75.00	\$ 150.00
Meridian Surveying - Well Points								\$ 950.00
7-25-2019 Bends at 1.14-1.15		10			2.5		\$ 468.00	\$ 4,680.00
Trackhoe			20				\$ 165.00	\$ 3,300.00
Skid Steer			20				\$ 105.00	\$ 2,100.00
Backhoe			20				\$ 105.00	\$ 2,100.00
Foreman			20				\$ 65.00	\$ 1,300.00
Laborer			20				\$ 43.00	\$ 860.00
Laborer			20				\$ 43.00	\$ 860.00
D3			20				\$ 145.00	\$ 2,900.00
Thrust Block		10					\$ 75.00	\$ 750.00
Water Meter at Pump Station								
Meter/Meter Box and Lid								\$ (1,250.00)
Backhoe			3				\$ 165.00	\$ (495.00)
Foreman			3				\$ 65.00	\$ (195.00)
Laborer			3				\$ 43.00	\$ (129.00)
Laborer			3				\$ 43.00	\$ (129.00)

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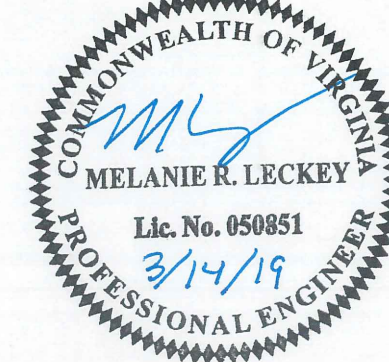
ZION CROSSROADS WATER AND SEWER SYSTEM

 FLUVANNA COUNTY
 DEPARTMENT OF PUBLIC WORKS

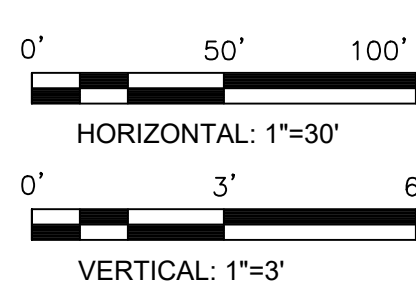
FLUVANNA COUNTY, VA

KEY PLAN

SEAL



SCALE



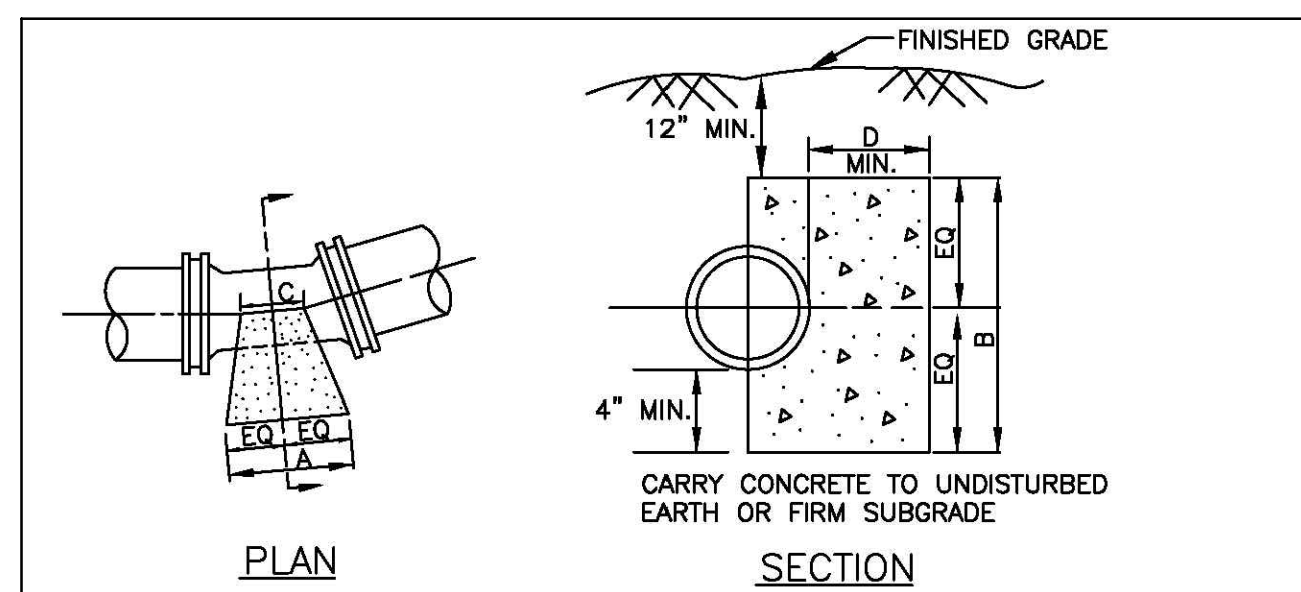
No.	DATE	BY	Description
2	7/2019	MRL	WL EXTENSION
1	3/2019	MRL	WL REALIGNMENT

 REVISIONS
 DRAWN BY: JEH
 APPROVED BY: MRL
 CHECKED BY: DAV
 DATE: MAY 2018

 TITLE
**WATERLINE
 PLAN AND
 PROFILE**

PROJECT NO. 50078861

WL1.21



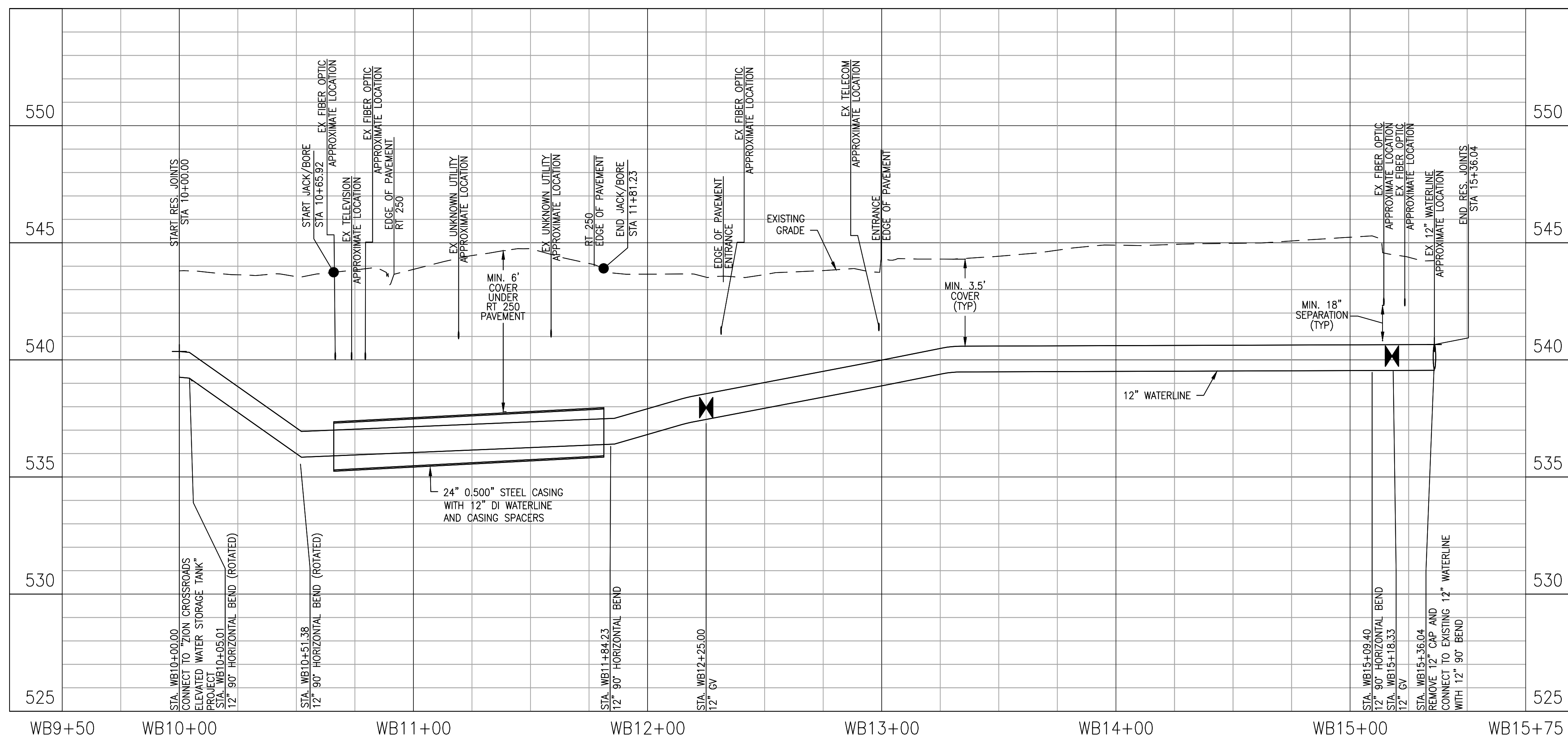
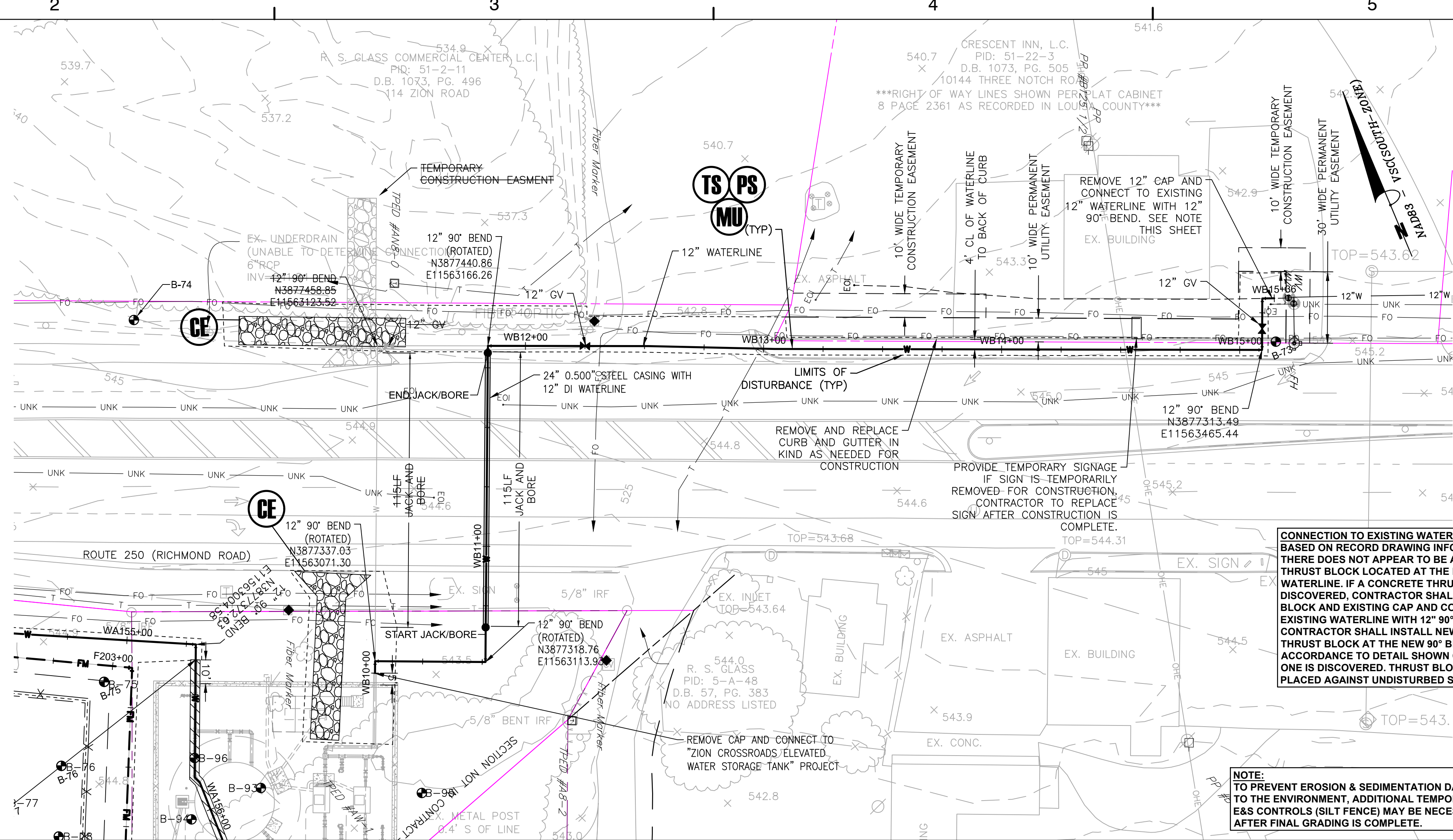
PIPE SIZE	11-1/4" BEND				22-1/2" BEND				45" BEND				90" BEND			
	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D
4"	6"	1'-0"	4"	6"	8"	1'-0"	6"	7"	1'-1"	1'-0"	6"	6"	1'-10"	1'-0"	6"	1'-10"
6"	8"	1'-2"	6"	7"	10"	1'-2"	6"	8"	1'-4"	1'-2"	6"	8"	2'-3"	1'-2"	6"	1'-6"
8"	8"	1'-4"	8"	7"	1'-4"	1'-4"	8"	8"	2'-0"	1'-4"	8"	9"	3'-3"	1'-4"	8"	1'-6"
10"	1'-1"	1'-6"	8"	8"	1'-7"	1'-6"	8"	10"	2'-6"	1'-6"	8"	10"	3'-9"	2'-0"	10"	1'-6"
12"	1'-4"	1'-8"	1'-6"	8"	2'-0"	1'-8"	1'-0"	1'-0"	3'-3"	1'-8"	1'-0"	1'-0"	5'-0"	2'-0"	10"	1'-6"
16"	1'-9"	2'-0"	1'-0"	9"	2'-6"	2'-0"	1'-0"	1'-3"	4'-3"	2'-6"	1'-0"	1'-3"	6'-0"	2'-6"	4'-1"	9"
18"	1'-9"	2'-6"	1'-0"	10"	3'-3"	2'-6"	1'-0"	1'-6"	6'-0"	2'-6"	1'-0"	1'-4"	6'-0"	3'-4"	1'-8"	9"
20"	1'-9"	2'-6"	1'-0"	10"	3'-3"	2'-6"	1'-0"	1'-6"	6'-0"	2'-6"	1'-0"	1'-4"	6'-0"	3'-4"	1'-8"	9"
24"	2'-0"	3'-0"	1'-0"	1'-0"	3'-0"	3'-0"	1'-0"	1'-0"	6'-7"	3'-0"	1'-0"	1'-0"	9'-0"	4'-0"	2'-0"	9"
36"	2'-6"	3'-6"	1'-4"	1'-2"	4'-0"	3'-6"	1'-4"	1'-9"	7'-0"	4'-0"	1'-4"	2'-3"	9'-0"	5'-0"	2'-6"	9"

NOTES:

- BLOCKING DIMENSIONS ARE SHOWN AT A MINIMUM.
- BLOCKING DIMENSIONS ARE BASED ON A STATIC PRESSURE OF 150 PSI AND AN ALLOWABLE SOIL BEARING CAPACITY OF 2,000 PSF.
- WHERE SOIL BEARING CAPACITY IS LESS THAN OR GREATER THAN 2,000 PSF, BLOCKING DESIGN CALCULATIONS ARE TO BE SHOWN ON THE PLANS.
- FITTINGS TO BE WRAPPED IN 4 MIL POLYETHYLENE TO PROTECT NUTS AND BOLTS.

BLOCKING DETAIL HORIZONTAL BENDS

N.T.S.





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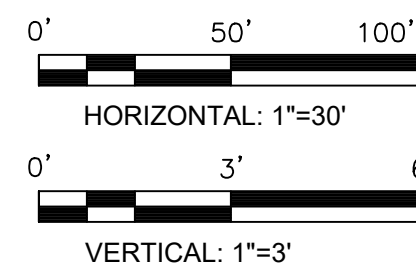
ZION CROSSROADS
WATER AND SEWER SYSTEM
FLUVANNA COUNTY
DEPARTMENT OF PUBLIC WORKS
FLUVANNA COUNTY, VA

KEY PLAN

SEAL



SCALE



No.	DATE	BY	Description
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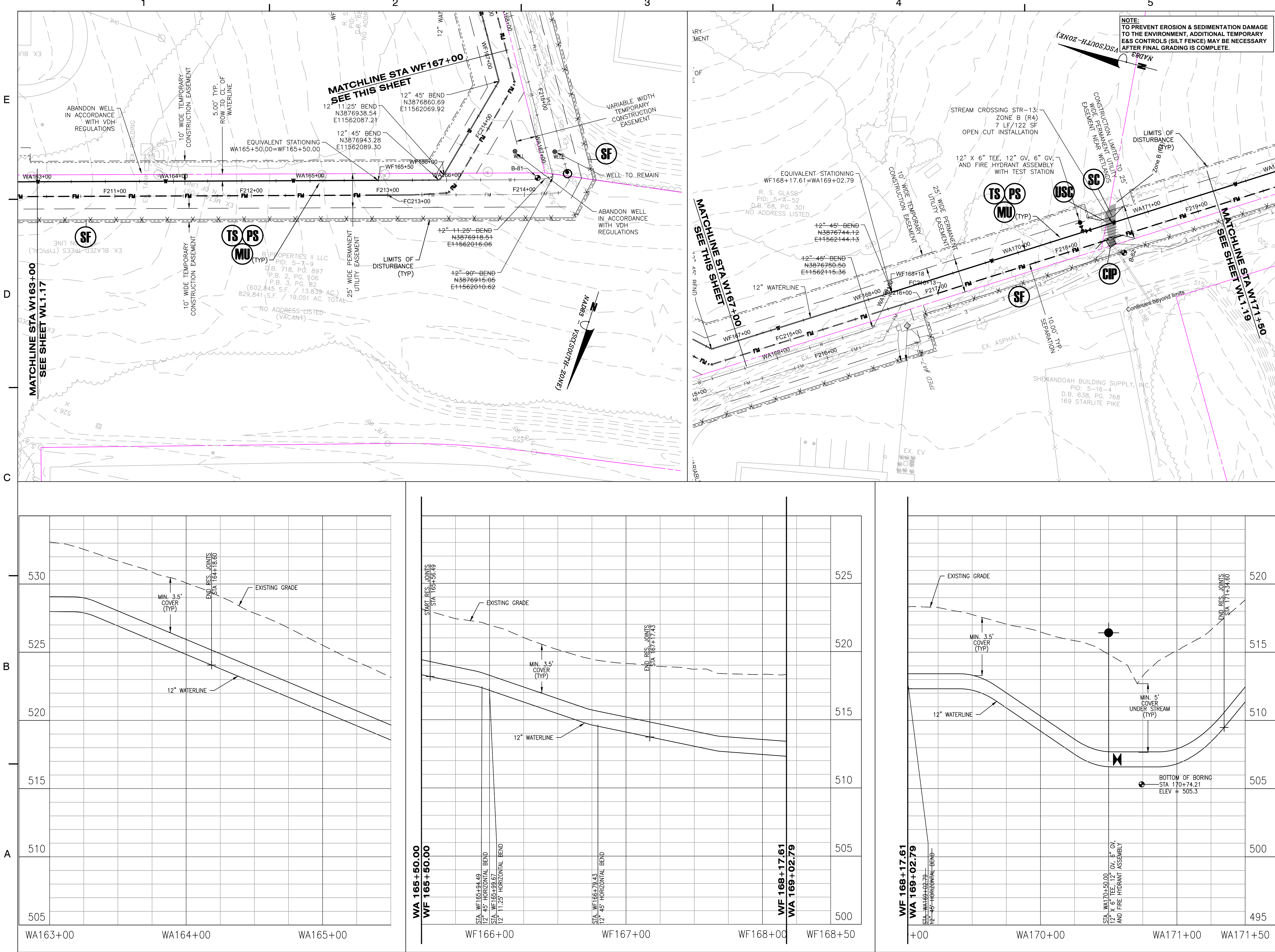
REVISIONS

DRAWN BY	JEH
APPROVED BY	MRL
CHECKED BY	DAV
DATE	MAY 2018

TITLE
WATERLINE
PLAN AND
PROFILE

PROJECT NO. 50078861

WL1.18





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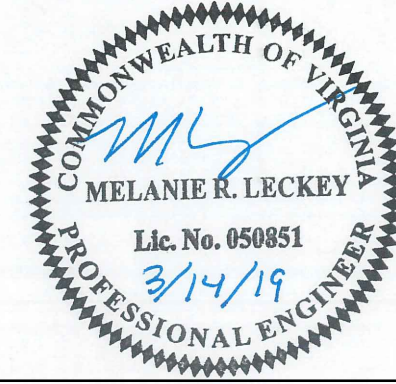
ZION CROSSROADS
WATER AND SEWER SYSTEM

FLUVANNA COUNTY
DEPARTMENT OF PUBLIC WORKS

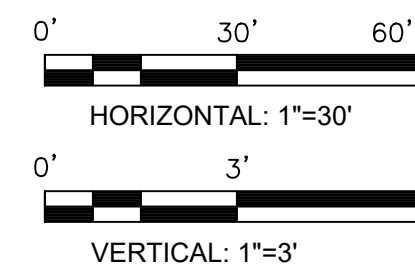
FLUVANNA COUNTY, VA

KEY PLAN

SEAL



SCALE



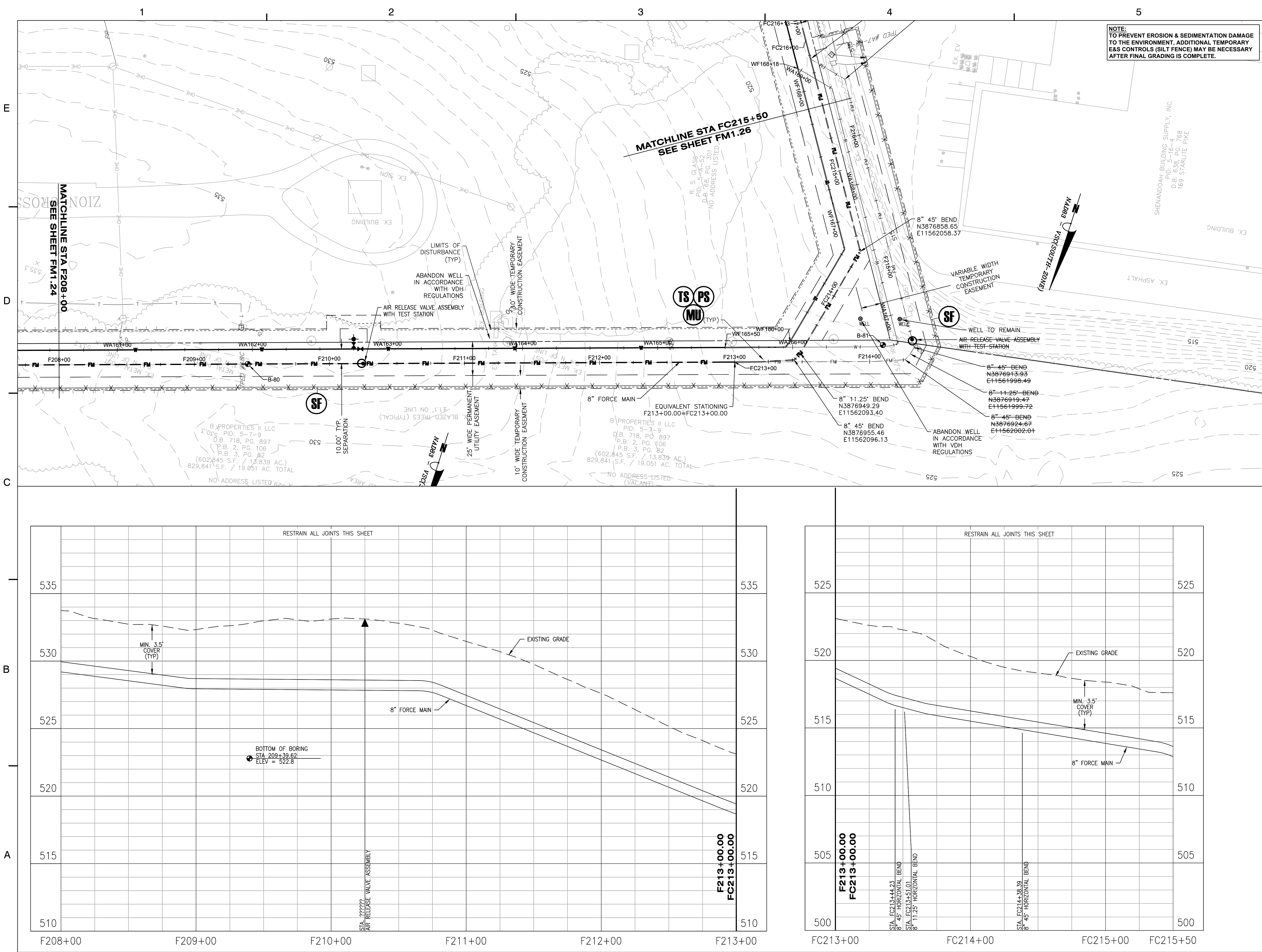
1	7/2019	MRL	ALIGNMENT CHANGE		
No.	DATE	BY	Description		
REVISIONS					

DRAWN BY: JEH
APPROVED BY: MRL
CHECKED BY: DAV
DATE: MAY 2018

TITLE
FORCE MAIN
PLAN AND
PROFILE

PROJECT NO. 50078861

FM1.25





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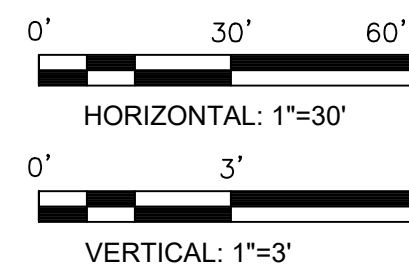
ZION CROSSROADS
WATER AND SEWER SYSTEM
FLUVANNA COUNTY
DEPARTMENT OF PUBLIC WORKS
FLUVANNA COUNTY, VA

KEY PLAN

SEAL



SCALE



1	7/2019	MRL	ALIGNMENT CHANGE
No.	DATE	BY	Description

REVISIONS

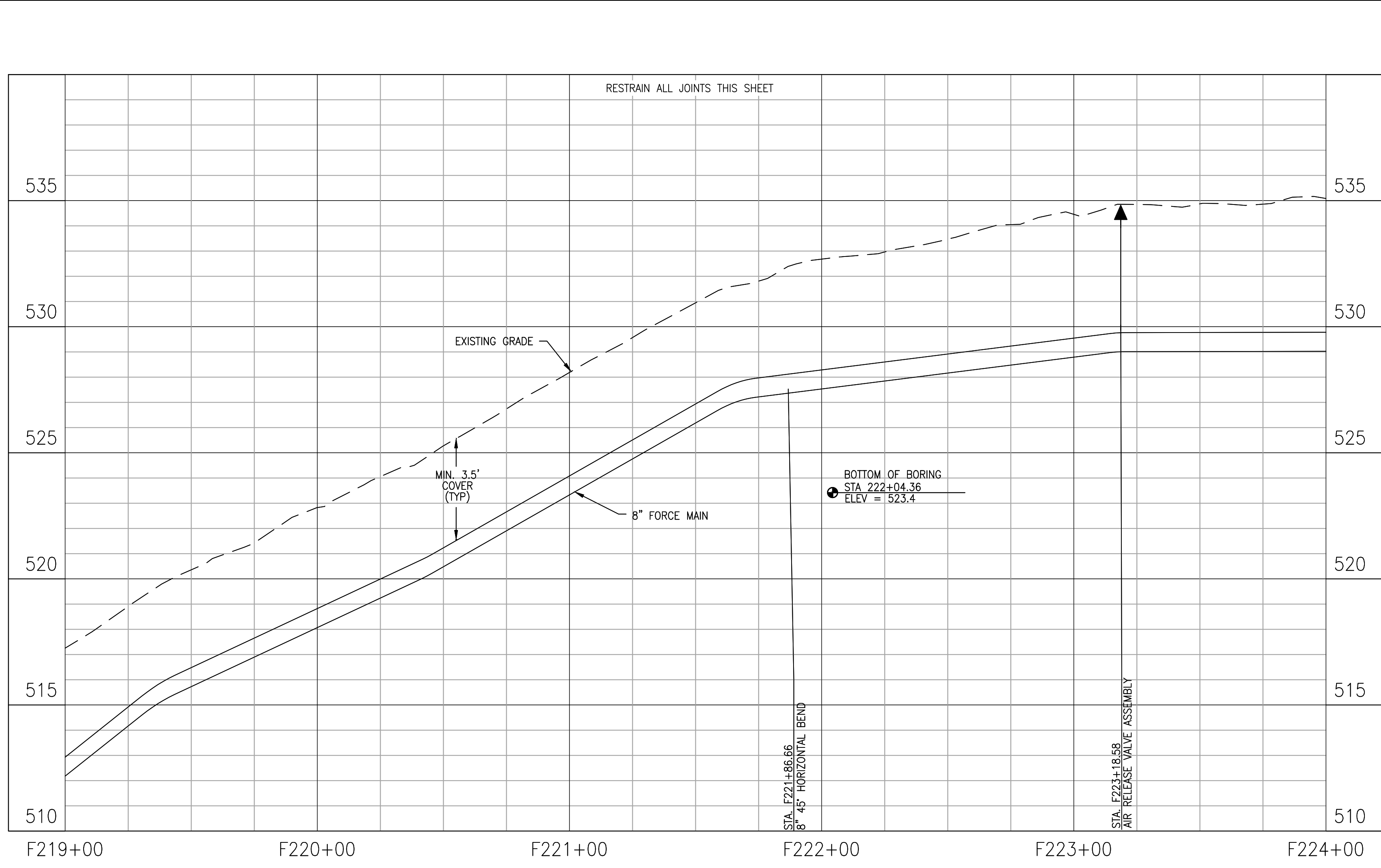
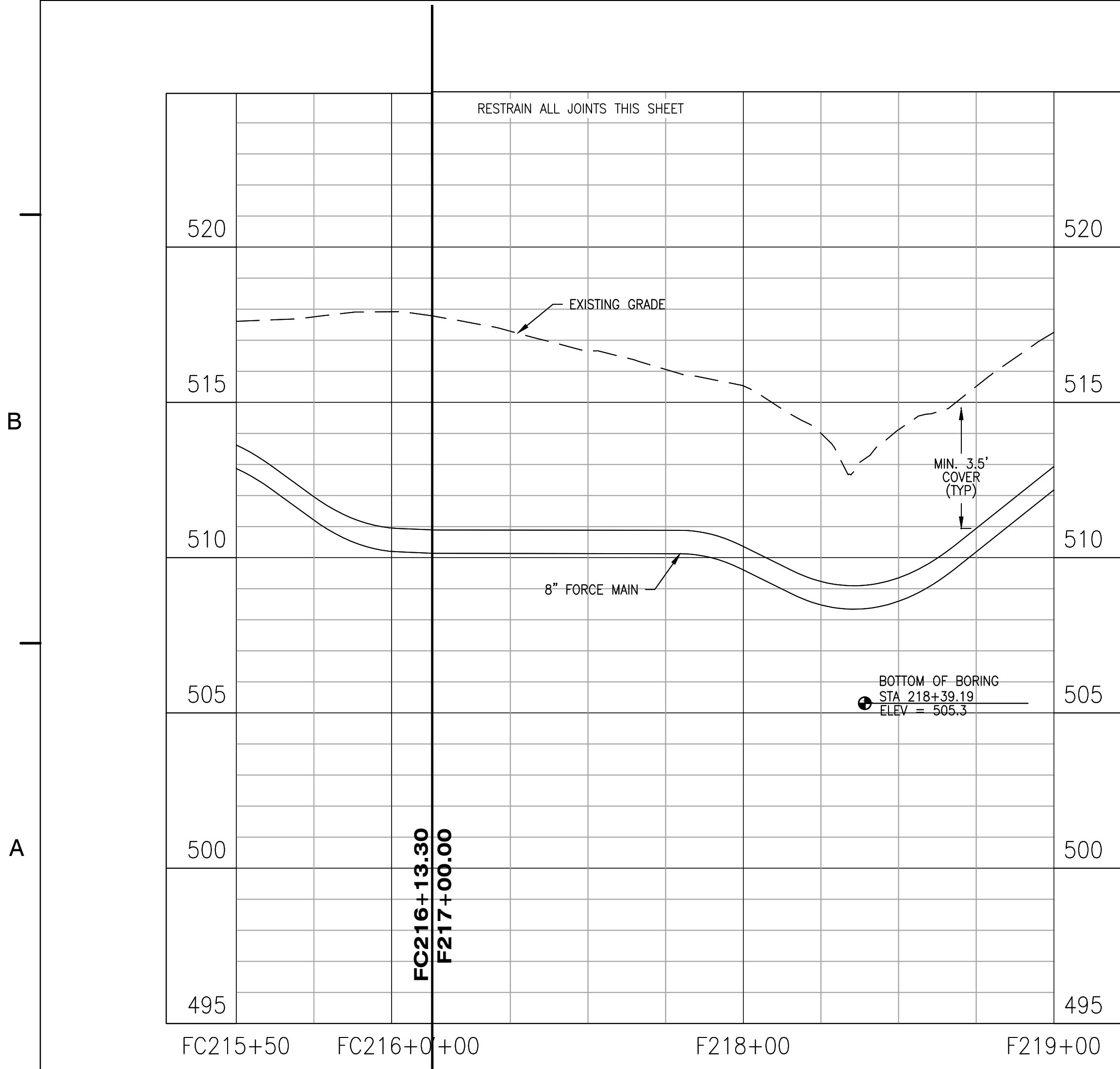
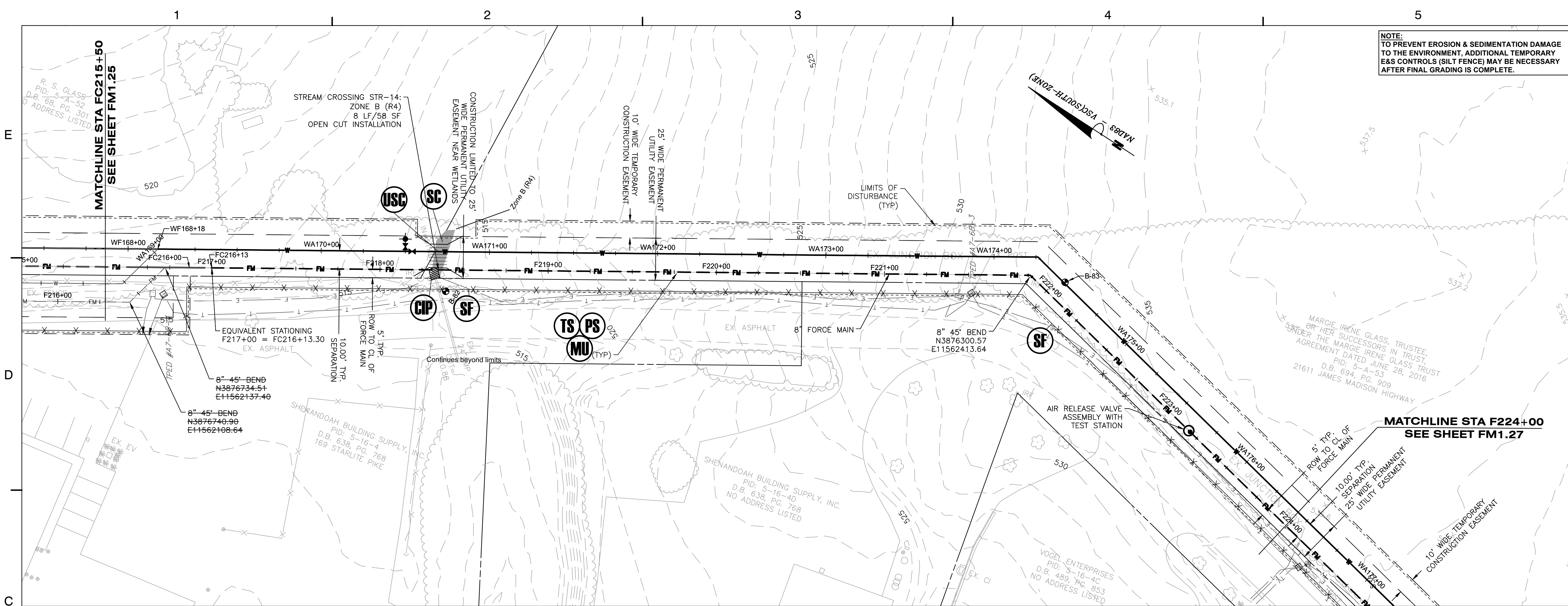
DRAWN BY: JEH
APPROVED BY: MRL
CHECKED BY: DAV
DATE: MAY 2018

TITLE

FORCE MAIN
PLAN AND
PROFILE

PROJECT NO. 50078861

FM1.26



4805 Lake Brook Drive, Suite 200
Glen Allen, Virginia 23060
PHONE: 804.290.7957
FAX: 804.290.7928
www.dewberry.com

ZION CROSSROADS WATER AND SEWER SYSTEM

FLUVANNA COUNTY
DEPARTMENT OF PUBLIC WORKS

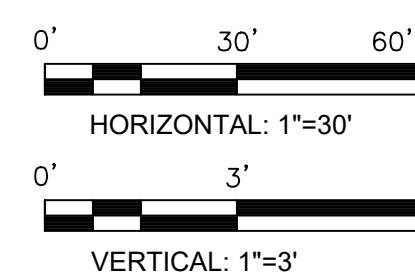
ELIZAVANNA COUNTY VA

KEY PLAN

SEA



SCALE



2	2/2019	MRL	FM REALIGNMENT
1	7/2018	MRL	FM REALIGNMENT
No.	DATE	BY	Description

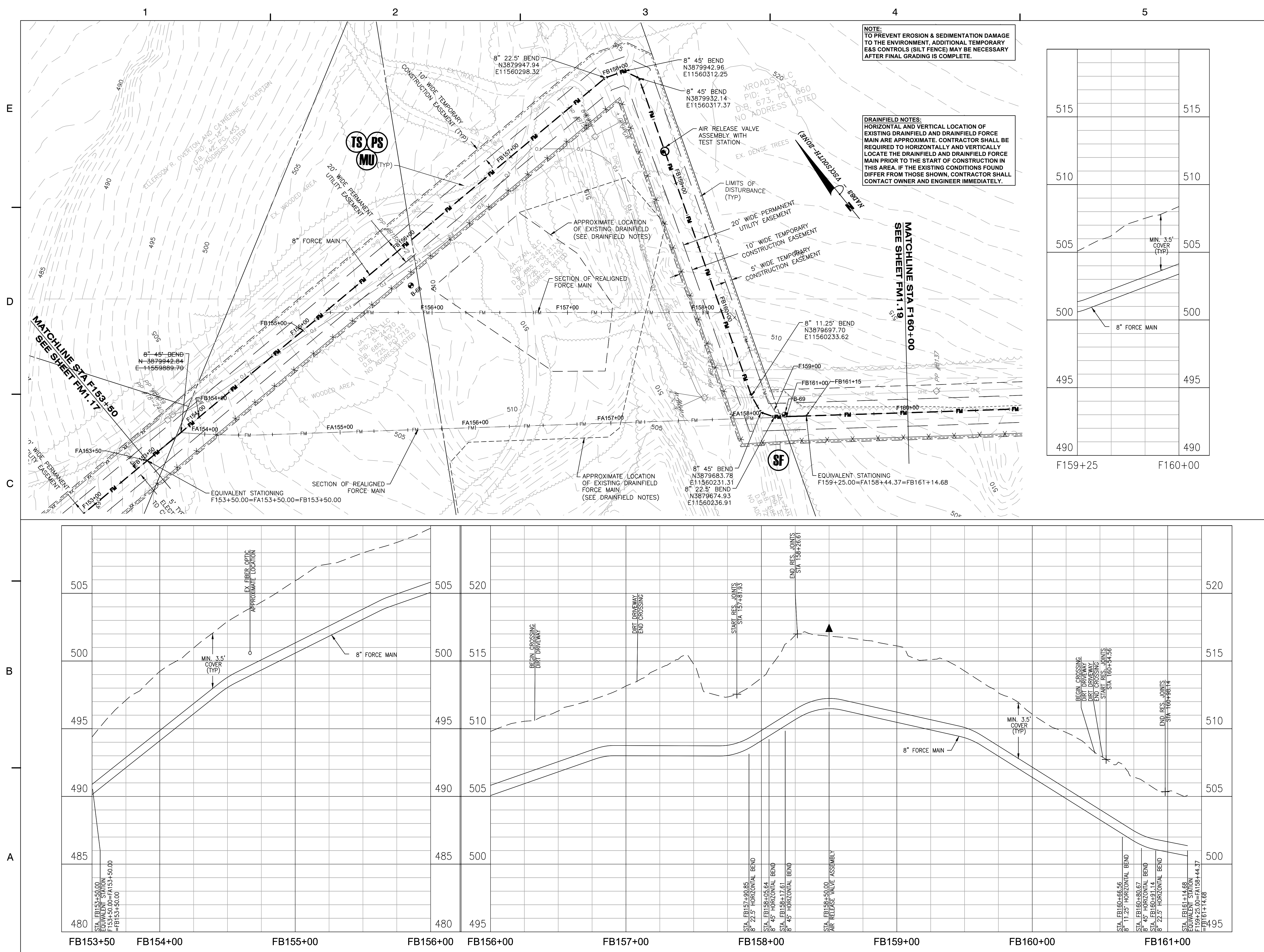
DATE MAY 2018

TITLE

FORCE MAIN PLAN AND PROFILE

PROJECT NO. 50078861

FM1.18



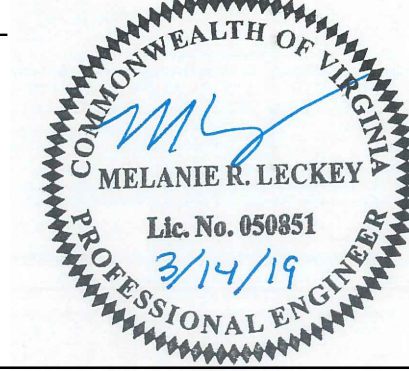


Dewberry Engineers Inc.
4805 Lake Brook Drive, Suite 200
Glen Allen, Virginia 23060
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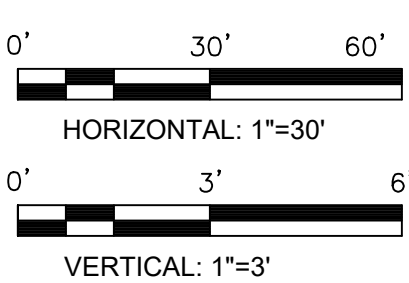
ZION CROSSROADS
WATER AND SEWER SYSTEM
FLUVANNA COUNTY
DEPARTMENT OF PUBLIC WORKS
FLUVANNA COUNTY, VA

KEY PLAN

SEAL



SCALE



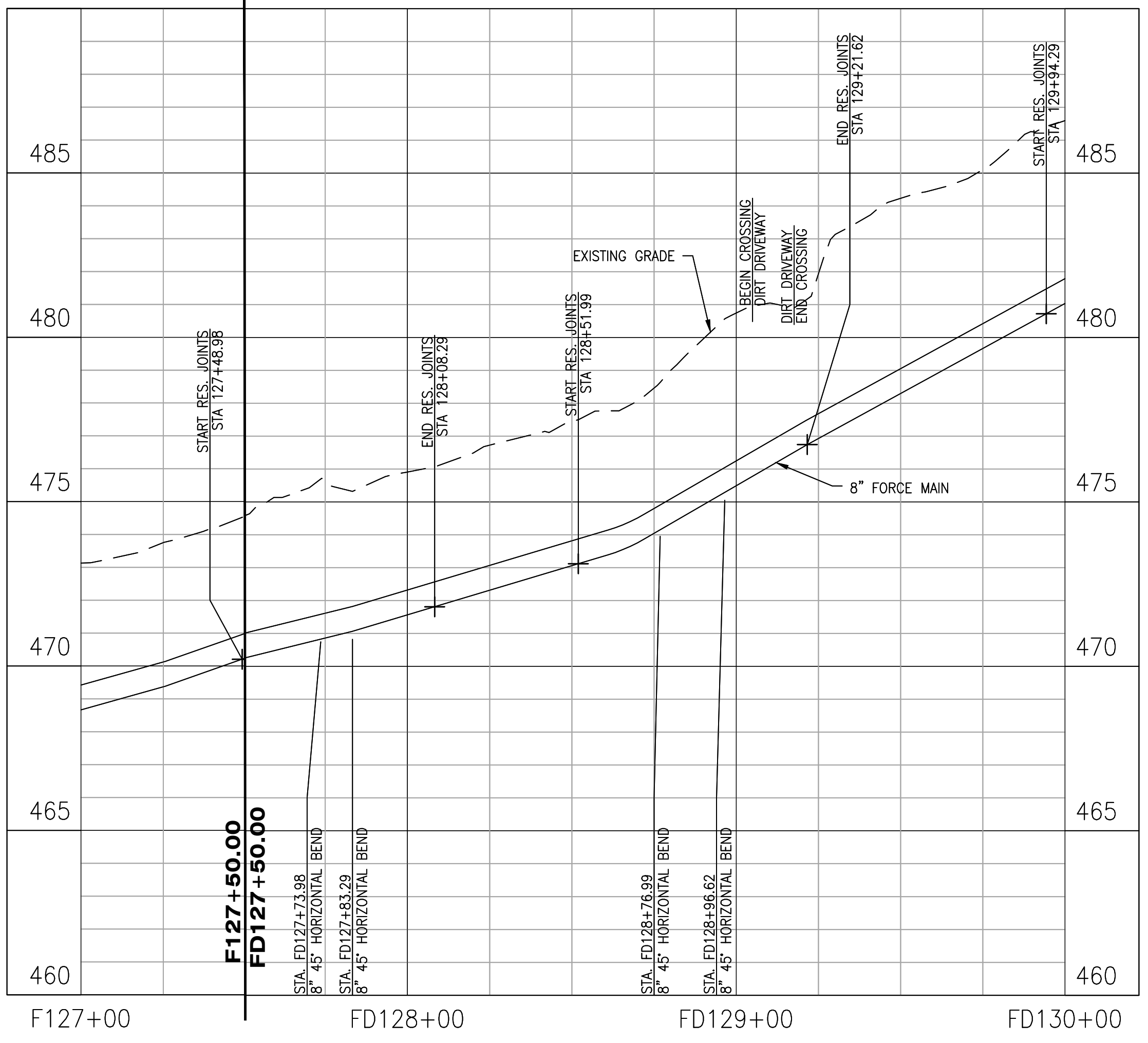
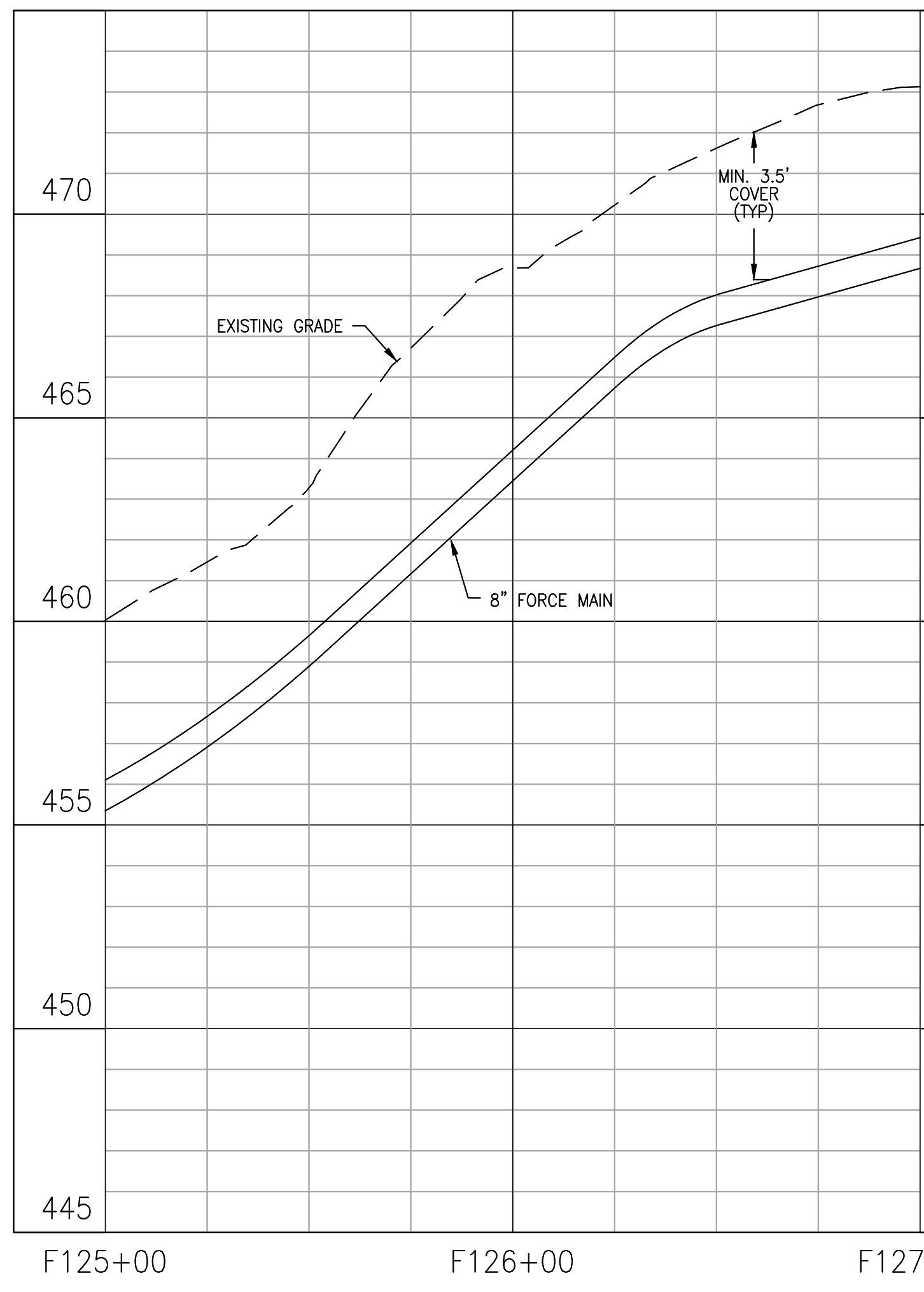
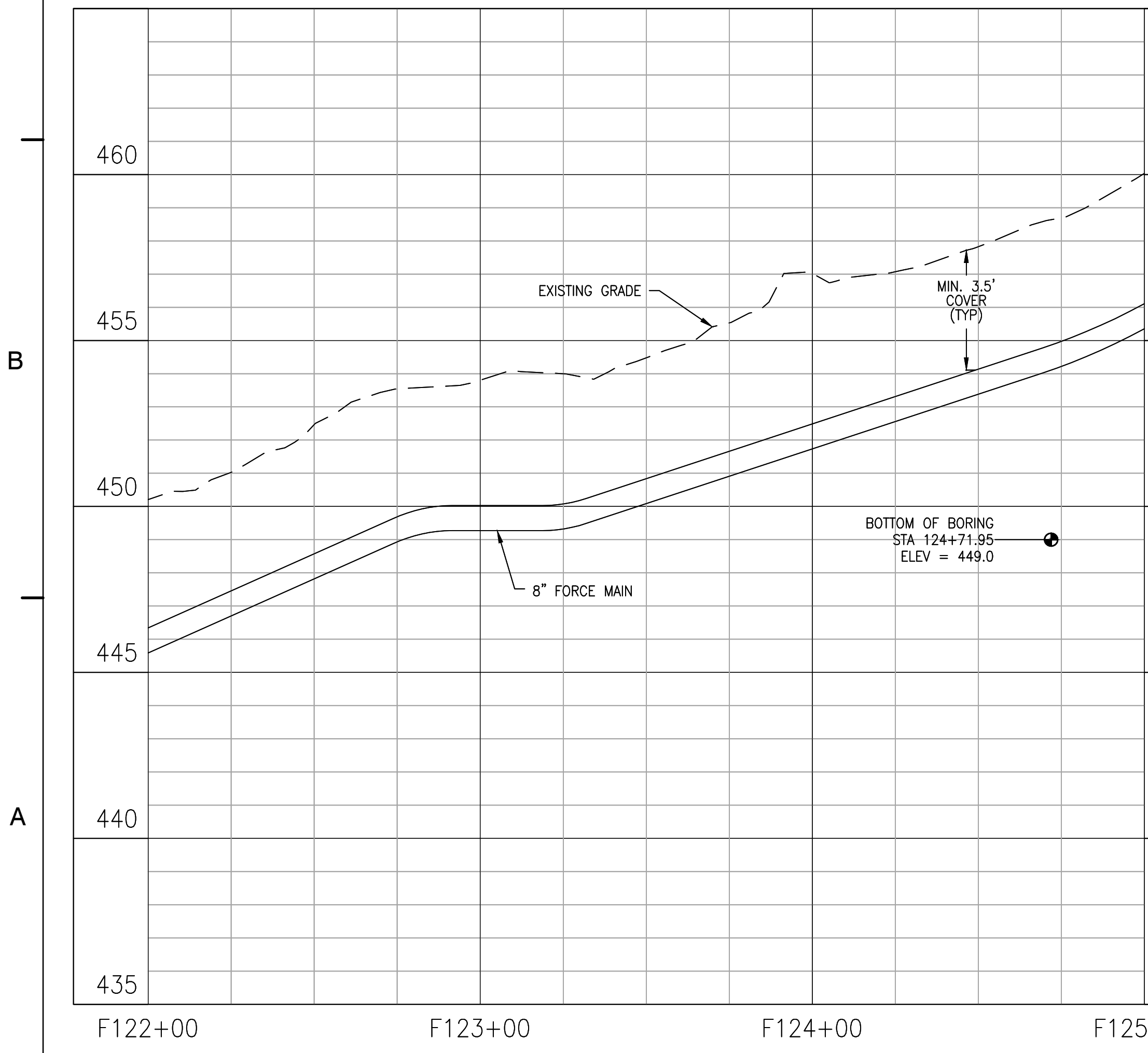
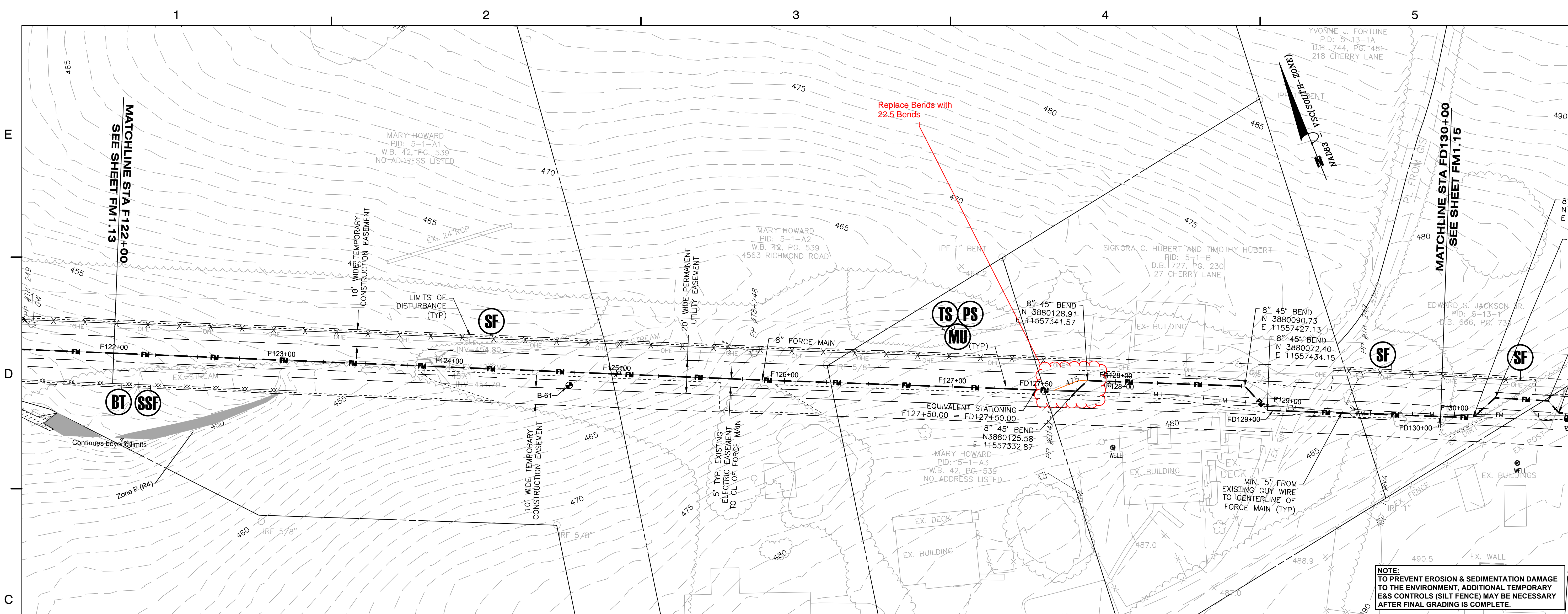
No.	DATE	BY	Description
1	7/2019	MRL	ALIGNMENT CHANGE

REVISIONS

DRAWN BY: JEH
APPROVED BY: MRL
CHECKED BY: DAV
DATE: MAY 2018
TITLE: FORCE MAIN PLAN AND PROFILE

PROJECT NO. 50078861

FM1.14





Dewberry Engineers Inc.
4805 Lake Brook Drive, Suite 200
Glen Allen, Virginia 23060
PHONE: 804.290.7957
FAX: 804.290.7928
www.dewberry.com

ZION CROSSROADS
WATER AND SEWER SYSTEM

FLUVANNA COUNTY
DEPARTMENT OF PUBLIC WORKS

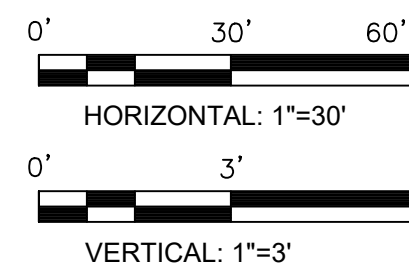
FLUVANNA COUNTY, VA

KEY PLAN

SEAL



SCALE



1	7/2019	MRL	ALIGNMENT CHANGE
No.	DATE	BY	Description

REVISIONS

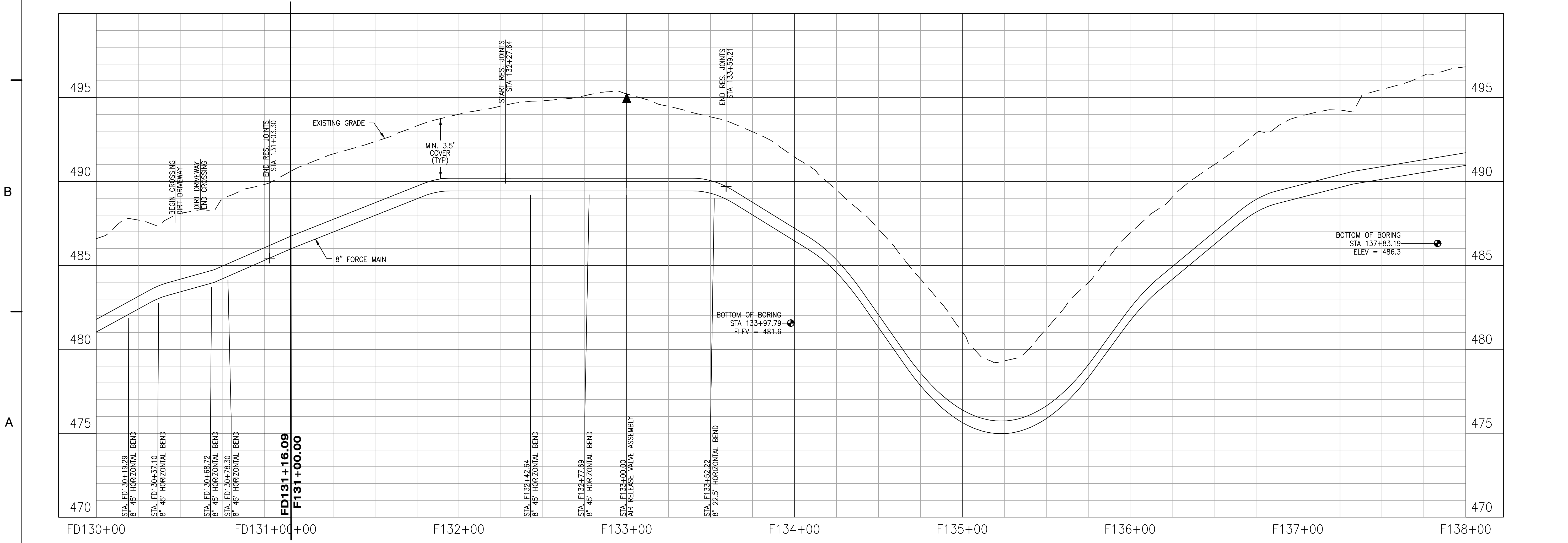
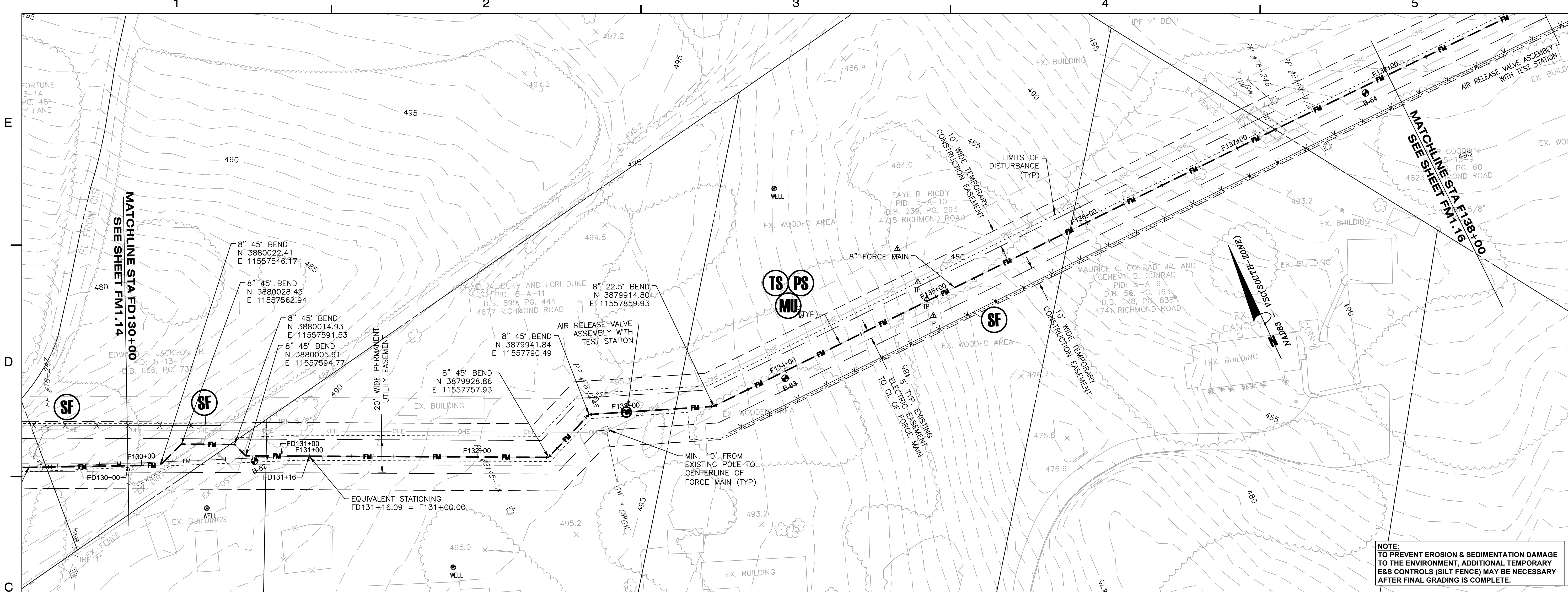
DRAWN BY	JEH
APPROVED BY	MRL
CHECKED BY	DAV
DATE	MAY 2018

TITLE

FORCE MAIN
PLAN AND
PROFILE

PROJECT NO. 50078861

FM1.15



FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB U

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	Resolution 17-2019-11-06 - Holiday Lake 4-H Ed Center				
MOTION(s):	I move to approve a resolution entitled, "A RESOLUTION IN SUPPORT OF A REQUEST BY HOLIDAY LAKE 4-H EDUCATIONAL CENTER (HL4HEC) TO THE COMMONWEALTH OF VIRGINIA FOR ESSENTIAL CAPITAL SAFETY IMPROVEMENT PROJECTS."				
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):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Normal				
DISCUSSION:					
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Resolution 17-2019 Holiday Lake 4-H Education Center				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 17-2019

A RESOLUTION IN SUPPORT OF A REQUEST BY HOLIDAY LAKE 4-H EDUCATIONAL CENTER (HL4HEC) TO THE COMMONWEALTH OF VIRGINIA FOR ESSENTIAL CAPITAL SAFETY IMPROVEMENT PROJECTS

At a Regular Meeting of the Fluvanna County Board of Supervisors held in the Fluvanna County Courts Building at 4:00 PM on Wednesday, November 6, 2019, the following resolution was adopted by the Board of Supervisors, the vote being as shown below and recorded in the minutes of the meeting.

WHEREAS, Holiday Lake 4-H Educational Center (HL4HEC), a non-profit 501c (3) organization, is requesting funds for essential capital safety improvements from the Virginia General Assembly, in the amount of \$332,000 for the 2020/2022 biennial budget; and

WHEREAS, HL4HEC mission is to improve the quality of life by educating youth and adults in a natural setting; and

WHEREAS, Holiday Lake 4-H Educational Center (HL4HEC) serves nineteen (19) Virginia localities which includes the counties of Albemarle, Amherst, Appomattox, Amelia, Brunswick, Buckingham, Campbell, Charlotte, Cumberland, Fluvanna, Greene, Louisa, Lunenburg, Mecklenburg, Nelson, Nottoway, and Prince Edward as well as the cities of Charlottesville and Lynchburg; and

WHEREAS, HL4HEC is located in the 20,000-acre Appomattox/Buckingham State Forest, the largest state forest in Virginia; and

WHEREAS, the 4-H Center leases 157.8 acres from the Virginia Department of Forestry on a long-term lease through the year 2080; and

WHEREAS, the objectives of HL4HEC are:

- To provide four seasons annually of educational camping programs for 4-Hers in Central, Southside and specialized camps across the state of Virginia.
- To provide special programs and activities to include Natural Resource Education as a resource for school groups, 4-H clubs, the summer 4-H camping program as well as for adults.
- To provide facilities, programs, and services necessary to serve as the Virginia 4-H Shooting Education Center.
- To provide quality facilities and support services year-round for diverse groups from multiple geographical regions.
- To evaluate the effectiveness of educational programming on an ongoing basis and to revise; and programming to meet the changing needs of stakeholders.

WHEREAS, today at HL4HEC, over ten thousand (10,000) participants (many of which are underserved youth) benefit annually from a variety of programs. Holiday Lake 4-H Educational Center has served the youth and adults of Central/Southside Virginia and beyond since 1941. Thousands of urban youth get to

experience the "forest" through 4-H and Natural Resource Education programs at the 4-H Center. For almost 80 years, Fluvanna County has played an active part of the more than one hundred thousand (100,000) lives that have been enriched at the 4-H Center through educational programs, friendships and a closeness to nature; and

WHEREAS, in 2011 HL4HEC was registered as a Virginia Historic Landmark and listed on the National Register of Historic Places. The historic registration (which in part includes 15 cabins built in 1937 by the WP A which are still used today) assures that the original character of the historic buildings will be preserved; and

WHEREAS, through a memorandum of understanding between the Appomattox County School Board and HL4HEC, the 4-H Center serves as a designated evacuation site to be utilized in the event of an emergency which would require students to be taken out of the Appomattox County Schools and be temporarily located at HL4HEC; and

NOW, THEREFORE BE IT RESOLVED, the 4-H Center's capital improvement projects include facility upgrades/installations to include Medical Clinic Facility and Equipment Upgrade (including floor replacement and AED) PA System (Active hooter) ADA accessibility improvements, Emergency Generator Exterior Security Lighting, Infrastructure Upgrades (drainage system sidewalks sewer lines and water storage and pressure tank repair/painting), HVAC units, Large Pavilion Upgrade, Roof, Gutter and Siding Replacements, Kitchen Floor Replacement, Challenge Course Repairs and Improvements and Platform Tents for Outdoor Skill Education; and

BE IT FURTHER RESOLVED upon receiving the funds and completing the necessary capital improvements, Holiday Lake 4-H Educational Center will be able to increase the 4-H Center's useful life and continue to serve thousands of youth and adults for many years to come in Central and Southside Virginia.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at the annual Organizational Meeting of the Board held on the 6th day of November, 2019;

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

Attest:

John M. Sheridan, Chair
Fluvanna County Board of Supervisors

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

TAB V

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	Resolution 18-2019-11-06 – Speed Limit Study on Route 15				
MOTION(s):	I move to approve a resolution entitled, “A RESOLUTION REQUESTING A SPEED LIMIT STUDY ON ROUTE 15 (JAMES MADISON HIGHWAY) FROM THE ROUTE 250 (RICHMOND ROAD) INTERSECTION TO ROUTE 617 (LITTLE CREEK ROAD) IN THE COLUMBIA DISTRICT.”				
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):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Normal				
DISCUSSION:					
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Resolution 18-2019 Speed Limit Study on Route 15				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 18-2019

A RESOLUTION REQUESTING A SPEED LIMIT STUDY ON ROUTE 15 (JAMES MADISON HIGHWAY) FROM THE ROUTE 250 (RICHMOND ROAD) INTERSECTION TO ROUTE 617 (LITTLE CREEK ROAD) IN THE COLUMBIA DISTRICT

At a Regular Meeting of the Fluvanna County Board of Supervisors held in the Fluvanna County Administration Building at 4:00 PM on Wednesday, November 6, 2019, the following resolution was adopted by the Board of Supervisors, the vote being as shown below and recorded in the minutes of the meeting.

WHEREAS, it is the intention of the Fluvanna County Board of Supervisors to protect the health, safety, and welfare of all its citizens; and

WHEREAS, the Board of Supervisors feels there is a need for a Speed Limit Study on Route 15 (James Madison Highway) at the Route 250 (Richmond Road) intersection traveling South to Route 617 (Little Creek Road); and

WHEREAS, the Board of Supervisors feels that the safety on this highway can be significantly improved at a 45 mph Speed Limit.

NOW, THEREFORE BE IT RESOLVED, on this 6th day of November 2019, that the Fluvanna County Board of Supervisors hereby requests that the Virginia Department of Transportation conduct a speed limit study on Route 15 (James Madison Highway) at the Route 250 (Richmond Road) intersection traveling South to Route 617 (Little Creek Road) and establish a 45 mph Speed Limit; and

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at the annual Organizational Meeting of the Board held on the 6th day of November, 2019;

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

Attest:

John M. Sheridan, Chair
Fluvanna County Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB W

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	FY20 LOVEwork Reimbursement Program Grant				
MOTION(s):	I move the Board of Supervisors approve the application for the FY20 LOVEwork Reimbursement Program Grant in the amount of \$1500 to build a permanent LOVE sign at Pleasant Grove.				
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 Liz McIver, Management Analyst				
PRESENTER(S):	Bryan Rothamel, Economic Development Coordinator				
RECOMMENDATION:	Approve				
TIMING:	Effective Immediately				
DISCUSSION:	<ul style="list-style-type: none"> Grant funds would be used to build a permanent LOVE sign at Pleasant Grove as part of the state wide LOVEworks program to promote historic life experiences in Virginia and strengthen awareness of the "Virginia is for Lovers" message. LOVEworks signs are utilized throughout the Commonwealth to promote the local community as unique destinations by taking advantage of an already established brand. LOVEworks signs are often popular destinations for photographs and are promoted through various social media outlets as well as listed on the Virginia.org/love website. Design and construction of the sign would be done in conjunction with Fluvanna County High School Art, Engineering, Agricultural and Woodworking departments. Tourism Strategic Plan Goal 2.4 is to increase tourism infrastructure opportunities through funding sources including the LOVE initiative. 				
FISCAL IMPACT:	<ul style="list-style-type: none"> Grant award for Fluvanna County could be \$1500 with no county match The project would be fully funded by the grant 				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

TAB X

MEETING DATE:	November 6, 2019																				
AGENDA TITLE:	New HVAC Specialist Salary																				
MOTION(s):	I move to approve a hiring salary of \$55,000 for the new HVAC Specialist, Mr. Clifton Thomas, effective November 1, 2019.																				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):																		
		X																			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other																
				XX																	
STAFF CONTACT(S):	Eric Dahl, County Administrator																				
PRESENTER(S):	Jessica Rice, Human Resources Manager; Eric Dahl, County Administrator																				
RECOMMENDATION:	Approve																				
TIMING:	Current																				
DISCUSSION:	<p>The HVAC Specialist is a new position that was approved by the Board Of supervisors on September 4, 2019, as a strategy for reducing expenses incurred from third party Contractor services.</p> <p>A highly qualified candidate has been selected by the interview panel. Mr. Thomas comes to us from the private sector and has provided maintenance and troubleshooting services for the County's HVAC systems for several years. He has accepted our offer of employment and brings significant skills and technical experience, including the knowledge from owning his own business.</p> <p>Recommend salary of \$55,000, which is above the County Administrator's salary range hiring authority. Details shown in the chart below.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <tr> <td style="background-color: #d9e1f2;">Position</td> <td style="background-color: #d9e1f2;">HVAC Specialist</td> </tr> <tr> <td>Previous Annual Salary</td> <td>\$NA</td> </tr> <tr> <td style="background-color: #fff2cc;">Pay Band</td> <td style="background-color: #fff2cc;">17</td> </tr> <tr> <td>Minimum</td> <td>\$44,962</td> </tr> <tr> <td>Mid-range</td> <td>\$56,203</td> </tr> <tr> <td>Maximum</td> <td>\$67,443</td> </tr> </table> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <tr> <td>COAD Authority - 15% above Base</td> <td>\$51, 706</td> </tr> </table> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <tr> <td style="background-color: #d9ead3;">Requested - ~22% above Base</td> <td style="background-color: #d9ead3;">\$55,000</td> </tr> </table>					Position	HVAC Specialist	Previous Annual Salary	\$NA	Pay Band	17	Minimum	\$44,962	Mid-range	\$56,203	Maximum	\$67,443	COAD Authority - 15% above Base	\$51, 706	Requested - ~22% above Base	\$55,000
Position	HVAC Specialist																				
Previous Annual Salary	\$NA																				
Pay Band	17																				
Minimum	\$44,962																				
Mid-range	\$56,203																				
Maximum	\$67,443																				
COAD Authority - 15% above Base	\$51, 706																				
Requested - ~22% above Base	\$55,000																				

FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				XX	COAD

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB Y

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	Approval of Open Space Contract for Jack Lee Beuth, Jr. and Lisa M. Ritter				
MOTION(s):	I move to approve the open space contract for Jack Lee Beuth, Jr. and Lisa M. Ritter for tax map parcels 57-A-17, 57-A-18 and 57-A-20; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	These properties qualify for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Jack Lee Beuth, Jr. and Lisa M. Ritter's executed open space contract -Map of tax map parcels 57-A-17, 57-A-18 and 57-A-20				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 20th day of September, 2019, by and between Jack Lee Beuth, Jr. & Lisa M. Ritter, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

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

Tax Map Parcel: 57-A-17 (6.773 acres)

57-A-18 3.691 acres)

57-A-20 (8.297 acres)

Total Acreage: 18.761 acres

2. The Grantor agrees that during the term of this agreement:

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

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

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

Jack L. Bauhn Jr. (SEAL)
Landowner

Lisa M. Ritter (SEAL)
Co-owner (s)



STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

Jack L. Bauhn Jr. & Lisa M. Ritter, Landowner (s)

on this 20th day of September, 2019.

My commission expires: 3/31/2022

Lauren R. Sheridan

Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

on this _____ day of _____, _____.

My commission expires: _____

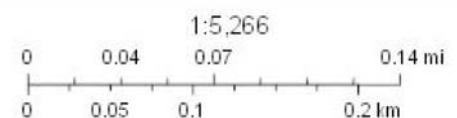
Notary Public

Fluvanna County, VA WebGIS

Parcels 57-A-17, 57-A-18 & 57-A-20 located off of Middleton Mills Lane in Palmyra, Virginia



October 28, 2019



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Virginia Geographic Information Network (VGIN)

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

TAB Z

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	Approval of Open Space Contract for CTD Corp.				
MOTION(s):	I move to approve the open space contract for CTD Corp for tax map parcel 10-A-54A; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-CTD Corp.'s executed open space contract -Map of tax map parcel 10-A-54A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 17th day of SEPTEMBER, 2019, by and between CTD Corp., party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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


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

Tax Map Parcel: 10-A-54A (32.501 acres)

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

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

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

 PRESIDENT (SEAL)
Landowner

Co-owner (s) (SEAL)

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

James J. Ehrmann, Landowner (s)

on this 17th day of September, 2019.

My commission expires: May 31st, 2022


Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

on this _____ day of _____.

My commission expires: _____

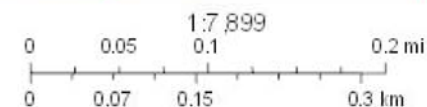
Notary Public

Fluvanna County, VA WebGIS Parcels - PIN: 10 A 54A

Located at 1018 Wounded Knee Lane, Troy, Virginia 22974



October 28, 2019



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Virginia

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB A

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	Approval of Open Space Contract for James J. and Diane Ehrmann				
MOTION(s):	I move to approve the open space contract for James J. and Diane Ehrmann for tax map parcel 10-A-68; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-James J. and Diane Ehrmann's executed open space contract -Map of tax map parcel 10-A-68				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 17th day of SEPTEMBER, 2019, by and between James J. & Diane Ehrmann, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

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

Tax Map Parcel: 10-A-68 (23.205 acres)

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

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

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

[Signature] (SEAL)
Landowner

[Signature] (SEAL)
Co-owner (s)

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

James J. & Diane Ehrmann, Landowner (s)

on this 17th day of September, 2019.

My commission expires: May 31st, 2022

Amanda Marie Akfner
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

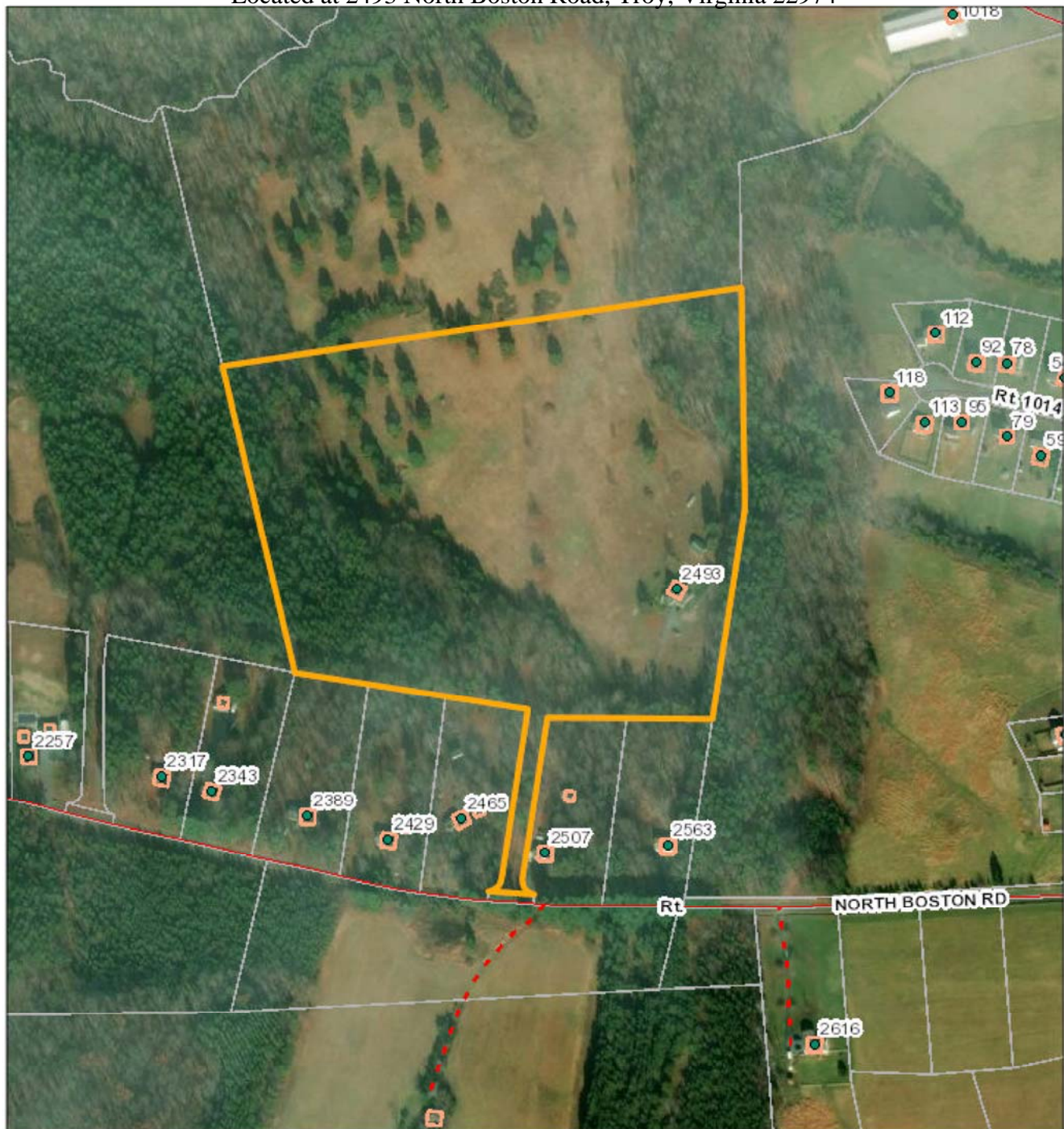
on this _____ day of _____, _____.

My commission expires: _____

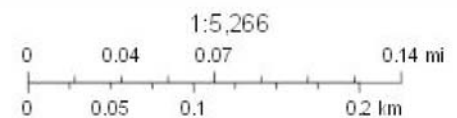
Notary Public

Fluvanna County, VA WebGIS Parcels - PIN: 10 A 68

Located at 2493 North Boston Road, Troy, Virginia 22974



October 29, 2019



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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

TAB B

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	Approval of Open Space Contract for Richard S. and Patricia S. Henry				
MOTION(s):	I move to approve the open space contract for Richard S. and Patricia S. Henry for tax map parcel 23-A-14A; agreement shall remain in effect for a term of ten (10) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Richard S. and Patricia S. Henry's executed open space contract -Map of tax map parcel 23-A-14A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

2019 THIS AGREEMENT, made this 1st day of August, by and between Richard S. & Patricia S. Henry, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

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

Tax Map Parcel: 23-A-14A (17.841 acres)

2. The Grantor agrees that during the term of this agreement:

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

- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
 - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
 - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
 - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
 - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
 - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of Ten (10) consecutive years.

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

Richard Henry (SEAL)
Landowner

Patricia S. Henry (SEAL)
Co-owner (s)

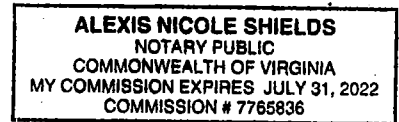
**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

Richard Henry & Patricia Henry, Landowner (s)

on this 1st day of August, 2019.

My commission expires: 07/31/2022



Alexis Shields
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

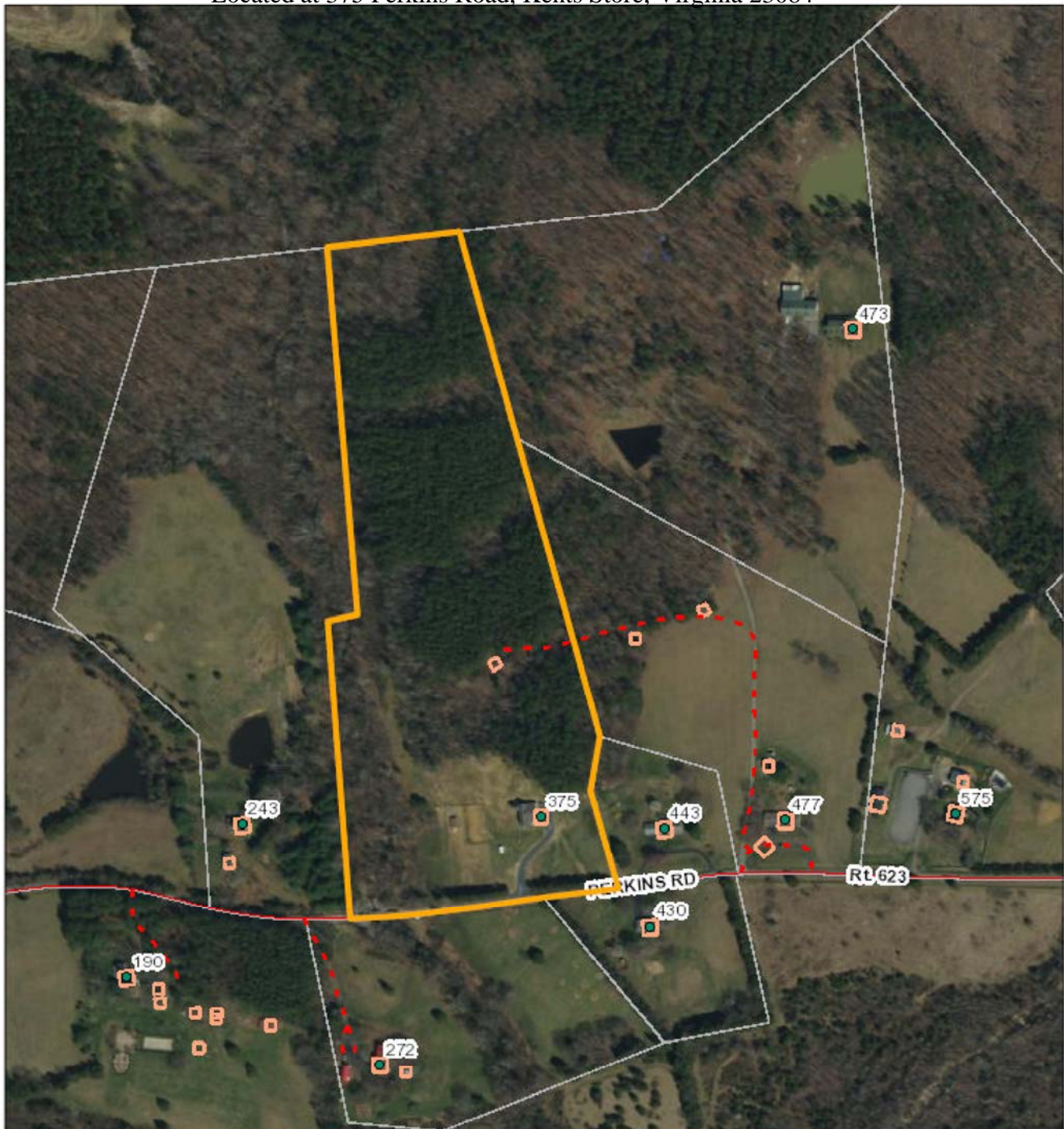
on this _____ day of _____, _____.

My commission expires: _____

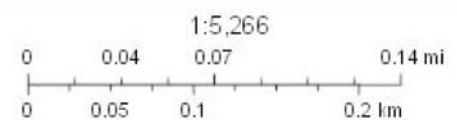
Notary Public

Fluvanna County, VA WebGIS Parcels - PIN: 23 A 14A

Located at 375 Perkins Road, Kents Store, Virginia 23084



October 29, 2019



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Virginia Geographic Information Network (VGIN)

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

TAB C

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	Approval of Open Space Contract for Bruce and Marylou Langevin				
MOTION(s):	I move to approve the open space contract for Bruce and Marylou Langevin for tax map parcel 22-13-12; agreement shall remain in effect for a term of fifteen (15) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Bruce and Marylou Langevin's executed open space contract -Map of tax map parcel 22-13-12				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 13th day of SEPTEMBER, 2019, by and between BRUCE + MARYLOU LANGEVIN, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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


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

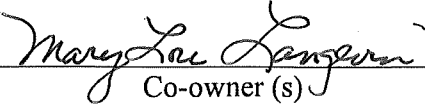
Tax Map Parcel: 22-13-12 (12.21 acres)

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

- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
 - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
 - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
 - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
 - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
 - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of FIFTEEN (15) consecutive years.

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

 (SEAL)
Landowner

 (SEAL)
Co-owner (s)

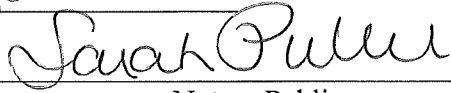
STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

Bruce Langerin + Mary Lou Langerin, Landowner (s)

on this 13th day of September, 2019.

My commission expires: 9/30/2023


Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

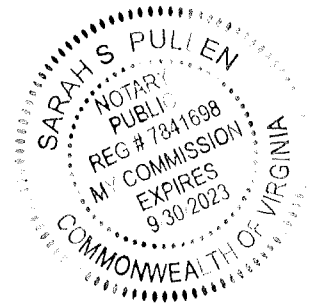
The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

on this _____ day of _____, _____.

My commission expires: _____

Notary Public

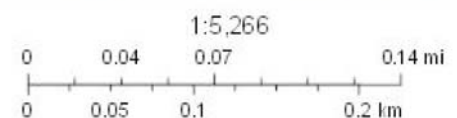


Fluvanna County, VA WebGIS Parcels - PIN: 22 13 12

Located at 428 Andergar Lane, Kents Store, Virginia 23084



October 29, 2019



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Virginia Geographic Information Network (VGIN)

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB D

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	Approval of Open Space Contract for Pardee Virginia Timber 2 LLC				
MOTION(s):	I move to approve the open space contract for Pardee Virginia Timber 2 LLC for tax map parcels 28-10-11 and 28-10-15; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	These properties qualify for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Pardee Virginia Timber 2 LLC's executed open space contract -Map of tax map parcels 28-10-11 and 28-10-15				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 16th day of September, 2019, by and between Pardee Virginia Timber 2 LLC, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

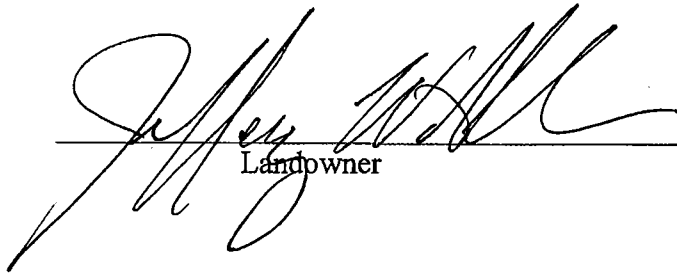
1. This agreement shall apply to all the following described real estate:

Tax Map Parcels: 28-10-11 (11.58 acres)
 28-10-15 (19.27 acres)
 Total Acreage: 30.85 acres

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

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

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

 (SEAL)
Landowner

Co-owner (s) (SEAL)

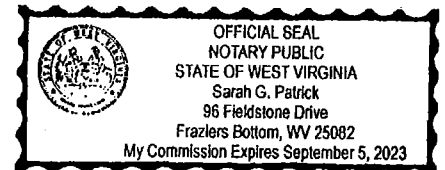
STATE OF ~~VIRGINIA~~ West Virginia
COUNTY OF ~~FLUVANNA~~, to-wit:
Putnam

The foregoing instrument was acknowledged before me by

Jeffery W. Allen, VP, Landowner (s)

on this 16th day of September, 2019.

My commission expires: September 5, 2023




Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

on this _____ day of _____, _____.

My commission expires: _____

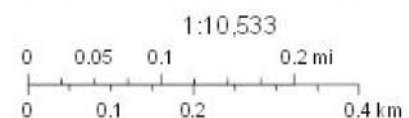
Notary Public

Fluvanna County, VA WebGIS Parcels - PIN: 28 A 56

Parcels 28-10-11 & 28-10-15 being a portion of 28-A-56 located off of Middle Fork Road & Long Acre Road in Palmyra, Virginia



October 29, 2019



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Virginia Geographic Information Network (VGIN)

Plat Book 3 p. 298

Site Data:

Property Zoned A-1
 (1 Dwelling unit per 2 Acres allowed)
 Minimum Lot Width = 300ft.
 Total Acreage = 499.26 Acres
 Total Acreage in Lots = 492.32 Acres
 Total Acreage dedicated
 to public use = 6.94 Acres
 Reference: Plat Book 3 pages 250 & 251
 D.B.999 p.1331 (Inst.No.1703936)

TM28-A-6 > Parcels 1-A thru 1-E

No. of Proposed lots = 5
 Min. Lot size proposed = 4.23 Acres
 Max. Lot size proposed = 178.57 Acres
 Average Lot size proposed = 50.22 Acres

TM28-A-5 > Parcels 2-A thru 2-E

No. of Proposed lots = 5
 Min. Lot size proposed = 2.03 Acres
 Max. Lot size proposed = 114.68 Acres
 Average Lot size proposed = 30.56 Acres

TM28-A-56 > Parcels 3-A thru 3-E

No. of Proposed lots = 5
 Min. Lot size proposed = 4.14 Acres
 Max. Lot size proposed = 33.32 Acres
 Average Lot size proposed = 17.69 Acres
 Residue = 0 Acres

Notes:

- Owner/Subdivider
 Pardee Virginia Timber 2 LLC
 By: Pardee & Curtin Holding Company LLC
 Its: Sole Member
 By: Jeffery W. Allen
 Its: Vice President
 1717 Arch Street
 Suite 4010
 Philadelphia, PA 19103
 304-760-7085
- Property Zoned A-1.
 Setback Requirements: Front=125ft./Side=50ft./Rear=75ft.
- This plat has been prepared without the benefit of a title examination and therefore does not necessarily indicate all encumbrances on the property.
- This plat is based on a current field survey.
- This land is situated in F.I.R.M. Flood Plain Zone X (Areas determined to be outside the 0.2% annual chance floodplain) as shown on Fluvanna County, Virginia Community Panel No. 51065C0180C. Effective Date May 16, 2008.
- Location of all private entrances will be addressed upon individual request to VDOT.
- Lots to be served by private water and sewer.
- All areas are wooded with various ages of timber growth.
- The recordation of this plat hereby dedicates a 30ft. utility and construction easement along both sides of State Route No. 680 50ft. dedicated R/W and along North side of State Route No. 639 5ft. dedicated additional R/W.

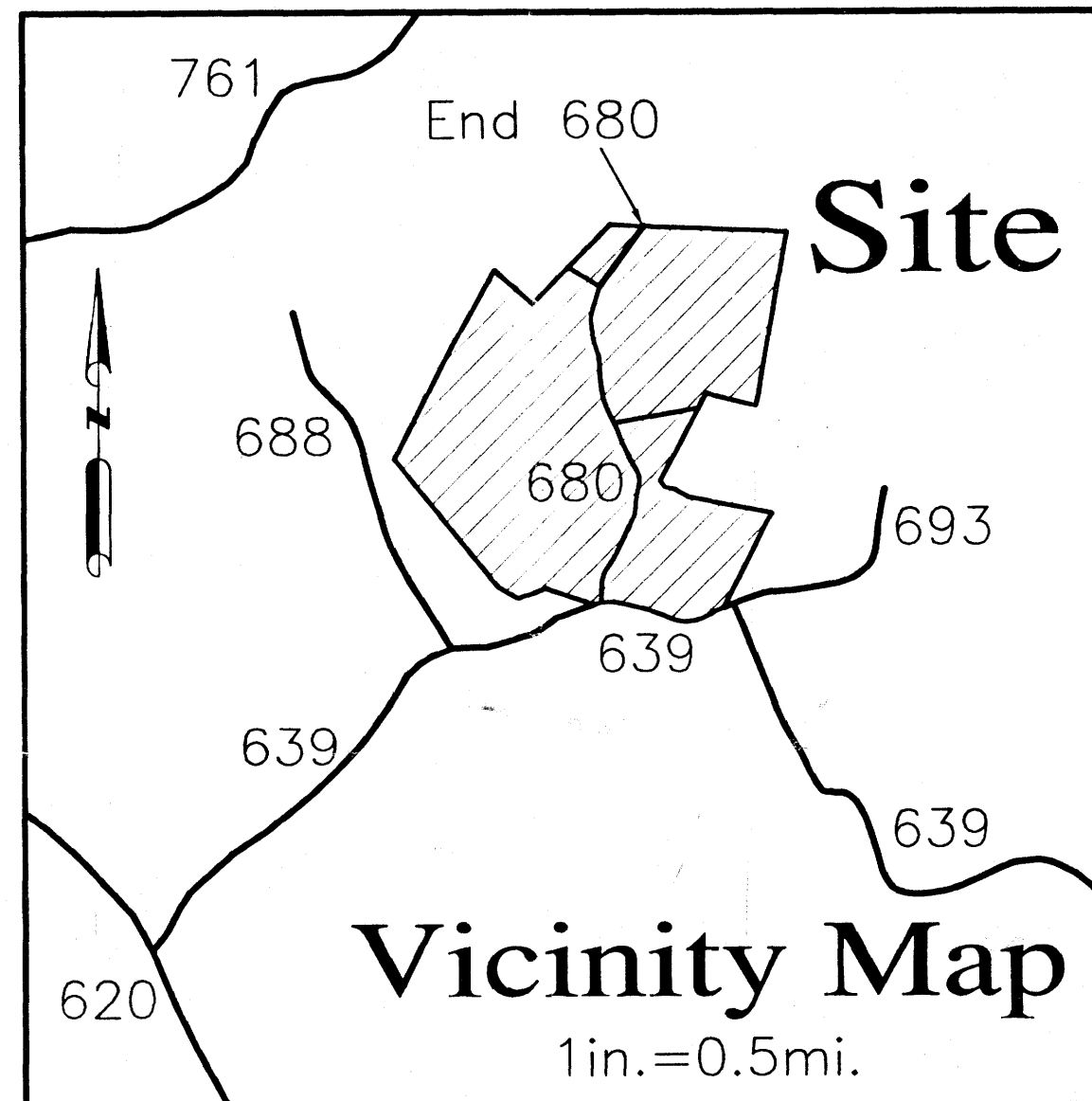
HEALTH DEPARTMENT APPROVAL NOTE:

This subdivision is approved for individual onsite sewage systems in accordance with the provisions of the Code of Virginia, and the Sewage Handling and Disposal Regulations (12 VAC 5-610-10 et seq., the "Regulations")

This subdivision was submitted to the Health Department for review pursuant to (S) 32.1-163.5 of the Code of Virginia which requires the Health Department to accept private soil evaluations and designs from an Authorized Onsite Soil Evaluator (AOSE) or a Professional Engineer working in consultation with an AOSE for residential development. The Department is not required to perform a field check of such evaluations. This subdivision was certified as being in compliance with the Board of Health's regulations by: Kenneth McClenny, OSE No.1275 Telephone No. 434.610.2696

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

The approved onsite sewage system sites are not shown in detail on this plat. Those sites are shown on a separate plat on file in the Fluvanna County Health Department.

**Surveyor**

I hereby certify that, to the best of my knowledge and belief, all requirements of the Board of Supervisors and ordinances of Fluvanna County, Virginia, regarding the platting of subdivisions within the County, have been complied with.

Elisha E. Hodges, III 1753 August 20, 2018
 Elisha E. Hodges, III Lic. No. Date

Owners Consent

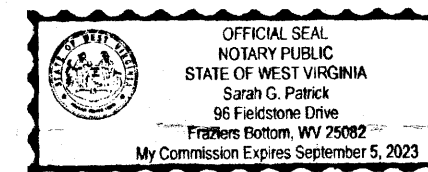
The platting and subdivision of Evergreen Subdivision located in the Cunningham District of Fluvanna County, Virginia being that property owned by Pardee Virginia Timber 2 LLC by D.B.996 p.724 Tract T-377 (Winston) being 499.26 Acres with 6.94 Acres dedicated to public use and 492.32 Acres in 15 lots is with the free consent and in accordance with the desires of the undersigned owners, proprietors and trustees, if any.

8/22/18 *Jeffery W. Allen*
 Date Owner: Pardee Virginia Timber 2 LLC
 By: Pardee & Curtin Holding Company LLC
 Its: Sole Member
 By: Jeffery W. Allen
 Its: Vice President

Notary

STATE OF West Virginia CITY/COUNTY OF Putnam

I, Sarah G. Patrick, a Notary Public in
 and for the City/County and State aforementioned; do hereby
 certify that the owners name as signed hereon above
 has on this 22nd day of August, 2018
 acknowledged the same before me.



Sarah G. Patrick
 Notary Public

N/A
 Notary Registration Number

My Commission expires 5th day of September, 2023.

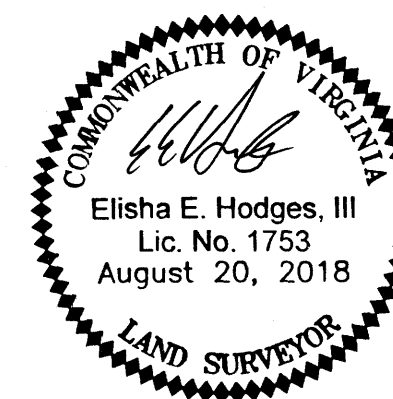
Approvals

The subdivision shown hereon has been reviewed and approved by the undersigned in accordance with existing regulations, and may be committed to record.

Brad Robin 1/31/19
 Subdivision Agent-Fluvanna County Date

Charles A. Miller 1-24-19
 Health Department Official Date

J. Mall Wood 9/17/18
 Virginia Department of Transportation Date



SHEET 1 OF 3

Minor Subdivision Plat

(Three Tax Parcels)

Evergreen Subdivision

D.B.996 p.724, Tract T-377 "Winston"

Cunningham District, Fluvanna County, Virginia
 August 20, 2018

Maxey & Associates, P.C.

Land Surveyors • Engineers • Planners • Consultants

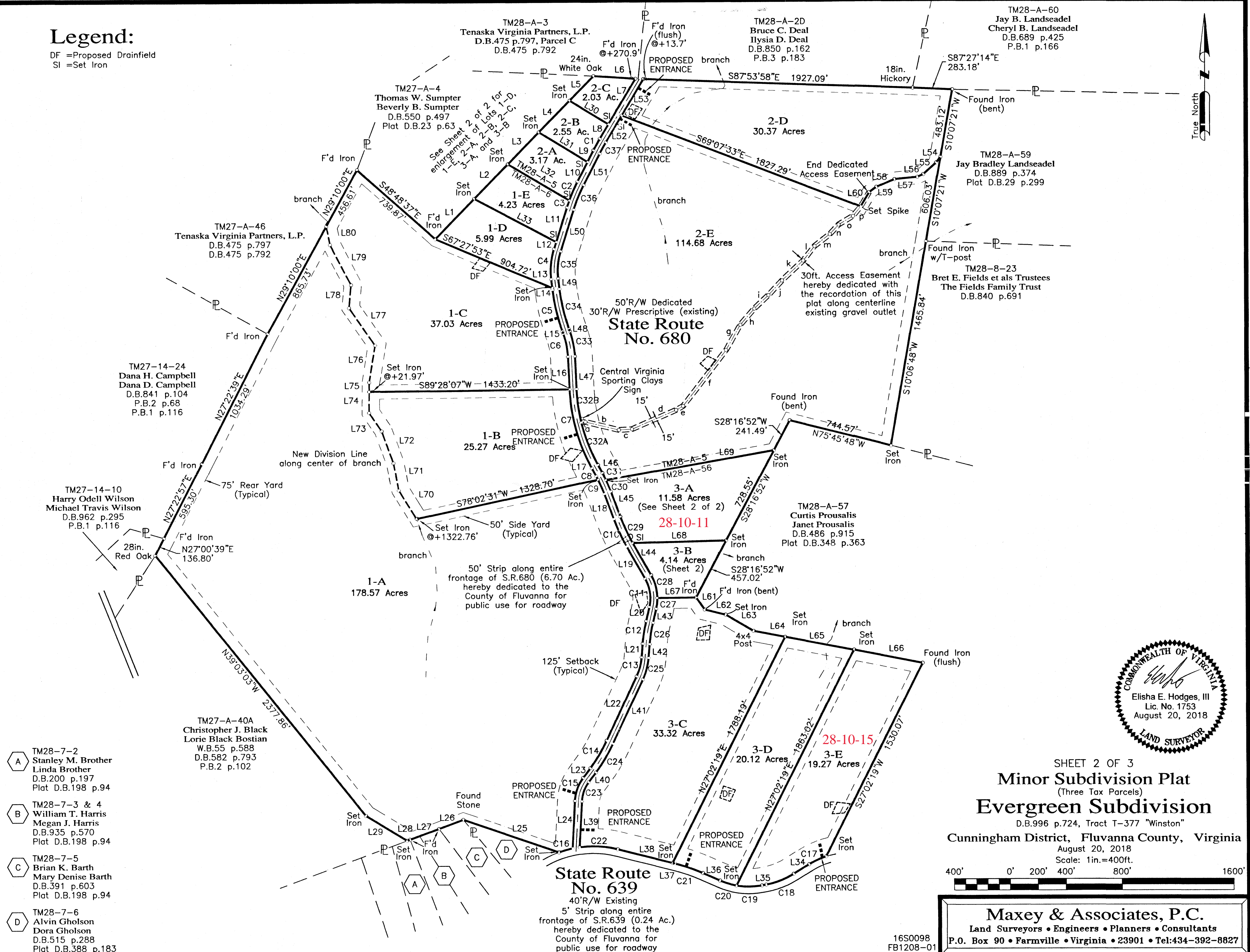
P.O. Box 90 • Farmville • Virginia • 23901 • Tel:434-392-8827

16S0098
 FB1208-01

Legend:

DF =Proposed Drainfield
SI =Set Iron

Plat Book 3 p. 299



(A) TM28-7-2
Stanley M. Brother
Linda Brother
D.B.200 p.197
Plat D.B.198 p.94

(B) TM28-7-3 & 4
William T. Harris
Megan J. Harris
D.B.935 p.570
Plat D.B.198 p.94

(C) TM28-7-5
Brian K. Barth
Mary Denise Barth
D.B.391 p.603
Plat D.B.198 p.94

(D) TM28-7-6
Alvin Gholson
Dora Gholson
D.B.515 p.288
Plat D.B.388 p.183

TM27-A-40A
Christopher J. Black
Lorie Black Bostian
W.B.55 p.588
D.B.582 p.793
P.B.2 p.102

TM27-14-24
Dana H. Campbell
Dana D. Campbell
D.B.841 p.104
P.B.2 p.68
P.B.1 p.116

TM27-14-10
Harry Odell Wilson
Michael Travis Wilson
D.B.962 p.295
P.B.1 p.116

TM27-A-46
Tenaska Virginia Partners, L.P.
D.B.475 p.797
D.B.475 p.792

TM27-A-4
Thomas W. Sumpter
Beverly B. Sumpter
D.B.550 p.497
Plat D.B.23 p.63

TM28-A-3
Tenaska Virginia Partners, L.P.
D.B.475 p.797, Parcel C
D.B.475 p.792

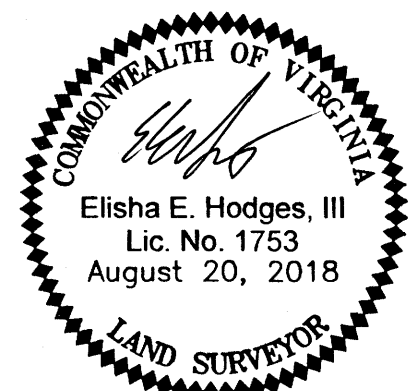
TM28-A-2D
Bruce C. Deal
Ilyssia D. Deal
D.B.850 p.162
P.B.3 p.183

TM28-A-60
Jay B. Landseadel
Cheryl B. Landseadel
D.B.689 p.425
P.B.1 p.166

TM28-A-59
Jay Bradley Landseadel
D.B.889 p.374
Plat D.B.29 p.299

TM28-8-23
Bret E. Fields et als Trustees
The Fields Family Trust
D.B.840 p.691

TM28-A-57
Curtis Prousalis
Janet Prousalis
D.B.486 p.915
Plat D.B.348 p.363

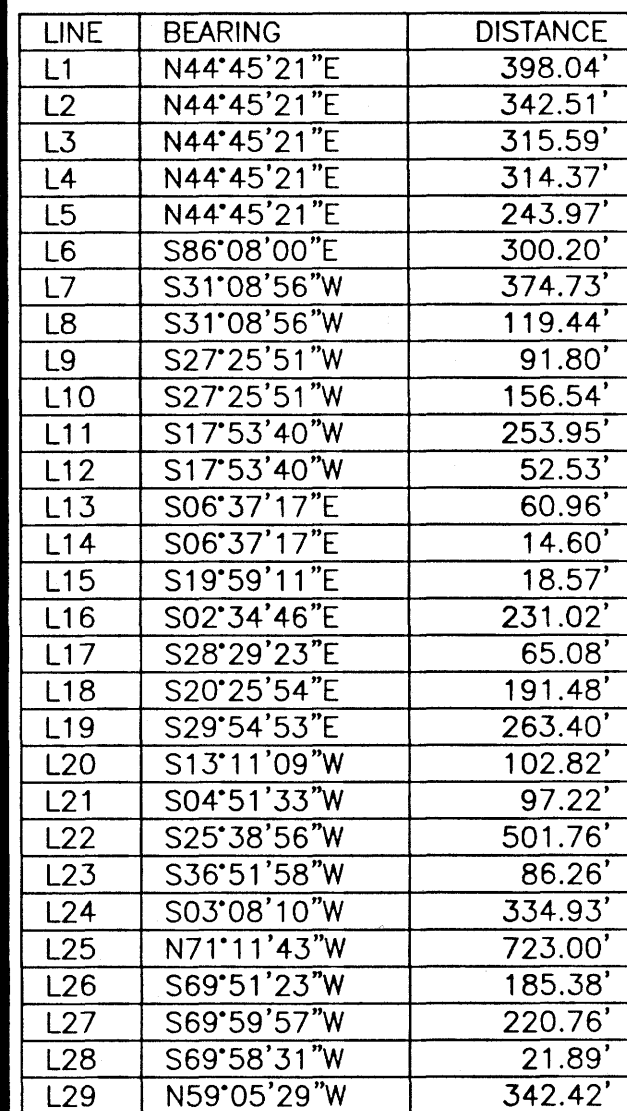


SHEET 2 OF 3
Minor Subdivision Plat
(Three Tax Parcels)
Evergreen Subdivision
D.B.996 p.724, Tract T-377 "Winston"
Cunningham District, Fluvanna County, Virginia
August 20, 2018
Scale: 1in.=400ft.



Maxey & Associates, P.C.
Land Surveyors • Engineers • Planners • Consultants
P.O. Box 90 • Farmville • Virginia • 23901 • Tel:434-392-8827

16S0098
FB1208-01



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1457.40'	94.58'	94.56'	S29°17'23"W	3°43'05"
C2	1190.30'	145.03'	144.94'	S23°56'25"W	6°58'51"
C3	1190.30'	53.09'	53.08'	S19°10'20"W	2°33'20"
C4	502.50'	215.01'	213.37'	S05°38'11"W	24°30'57"
C5	1298.20'	302.82'	302.14'	S13°18'14"E	13°21'54"
C6	548.00'	166.49'	165.85'	S11°16'59"E	17°24'25"
C7	1298.20'	587.07'	582.08'	S15°32'04"E	25°54'36"
C8	1001.20'	28.03'	28.03'	S27°41'15"E	1°36'14"
C9	1001.20'	112.78'	112.72'	S23°39'31"E	6°27'14"
C10	1298.50'	214.91'	214.67'	S25°10'24"E	9°28'58"
C11	276.60'	208.07'	203.20'	S08°21'52"E	43°06'01"
C12	1116.40'	162.24'	162.10'	S09°01'21"W	8°19'36"
C13	384.20'	139.41'	138.64'	S15°15'14"W	20°47'23"
C14	1160.40'	227.18'	226.82'	S31°15'27"W	11°13'03"
C15	297.80'	175.32'	172.79'	S20°00'04"W	33°43'49"
C16	728.04'	100.84'	100.76'	S74°30'17"W	7°56'10"
C17	529.22'	133.84'	133.48'	S65°58'28"W	14°29'23"
C18	572.14'	210.84'	209.65'	S69°17'12"W	21°06'51"
C19	520.43'	183.20'	182.26'	S89°55'42"W	20°10'11"
C20	520.43'	123.47'	123.18'	N73°11'25"W	13°35'34"
C21	1262.52'	210.19'	209.95'	N71°09'48"W	9°32'20"
C22	728.04'	273.97'	272.35'	N86°42'47"W	21°33'39"
C23	247.80'	145.88'	143.78'	N20°00'04"E	33°43'49"
C24	1210.40'	236.97'	236.59'	N31°15'27"E	11°13'03"
C25	434.20'	157.55'	156.69'	N15°15'14"E	20°47'23"
C26	1066.40'	154.98'	154.84'	N09°01'21"E	8°19'36"
C27	326.60'	77.11'	76.93'	N06°25'18"E	13°31'41"
C28	326.60'	168.57'	166.71'	N15°07'42"W	29°34'21"
C29	1248.50'	206.64'	206.40'	N25°10'24"W	9°28'58"
C30	1051.20'	90.47'	90.44'	N22°53'50"W	4°55'52"
C31	1051.20'	57.37'	57.36'	N26°55'34"W	3°07'36"
C32A	1248.20'	324.62'	323.71'	N21°02'21"W	14°54'04"
C32B	1248.20'	239.83'	239.47'	N08°05'03"W	11°00'33"
C33	598.00'	181.68'	180.98'	N11°16'59"W	17°24'25"
C34	1248.20'	291.16'	290.50'	N13°18'14"W	13°21'54"
C35	452.50'	193.62'	192.14'	N05°38'11"E	24°30'57"
C36	1140.30'	189.79'	189.57'	N22°39'45"E	9°32'11"
C37	1407.40'	91.33'	91.32'	N29°17'23"E	3°43'05"

Dedicated 30ft. Access Easement across Lot 2-E		
LINE	BEARING	DISTANCE
a	N81°36'57"E	30.25'
b	S76°17'12"E	244.88'
c	N87°04'17"E	94.58'
d	N66°56'27"E	344.39'
e	N61°00'21"E	57.47'
f	N38°05'38"E	501.70'
g	N29°45'02"E	206.23'
h	N41°25'28"E	151.54'
i	N47°13'19"E	139.22'
j	N43°21'56"E	142.41'
k	N47°29'14"E	206.51'
l	N38°19'15"E	129.87'
m	N53°05'03"E	136.99'
n	N43°43'04"E	91.90'
o	N59°44'37"E	119.20'
p	N39°34'18"E	86.81'
L60	S31°14'34"W	117.11'

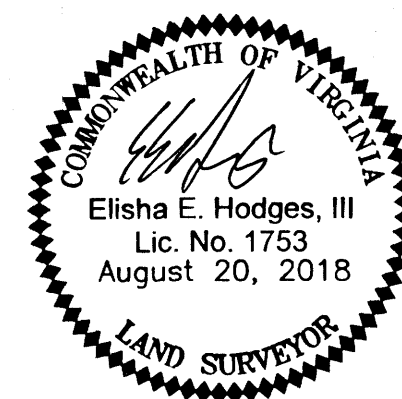
SHEET 3 OF 3

Minor Subdivision Plat
(Three Tax Parcels)


Evergreen Subdivision

D.B.996 p.724, Tract T-377 "Winston"

Cunningham District, Fluvanna County, Virginia



200' 0' 100' 200' 400' 800'



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Land Surveyors • Engineers • Planners • Consultants
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**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB E

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	Approval of Open Space Contract for Adam C. and Melissa Sue Proffitt				
MOTION(s):	I move to approve the open space contract for Adam C. and Melissa Sue Proffitt for tax map parcels 38-A-56 and 38-15-1; agreement shall remain in effect for a term of five (5) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	These properties qualify for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Adam C. and Melissa Sue Proffitt's executed open space contract -Map of tax map parcels 38-A-56 and 38-15-1				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 10 day of October, 2019, by and between Adam C. & Melissa Sue Proffitt, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

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

Tax Map Parcel: 38-A-56 (13.67 acres)

38-15-1 (6.51 acres)

Total Acreage: 20.18 acres

2. The Grantor agrees that during the term of this agreement:

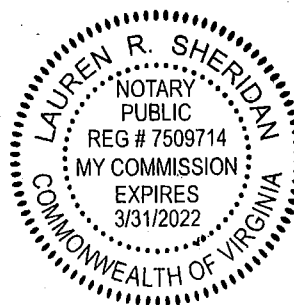
- A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
- B. There shall be no display of billboards,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

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

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

MSR Proffitt (SEAL)
Landowner

Adam & Melissa Proffitt (SEAL)
Co-owner (s)



STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

Adam & Melissa Proffitt, Landowner (s)

on this 10th day of October, 2019.

My commission expires: 3/31/2022

Lauren R. Sheridan
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

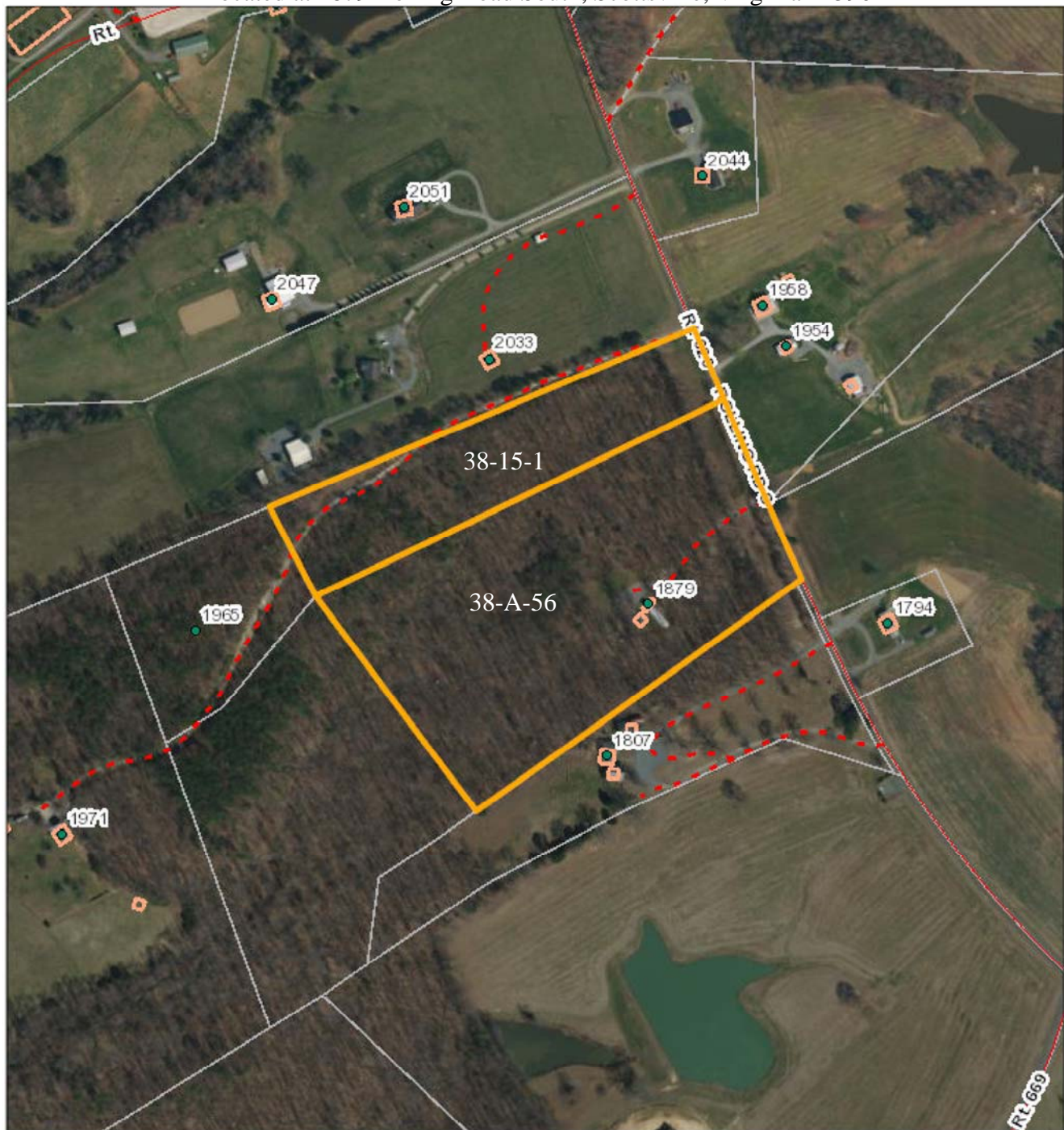
on this _____ day of _____, _____.

My commission expires: _____

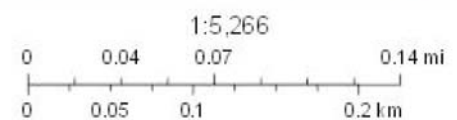
Notary Public

Fluvanna County, VA WebGIS Parcels - 38-A-56 & 38-15-1

Located at 1879 Rolling Road South, Scottsville, Virginia 24590



October 29, 2019



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Virginia Geographic Information Network (VGIN)

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB F

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	Approval of Open Space Contract for Donald Wayne and Darlene Mason Rea				
MOTION(s):	I move to approve the open space contract for Donald Wayne and Darlene Mason Rea for tax map parcel 17-8-B; agreement shall remain in effect for a term of fifteen (15) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Donald Wayne and Darlene Mason Rea's executed open space contract -Map of tax map parcel 17-8-B				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 15th day of August, 2019, by and between Donald Wayne & Darlene Mason Rea, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

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

Tax Map Parcel: 17-8-B (10.778 acres)

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

- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
 - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
 - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
 - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
 - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
 - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a term of Fifteen (15) consecutive years.

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

Donald W. Rea (SEAL)
Landowner

Darlene M. Rea (SEAL)
Co-owner (s)

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

Donald and Darlene Rea, Landowner (s)

on this 15 day of August, 2019.

My commission expires: 08/31/2023



Megan Diane Morris
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

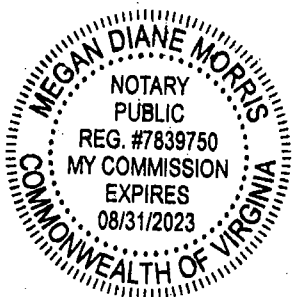
STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

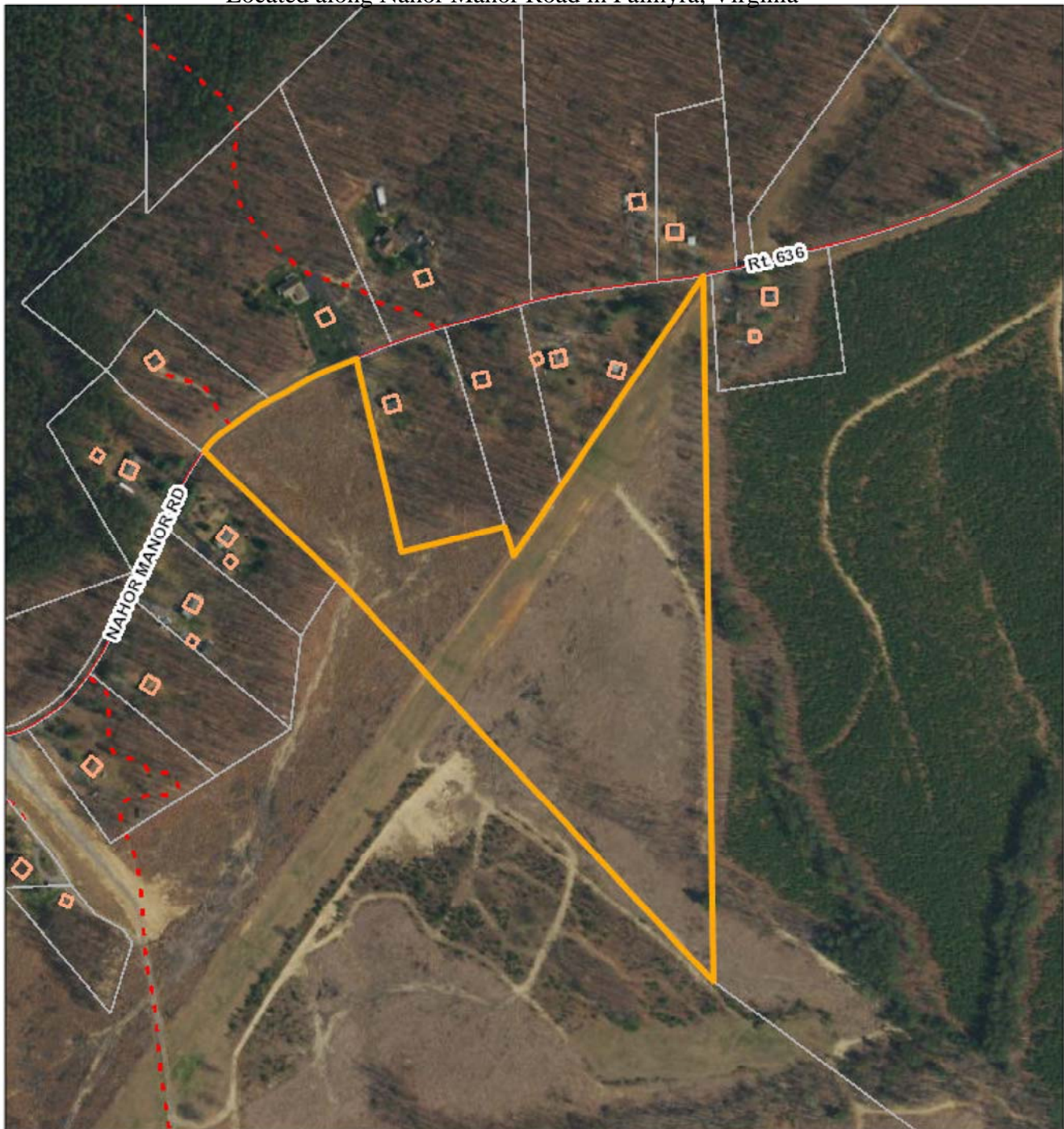
on this _____ day of _____, _____.

My commission expires: _____

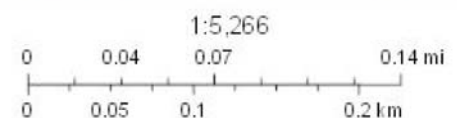


Notary Public

Fluvanna County, VA WebGIS Parcels - PIN: 17 8 B Located along Nahor Manor Road in Palmyra, Virginia



October 29, 2019



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Virginia Geographic Information Network (VGIN)

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB G

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	Approval of Open Space Contract for Darleen H. Schultz				
MOTION(s):	I move to approve the open space contract for Darleen H. Schultz for tax map parcel 16-A-6A; agreement shall remain in effect for a term of fifteen (15) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Darleen H. Schultz's executed open space contract -Map of tax map parcel 16-A-6A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 19 day of August, 2019, by and between Darleen H. Schultz, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

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

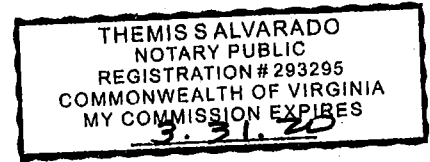
Tax Map Parcel: 16-A-6A (20.0 acres)

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

- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
 - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
 - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
 - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
 - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
 - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of fifteen years (15) consecutive years.

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

Darleen H. Schultz (SEAL)
Landowner



Co-owner (s) (SEAL)

STATE OF VIRGINIA ^{TA}
COUNTY OF FLUVANNA, to-wit: Newport News

The foregoing instrument was acknowledged before me by

Darleen H. Schultz Landowner (s)

on this 19th day of August, 2019.

My commission expires: 3.31.20

Alvarado
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

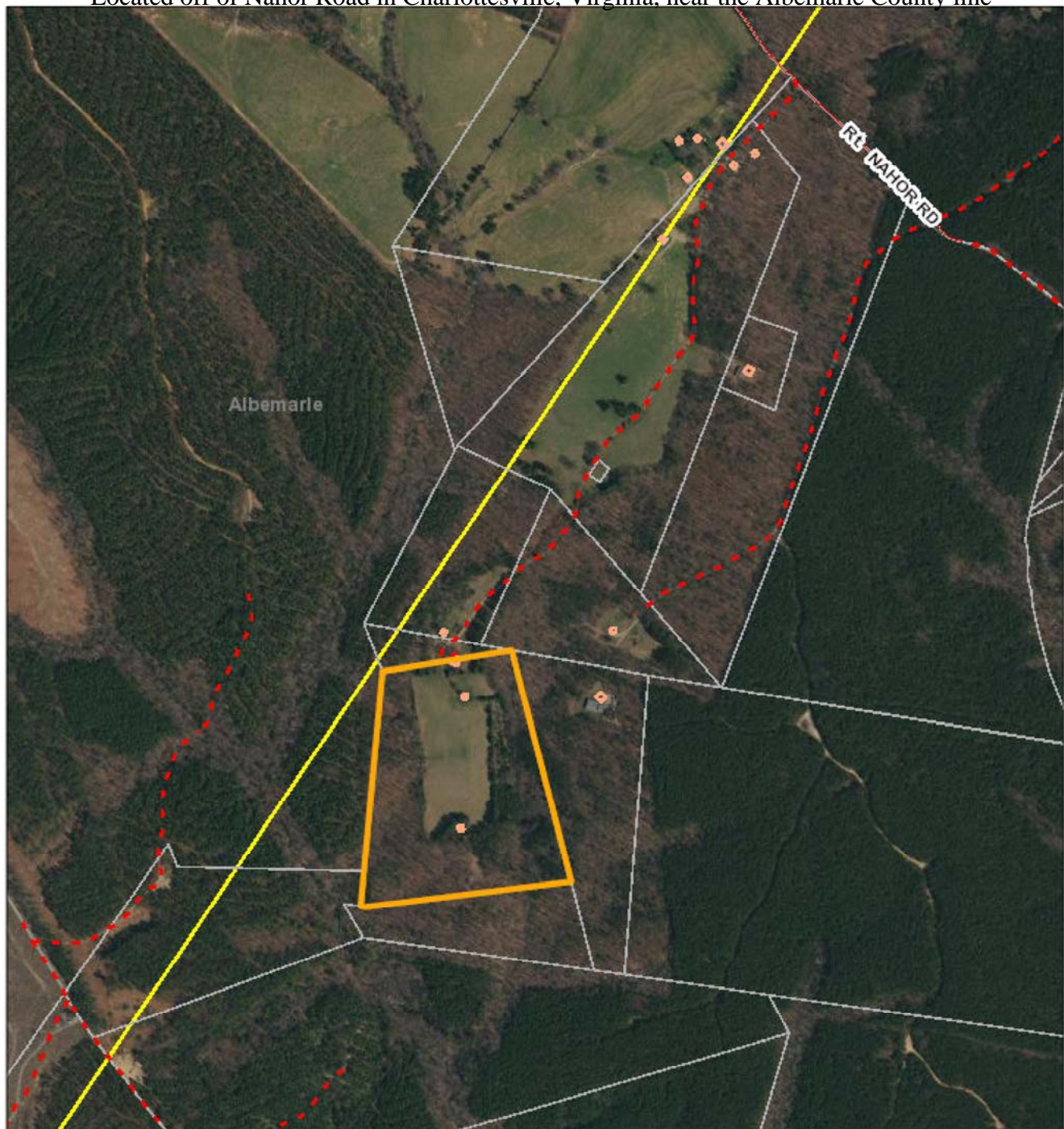
on this _____ day of _____, _____.

My commission expires: _____

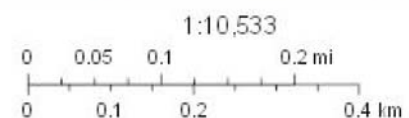
Notary Public

Fluvanna County, VA WebGIS Parcels - PIN: 16 A 6A

Located off of Nahor Road in Charlottesville, Virginia, near the Albemarle County line



October 29, 2019



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Virginia Geographic Information Network (VGIN)

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

TAB H

MEETING DATE:	November 6, 2019				
AGENDA TITLE:	Approval of Open Space Contract for Bobby K. Jr. and Kelly H. Stanley				
MOTION(s):	I move to approve the open space contract for Bobby K. Jr. and Kelly H. Stanley for tax map parcel 16-18-2; agreement shall remain in effect for a term of fifteen (15) consecutive years.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Bobby K. Jr. & Kelly H. Stanley's executed open space contract -Map of tax map parcel 16-18-2				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 25 day of OCTOBER, 2019, by and between Bobby K. Stanley Jr. + Kelly H. Stanley party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

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

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

WHEREAS, the County has determined:

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

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

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

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

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

16-18-2 (10.5 acres)

2. The Grantor agrees that during the term of this agreement:

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

- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
 - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
 - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
 - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
 - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
 - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of 15 () consecutive years.

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

Bobby K. Stanley (SEAL)
Landowner

Kelly H. Stanley (SEAL)
Co-owner (s)



STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

Bobby K. Jr. + Kelly H. Stanley Landowner (s)

on this 25th day of October, 2019

My commission expires: 3/31/2022

Lauren R. Sheridan
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

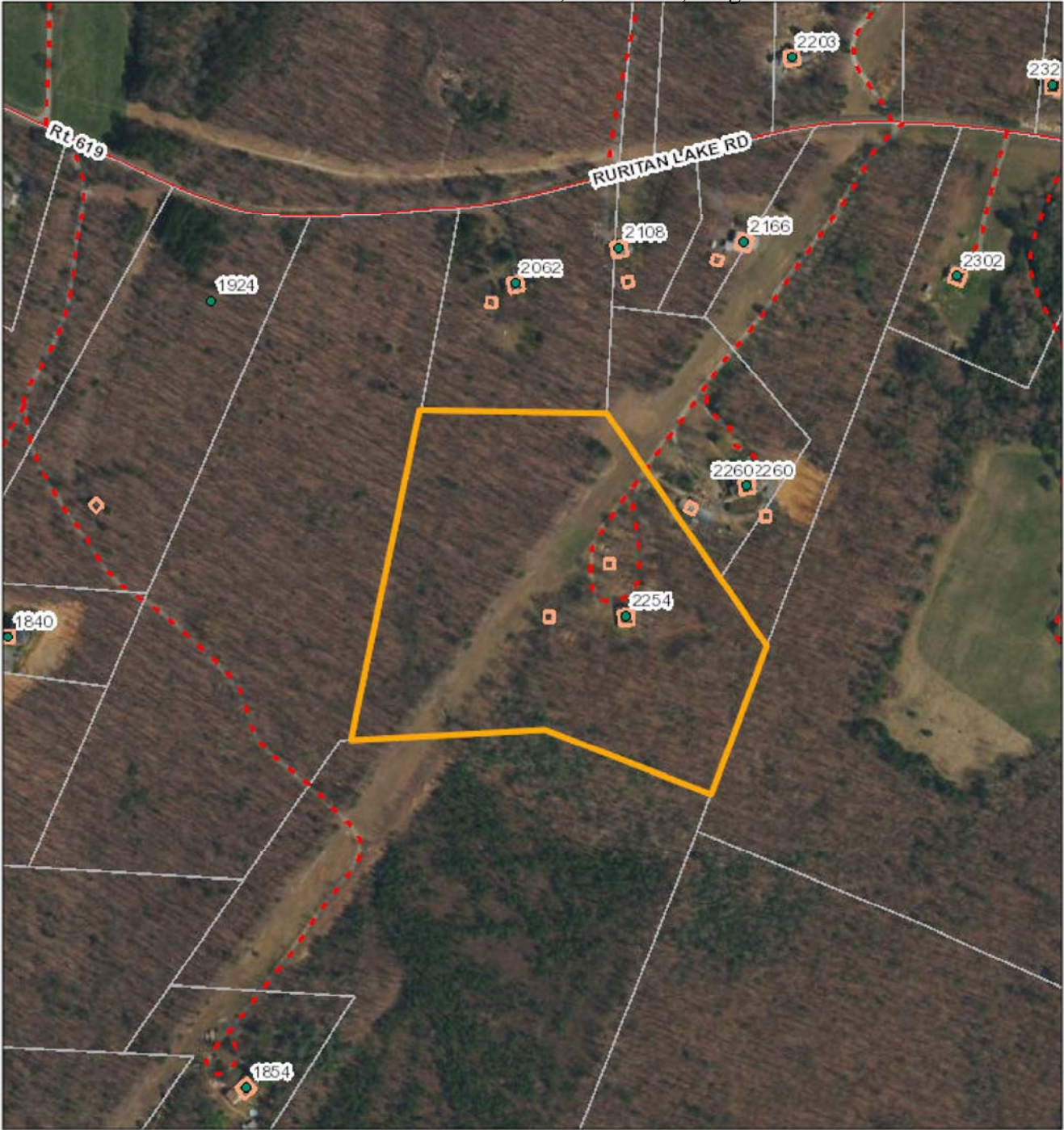
_____, Fluvanna County Administrator

on this _____ day of _____, _____.

My commission expires: _____

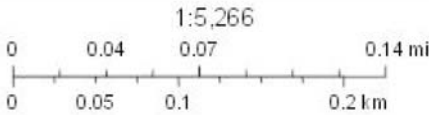
Notary Public

Fluvanna County, VA WebGIS Parcels - PIN: 16 18 2
Located at 2254 Ruritan Lake Road, Scottsville, Virginia 24590



October 29, 2019

- | | | |
|----------------------|--------------------|--------------|
| Parcels | Road Labels | Roads |
| Town Boundary | Interstate | Interstate |
| Surrounding Counties | Primary | Primary |
| County Boundary | Secondary | Secondary |
| | Other | Other |



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Virginia Geographic Information Network (VGIN)

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

Incl?	Item
<input checked="" type="checkbox"/>	Unassigned Fund Balance Report
<input checked="" type="checkbox"/>	BOS Contingency Balance Report
<input checked="" type="checkbox"/>	Capital Reserve Balances Memo
<input type="checkbox"/>	Fluvanna County Bank Balances
<input type="checkbox"/>	Building Inspections Report
<input type="checkbox"/>	VDOT Monthly Report
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

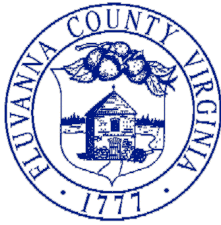
BOS2019-11-06 p.283/288
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: November 06,2019
From: Liz McIver – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

*FY19 Year End (Unaudited) Unassigned Fund Balance:	*\$2,941,789
Less: FY20 ZXR Waterworks Operations Plan Development – 07.02.19	-\$53,250
Less: FY20 Water and Sewer Master Plan – 07.02.19	-\$235,570
Less: FY20 Fluvanna Rescue Ambulance CIP – 08.21.19	-\$190,000
Current (Unaudited) Unassigned Fund	*\$2,462,969

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



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

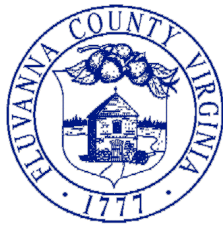
BOS2019-11-06 p.285/288
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: November 06, 2019
From: Liz McIver – Management Analyst
To: Board of Supervisors
Subject: FY20 BOS Contingency Balance

The FY20 BOS Contingency line balance is as follows:

Beginning Budget:	\$211,744
Less: FY20 Purchase of TMP 51-A-130 – 08.07.19	-\$60,985
Less: FY20 Sheriff's Office Evidence Storage Building	-\$28,500
Available:	\$122,259



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

MEMORANDUM

BOS2019-11-06 p.287/288
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

Date: November 6, 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	\$86,389
Add: FY19 Closed CRM Projects 6/30/19	\$51,538
Total FY20 Budget:	\$387,927
Less: Skid Steer - 07.02.19	-\$3,500
Less: Library Roof Repair - 08.07.19	-\$12,000
Less: Energy Recovery Unit Repair – 08.21.19	-\$5,489
Less: Additional excavation & material for ADA Trail erosion repair	-\$4,983
Less: John Deere Backhoe/Bobcat Mini Excavator Repair	-\$14,000
FY20 Available:	\$347,955

Schools Capital Reserve:

FY20 Budget Allocation:	\$250,000
FY19 Carryover	\$194,149
Total FY20 Budget:	\$444,149
Less: Bus Garage Fencing – 08.07.19	-\$18,500
Less: Flashing Speed Limit Sign – 08.07.19	-\$6,500
Less: Replace Diesel and Gas pump – 08.07.19	-\$14,000
FY20 Available:	\$405,149