



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

May 19, 2021 at 7:00 pm

TAB	AGENDA ITEMS
1	CALL TO ORDER
2	PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE
3	ADOPTION OF AGENDA
4	COUNTY ADMINISTRATOR'S REPORT
5	PUBLIC COMMENTS #1 (5 minutes each)
6	PUBLIC HEARING
A	SUP 21:02 Amy and Joshua Bower – Douglas Miles, Community Development Director
B	ZTA 21:01 An Ordinance to Amend Zoning Ordinance – Douglas Miles, Community Development Director
C	SUP 20:02 Quigley Properties LLC – Douglas Miles, Community Development Director
7	ACTION MATTERS
D	Authorization to Advertise a Public Hearing for the SSYP – Eric Dahl, County Administrator
E	General Reassessment Services of Real Property Contract – Cyndi Toler, Purchasing Officer
F	Waiver to Administer an Existing Split Precinct – Eric Dahl, County Administrator & Joyce Pace, General Registrar
7A	APPOINTMENTS
8	PRESENTATIONS (normally not to exceed 10 minutes each)
G	VDOT Secondary Six Year Plan/Quarterly update—Bethel Kefyalew, VDOT, Louisa Residency
H	Economic Development Projects Update – Bryan Rothamel, Economic Development Coordinator
I	State and Local Coronavirus Fiscal Recovery Fund - American Rescue Plan Act (ARPA)– Eric Dahl, County Administrator
9	CONSENT AGENDA
J	Minutes of May 5, 2021 – Caitlin Solis, Clerk to the Board of Supervisors
K	Proclaiming May 2021 Older Americans Month – Eric Dahl, County Administrator
10	UNFINISHED BUSINESS
	TBD
11	NEW BUSINESS
	TBD
12	PUBLIC COMMENTS #2 (5 minutes each)
13	CLOSED MEETING

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

TBD

14 – ADJOURN

A handwritten signature in black ink, appearing to be 'ERL', is centered on the page.

County Administrator Review

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

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

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.

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

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

TAB A

MEETING DATE:	May 19, 2021				
AGENDA TITLE:	SUP 21:02 Amy and Joshua Bower				
MOTION:	I move that the Board of Supervisors [approve/deny/defer] SUP 21:02, a Special Use Permit to allow an Agricultural Enterprise (winery) on 42.9 +/- acres known as Tax Map 48 Section 1 Parcel 3.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative:		N/A
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Douglas Miles, Community Development Director				
PRESENTER(S):	Douglas Miles, Community Development Director				
RECOMMENDATION:	At its meeting on April 13, 2021, the Planning Commission recommended Approval of SUP 21:02 (5-0); Mrs. Murray-Key moved to recommend Approval and Mr. Johnson seconded. AYES: Bibb, Johnson, Lagomarsino, Murray-Key and Zimmer.				
TIMING:	Normal Public Hearing review process				
FISCAL IMPACT:	The continued Agricultural Enterprise (winery) request will be taxed as a business.				
POLICY IMPACT:	Regarding SUP 21:02 Amy and Joshua Bower, the Board of Supervisors may: <ul style="list-style-type: none"> • Approve this request, allowing the land use to be continued there; OR • Deny this request, preventing the land use from being transferred; OR • Defer this request and make a final decision at a later Board meeting date. 				
LEGISLATIVE HISTORY:	Review of a proposed Special Use Permit in accordance with Chapter 22, Article 20 of the Fluvanna County Code Zoning Ordinance. Application received on March 1, 2021. Planning Commission reviewed the request on April 13, 2021.				
ENCLOSURES:	Amy and Joshua Bower Staff Report with recommended conditions				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2021-05-19 p.7/336

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

BOARD OF SUPERVISORS STAFF REPORT

To: Fluvanna County Board of Supervisors
Request: SUP for Agricultural Enterprise

From: Douglas Miles, AICP, CZA
District: Cunningham Election District

General Information:

This Special Use Permit (SUP) request is to be heard by the Board of Supervisors on Wednesday, May 19, 2021 at 7:00 pm in the Fluvanna County Library Meeting Room.

Applicants:

Amy and Joshua Bower

Requested Action:

SUP 21:02 Amy and Joshua Bower – A Special Use Permit request in the A-1 Agricultural, General District to permit an Agricultural Enterprise (winery) on 42.9 +/- acres known as Tax Map 48 Section 1 Parcel 3. The property is located on the north line of West River Road (Route 6) and 0.9 miles west of Hardware Road. The subject parcel is located within the Scottsville Community Planning Area and the Cunningham Election District.

Existing Zoning:

A-1, General Agricultural Zoning District

Existing Land Use:

Thistle Gate Winery, tasting room, and single-family dwelling

Planning Area:

Scottsville Community Planning Area

Comprehensive Plan:

The 2015 Fluvanna County Comprehensive Plan has this property within the Scottsville Community Planning Area that calls for Rural Preservation that includes: working farms and open space areas with low-density residential development. The Thistle Gate Winery and Tasting Room, established in 2007, has been operating as a working farm winery for fourteen (14) years along with a single-family dwelling and an accessory dwelling use.

These existing land uses are matching the comprehensive plan goals and objectives nicely and the proposed winery enhancements would remain in compliance with the Scottsville Community Planning Area's goals by continuing to expand the working farm winery by adding more areas through viticulture for the production of grapes into wine on the farm. The applicants plan to reside on the premises within the single-family home and intend to offer up their accessory dwelling for weekend stays at their winery for tourism purposes.

Planning Analysis:

This land use request is an Agricultural Enterprise – Agricultural related use that provides an agricultural service or produces goods from agricultural resources. These include processes that are a direct outgrowth, yet more intensive, of the products derived through agriculture, as defined in the Zoning Ordinance. Related uses include wineries and other similar facilities that produce alcoholic beverages such as craft brewing and distilling that could be added to their tasting room.

The applicants plan to continue the sale of table, fortified and sparkling wines and they may look to expand their tasting room products by brewing and serving beer and distilling spirits through the ABC licensing process. Indoor events would be limited to the maximum building occupancy of approximately forty-nine (49) persons. Limited food would be served from the tasting room with light fare typically served at a winery and the tasting room may be rented for private events.

The applicants have consulted with the Virginia Department of Health (VDH) in Charlottesville and the Office of Drinking Water (ODW) in Lexington and the state requirements for both food service and drinking water was explained to the applicants on operating the tasting room facility for compliance purposes. The ABC state licensing requirements are a part of the tasting room that the applicants will follow when operating it on the premises for state compliance purposes.

The land use request of Outdoor Gatherings – Any temporary, organized gathering expected to attract 200 or more persons at one time in open spaces outside an enclosed structure such as entertainment, food and music festivals would not be permitted on the premises. This land use would require a separate Special Use Permit (SUP) with specific case conditions for this request.

The applicants have indicated that most of the outdoor events associated with the winery would be located near the tasting room in the southwest corner at the Route 6 site entrance area. These outdoor events would be limited to less than 150 persons due to the toilet facility and parking space limitations. Outside food vendors may be at some outdoor events and outside caterers may be at some wedding receptions serving food along with the Thistle Gate wines and other spirits. The proposed 5K runs around the perimeter of the winery and the local philanthropic fundraising events are planned so that the winery owners can give back to the Fluvanna County community.

Special Use Permits:

When evaluating proposed uses for a special use permit, in addition to analyzing the potential adverse impacts of the use, staff utilizes two (2) general guidelines for evaluation as set forth in the zoning ordinance. First, the proposed use should not tend to change the character and established pattern of the area or community. The transfer of property ownership of the Thistle Gate Winery and the increased outdoor events associated with the winery should not change or alter the character of the area or surrounding community. The applicants want to continue to enhance the surrounding community by offering up new products and related services through the local tourism industry that this Fluvanna County-based winery currently offers on Route 6.

Second, the proposed use should be compatible with the uses permitted by right in that zoning district and shall not adversely affect the use of or the value of neighboring property. The winery land use currently on the premises would continue to enhance the serene, rural lifestyle along the

Hardware River that borders the property on the east and south side with the remainder of this site containing a heavily wooded buffer along the north and west sides of this existing property. The recommended case conditions would seek to ensure that the proposed outdoor events would remain in compliance with all State and/or County requirements as they relate to health, safety, noise and traffic purposes while continuing to offer up a pleasant, profitable winery experience.

The Board members should consider any potential adverse impacts, such as the increased traffic along Route 6 during the planned outdoor events on the premises, and the need for responsible winery patrons to avoid driving when inebriated at the end of the planned events. The designated driver program implemented through the winery management and staff will be an important aspect to conducting successful, on site outdoor wedding receptions and winery events.

Recommended Conditions:

The Planning Commission members and County Staff recommend Approval of the proposed Agricultural Enterprise (winery) use provided the impact upon the surrounding property owners is minimal. Staff has proposed recommended conditions to ensure that this use complies with all Federal, State and County Code requirements:

1. This Special Use Permit is granted for an Agricultural Enterprise (winery) use to Amy and Joshua Bower and is not transferable and it does not run with the land on Tax Map 48 Section 1 Parcel 3.
2. The applicants will provide staffing for private parking and traffic circulation purposes from Route 6 with event personnel clearly marked as "Event Staff" for safety reasons. The Fluvanna County Sheriff's Office shall be notified at least thirty (30) days prior to each Agricultural Enterprise (winery) event that is between 100 to 150 persons and is scheduled on the premises.
3. The Agricultural Enterprise (winery) and related winery or wedding reception events with outdoor live or recorded music shall be from 10:00 am until 11:00 pm, with the exception of 5K and 10K runs that may start at 7:00 am on the premises.
4. The applicants shall ensure compliance with the Noise Ordinance of the Code of the County of Fluvanna, as adopted and as enforced by the Fluvanna County Sheriff's Office.
5. The site shall be maintained in a neat and orderly manner so that the visual appearance from the public right-of-way and adjacent properties is acceptable to County officials.
6. The Board of Supervisors, or its representative, reserves the right to inspect the property for compliance with these conditions at any time.
7. Under Section 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 owners have substantially breached the conditions of the Special Use Permit.

Suggested Motion:

I move that the Board of Supervisors Approves SUP 21:02, a request to permit an Agricultural Enterprise (winery) use with respect to 42.9 +/- acres of Tax Map 48, Section 1, Parcel 3, subject to the seven (7) conditions listed in the staff report.

Attachments:

Application and Site Map
Aerial Vicinity Map



COUNTY OF FLUVANNA

“Responsive & Responsible Government”

BOS2021-05-19 p.11/336
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

NOTICE OF PUBLIC HEARING

May 3, 2021

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

RE: SUP 21:02 Amy and Joshua Bower (Thistle Gate Winery) / Tax Map 48 Section 1 Parcel 3

Dear «Name»:

This letter is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on:

Purpose: Board of Supervisors Public Hearing
Date: Wednesday, May 19, 2021
Time: 7:00 pm (Virtual Meeting)
Location: Fluvanna County Library

The applicant or applicant’s representative will be available at the Board of Supervisors meeting for:

SUP 21:02 Amy & Joshua Bower – A Special Use Permit request in the A-1, Agricultural General District to permit the establishment of the function and use of the Thistle Gate Winery with respect to 42.85 +/- acres of Tax Map 48, Section 1, Parcel 3. The property is located on the north side of West River Road (Route 6) approximately 1 mile west from its intersection with Hardware Road (Route 646). The subject parcel is within the Rural Residential Planning Area and the Cunningham Election District.

You are welcome to join online the public hearing and will have an opportunity to comment, if desired. The Board of Supervisors meeting is being held virtually due to the COVID-19 pandemic, instructions for participation in the Board of Supervisors public hearing will be available on Fluvanna County’s website <http://www.fluvannacounty.org> along with the Agenda and staff report. You can also contact the Fluvanna County Planning & Community Development Department, 8:00 am – 5:00 pm, Monday through Friday. If you have any questions regarding the application or the public hearing, please contact me at 434.591.1910 or at dmiles@fluvannacounty.org for further information on this planning case request.

Sincerely,

Douglas Miles

Douglas Miles, AICP, CZA
Community Development Director

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”) is entered into as of February, 2021 (the “**Effective Date**”), by and between **GEORGE C. CUSHNIE, JR.** and **LESLIE P. CUSHNIE** (together, “**Cushnie**”) and **THISTLE GATE VINEYARD, LLC**, a Virginia limited liability company (the “**LLC**” and, together with Cushnie, “**Seller**”), and **JOSHUA C. BOWER and AMY J. BOWER** (together, “**Buyer**”), and their successors or assigns.

RECITALS

R-1. Seller is the owner and operator of a vineyard and winery and related amenities located in Fluvanna County, Virginia, known as Thistle Gate Vineyard (the “**Business**”).

R-2. Cushnie is the owner of the real property and all improvements thereon and appurtenances thereto known as Fluvanna County TMP 48-1-3 containing 42.85 acres, more or less (the “**Real Property**” and the “**Improvements**”).

R-3. Buyer desires to purchase the Business and the Real Property, and Seller has agreed to sell the same, subject to and on the terms set forth in the Agreement.

AGREEMENT

Now, therefore, for and in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. **Recitals; Effective Date.** The foregoing recitals and preamble and the exhibits referenced in this Agreement are incorporated into this Agreement as if set forth in full herein. The “**Effective Date**” of this Agreement is the later of the date it is signed by the Buyer or the Seller, as indicated below their signatures.

2. **Sale and Purchase of the Property.**

a. Seller will sell, transfer and convey to Buyer, and Buyer will purchase and accept from Seller, for the Purchase Price (as defined in Section 3) and subject to the terms and conditions set forth in this Agreement, the following (collectively, the “**Property**”):

- i. The Real Property;
- ii. all Intellectual Property related in any way to the Business, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions;
- iii. the name “Thistle Gate Vineyard” and any other trade names used in connection with the Business;

Pages 2-35 are redacted.



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA

BOS2021-05-19 p.13/336

Application for Special Use Permit (SUP)

Owner of Record: George & Leslie Cushnie

Applicant of Record: Amy and Joshua Bower

Address: 5199 W River Rd Scottsville VA 24590

Address: 27 Zephyr Rd Palmyra VA 22963

Phone: 434 286 7781 Fax:

Phone: 434 989 2788 Fax:

Email: bowerjc00@gmail.com

Representative:

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

Address:

Phone: Fax:

Email:

RECEIVED
MAR 01 2021
Fluvanna County
Planning Dept

If property is in an Agricultural Forestal District, or Conservation Easement, please list information here:

Tax Map and Parcel(s) 48 1 3

Acreage 42.85 Zoning A-1

Deed Book and Page: DB 685-363

Location of Parcel: Rt 6 - 5199 W River Rd Scottsville

If any Deed Restrictions, please attach a copy

request for an SUP for the purpose of: Establishment of the function and use of the Thistle Gate Winery

*Ten copies of a sketch plan (8.5x11inches or 11x17inches) must be submitted, showing size and location of the lot, dimensions and location of the proposed building, structure or proposed use, and the dimensions and location of the existing structures on the lot.

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

Date: Signature of Owner/Applicant:

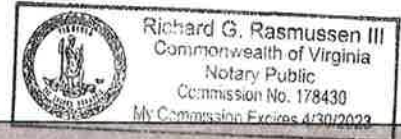
Amy J Bower *John C...*

Subscribed and sworn to before me this 15th day of March, 2021

Notary Public: *[Signature]* Register # 178430

My commission expires: 4-30-23

Certification: Date: 3/1/21



Office Use Only

Date Received: 3/3/2021 Pre-Application Meeting: PH Sign Deposit Received: 3/3/21 Application #: SUP 21 : 02

\$800.00 fee plus mailing costs paid: Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified Mail

Amendment of Condition: \$400.00 fee plus mailing costs paid:

Telecommunications Tower fee plus mailing costs paid: Telecom Consultant Review fee paid:

Election District: Cunningham Planning Area: Rural Residential

Public Hearings

Planning Commission

Board of Supervisors

Advertisement Dates: Advertisement Dates:
APO Notification: APO Notification:
Date of Hearing: Date of Hearing
Decision: Decision:



**Commonwealth of Virginia
County of Fluvanna
Public Hearing Sign Deposit**

Name: Amy & Joshua Bower
Address: 5199 W River Road (sign location)
City: Scottsville
State: Virginia Zip Code: 24590

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

[Signature] 2/28/21
Applicant Signature Date

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

OFFICE USE ONLY

Application #: BZA : CPA : SUP 21 : 02 ZMP : ZTA :

\$90 deposit paid per sign*:
Check # 451 \$90.00

Approximate date to be returned:

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

No improvements planned at this time

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

See attached

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

The closest adjacent residence is approximately 653' from the tasting room. This residence is buffered by a wooded area and Route 6. The next closest is over 1300'.

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

Thistle Gate Vineyard (TGV) is Fluvanna Counties oldest winery and has been in operation since 2007. TGV drives tourism to Fluvanna County and encourages County residence to spend their money locally. The additional events planned will only enhance the current Winery offerings increasing the Fluvanna County wine trail profile.

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

See attached.

Commonwealth of Virginia

County of Fluvanna

Special Use Permit Checklist

The following information shall be submitted with the application and is to be provided by the applicant for the processing of the application:

Applicant must supply	Staff Checklist
Completed Special Use Permit signed by the current owner(s) or lessee or written confirmation from the current owner or lessee granting the right to submit the application	
Ten (10) copies of a Site Plan for any expansion or new construction Include: <ul style="list-style-type: none"> • Plot plan or survey plat at an appropriate scale • Location and dimension of existing conditions and proposed development • <i>Commercial and Industrial Development</i>: parking, loading, signs, lighting, buffers and screening • Copy of the Tax Map showing the site (preferred) • General Location Map (preferred) 	
Supporting photographs are not required, but suggested for evidence	

All maps and plans submitted are to be either 8.5"x 11" or 11"x 17". One original of any size may be for staff use at the public hearing.

Staff Only	Staff Checklist
Preliminary review by planning staff for completeness and content: <ul style="list-style-type: none"> • Technical Review Committee review and comment • Determine all adjacent property owners • Placed as a Public Hearing on the next available agenda of the Planning Commission. 	
Notification of the scheduled Public Hearing to the following: <ul style="list-style-type: none"> • Applicant • All adjacent property owners • Local Newspaper advertisement 	
Staff Report to include, but not be limited to: <ul style="list-style-type: none"> • General information regarding the application • Any information concerning utilities or transportation • Consistency with good planning practices • Consistency with the comprehensive plan • Consistency with adjacent land use • Any detriments to the health, safety and welfare of the community. 	

The Special Use Permit application fee is made payable to the **County of Fluvanna**.

Meetings for the processing of the application

Applications must be submitted by the first working day of the month to have the process start that month. Applications received after the first working day will have the process start the following month.

Process:

1. Placed on next available Technical Review Committee Agenda.
2. Placed as a Public Hearing on the next available agenda of the Planning Commission the following month. Staff Report and Planning Commission recommendation forwarded to the Board.
3. Placed as a Public Hearing on the next available agenda of the Board of Supervisors (usually the same month as the Planning Commission).

Applicant or a representative must appear at the scheduled hearings.

The Technical Review Committee provides a professional critique of the application and plans. The Planning Commission may recommend to the Board of Supervisors: approval; approval subject to resubmittal or correction; or denial of the special use permit.

Board Actions

After considering all relevant information from the applicant and the public, the Board will deliberate on points addressed in the Staff Report.

The Board may approve; deny; or defer the request pending further consideration; or remand the case back to the Planning Commission for further consideration.

With **approval**, the development may proceed.

If **denied**, an appeal to the Courts may be prescribed by law

No similar request for a Special Use Permit for the same use at the same site may be made within one year after the denial.

February 28, 2021

Douglas Miles, AICP, CZA

Community Development Director
Fluvanna Planning & Community Development
Post Office Box 540 / 132 Main Street
Palmyra, Virginia, USA 22963

RECEIVED

MAR 01 2021

**Fluvanna County
Planning Dept**

Re: Thistle Gate Vineyards Special Use Permit

Dear Douglas:

This letter is to serve as a narrative for the activities at the Winery for the Necessity of Use portion of the Special Use Permit (SUP) application. Amy and Joshua Bower are submitting this SUP application as a contract purchaser. Thistle Gate Winery was established in 2007 and has been operating as a Farm Winery for over 13 years. This is a permitted use by the Code of Virginia 15.2-2288.3

Thistle Gate Vineyards (TGV) would continue as an Agricultural Enterprise with viticulture (cultivation and harvesting of grapes) for the production of grapes into wine. The vineyard is approximately 4.5 acres and may grow over time to 7 acres adding 3-4 new grapes to the vineyard.

The tasting room (located on the Southwest corner of the property near Route 6) would continue to have serve wine in bottles, per the glass and in tasting samples as licensed by ABC. The tasting room would be open daily and continue to have special and holiday events inside the building. The tasting room would be typically open from 10:00am – 11:00pm daily with special events that may start as early as 7:00am. Indoor events would be limited to the maximum building occupancy which is approximately 49 persons. Indoor music would be limited to tasting room hours. Limited food would be served from the tasting room with light fare typically served at a winery. The tasting room may be rented for private events within the same occupancy and timeframe rules as above.

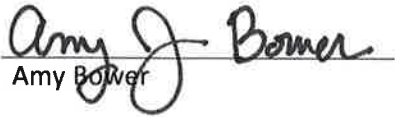
In addition to the current sale of wine (table, fortified and sparkling) TGV may will seek to expand with brewing and serving beer (ABC licensed) and distilling and serving alcohol (ABC licensed).

Most Outdoor events would be located near the in the Southwest corner of the property near the Route 6 entrance. Events may include the following: (1.) Winery related events and festivals with outdoor music. Event times would be approximately 10:00am – 11:00pm. Outdoor events would be limited to less than 150 persons due to toilet facility and parking limitations. Outside Food vendors may be a some events. (2.) Weddings/Receptions with outdoor music. Event times would be approximately 10:00am – 11:00pm. Outdoor events would be limited to less than 150 persons due to toilet facility and parking limitations. Outside Caterers may be a some weddings/receptions. (3.) 5k runs (all within the property) would typically occur in the mornings, start around 7:00am, and occur on the weekends. Outdoor music may be onsite during these events. Outdoor events would be limited to less than 150 persons due to toilet facility and parking limitations. (4.) The facility may be utilized for local philanthropic events within the same constraints as above. 7:00am – 11:00pm, limit of 150 persons and may include live music.

The onsite cottage (adjacent to the main house in the center of the property) will become an overnight rental. This cottage may be listed on sites such as Air BNB or Expedia.

We thank you for your time.

Sincerely,


Amy Bower


Joshua Bower

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”) is entered into as of February, 2021 (the “**Effective Date**”), by and between **GEORGE C. CUSHNIE, JR.** and **LESLIE P. CUSHNIE** (together, “**Cushnie**”) and **THISTLE GATE VINEYARD, LLC**, a Virginia limited liability company (the “**LLC**” and, together with Cushnie, “**Seller**”), and **JOSHUA C. BOWER and AMY J. BOWER** (together, “**Buyer**”), and their successors or assigns.

RECITALS

R-1. Seller is the owner and operator of a vineyard and winery and related amenities located in Fluvanna County, Virginia, known as Thistle Gate Vineyard (the “**Business**”).

R-2. Cushnie is the owner of the real property and all improvements thereon and appurtenances thereto known as Fluvanna County TMP 48-1-3 containing 42.85 acres, more or less (the “**Real Property**” and the “**Improvements**”).

R-3. Buyer desires to purchase the Business and the Real Property, and Seller has agreed to sell the same, subject to and on the terms set forth in the Agreement.

AGREEMENT

Now, therefore, for and in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. **Recitals; Effective Date.** The foregoing recitals and preamble and the exhibits referenced in this Agreement are incorporated into this Agreement as if set forth in full herein. The “**Effective Date**” of this Agreement is the later of the date it is signed by the Buyer or the Seller, as indicated below their signatures.

2. **Sale and Purchase of the Property.**

a. Seller will sell, transfer and convey to Buyer, and Buyer will purchase and accept from Seller, for the Purchase Price (as defined in Section 3) and subject to the terms and conditions set forth in this Agreement, the following (collectively, the “**Property**”):

i. The Real Property;

ii. all Intellectual Property related in any way to the Business, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions;

iii. the name “Thistle Gate Vineyard” and any other trade names used in connection with the Business;

Pages 2-35 are redacted.

[COUNTERPART SIGNATURE PAGE TO CONFIDENTIALITY, NON-COMPETITION
AND NON-SOLICITATION AGREEMENT.]

Owner:

_____(SEAL)

Cushnie:


_____(SEAL)
George C. Cushnie, Jr.

Date: 2/16/21


_____(SEAL)
Leslie P. Cushnie

Date: 2/16/21

LEGEND:

- IF IRON FOUND
- IS IRON SET

APPROXIMATE LOCATION OF AREA WITHIN ZONE A (100 YEAR FLOOD PLAIN) ACCORDING TO THE FLOOD INSURANCE RATE MAPS, EFFECTIVE DATE 5/16/2008 (COMMUNITY PANEL 510056 0145C).

T.M. 48-A-94
THUNDER CLOUD, LLC
D.B. 890-453
O.B. 889-439
P.B. 2-181
P.B. 2-180

COURSES ALONG NEW INTERNAL DIVISION LINES

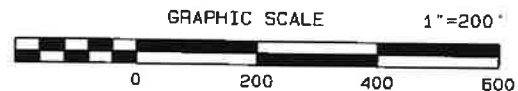
LINE	BEARING	DISTANCE
L1	S23°44'20"E	25.13
L2	S23°44'20"E	21.19
L3	N83°44'02"E	40.11
L4	S85°53'39"E	143.59
L5	S69°04'49"E	40.36
L6	S43°47'43"E	49.01
L7	S25°57'29"E	32.44
L8	S13°27'22"W	125.23
L9	S13°15'02"W	169.96
L10	S30°18'44"W	61.99
L11	S13°32'50"W	99.11
L12	S09°52'11"E	148.17
L13	S27°26'26"W	56.02
L14	S70°11'27"W	393.26



Δ = 2°02'05"
R = 1457.39'
L = 51.75'
T = 25.88'
C = 51.75'
CB = N53°03'51"W

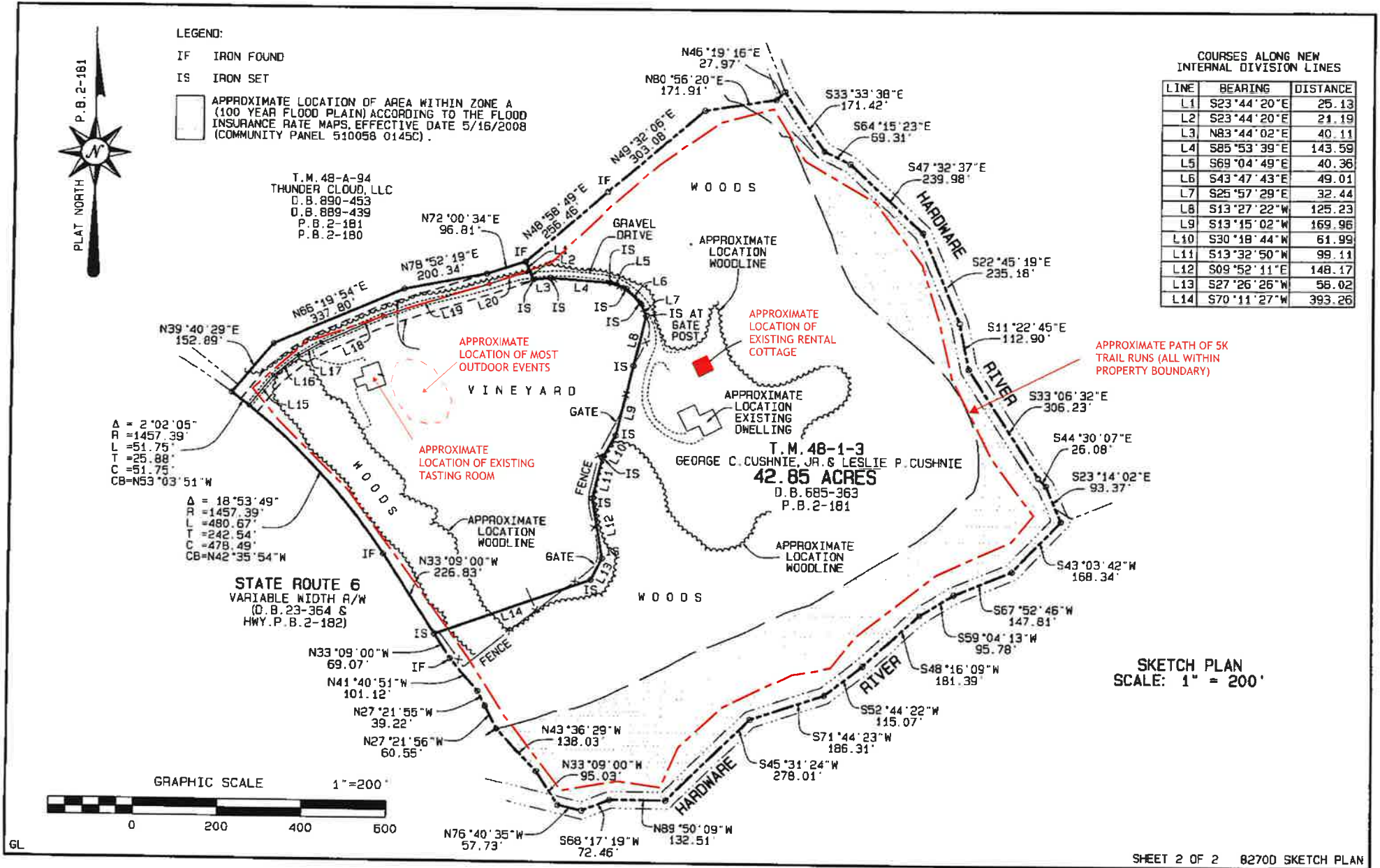
Δ = 18°53'49"
R = 1457.39'
L = 480.67'
T = 242.54'
C = 478.49'
CB = N42°35'54"W

STATE ROUTE 6
VARIABLE WIDTH R/W
(D.B. 23-364 &
HWY. P.B. 2-182)



APPROXIMATE PATH OF 5K TRAIL RUNS (ALL WITHIN PROPERTY BOUNDARY)

SKETCH PLAN
SCALE: 1" = 200'



GL

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

TAB B

MEETING DATE:	May 19, 2021				
AGENDA TITLE:	ZTA 21:01 Board of Zoning Appeals Regulations				
MOTION:	I move that the Board of Supervisors [Adopr/deny/defer] ZTA 21:01 Board of Zoning Appeals Regulations AN ORDINANCE TO AMEND SECTIONS 22-17-8A, 22-18-1, 22-18-2, 22-18-3, 22-18-4, AND 22-18-7 OF THE FLUVANNA COUNTY CODE TO CONFORM THE SECTIONS TO AMENDMENTS TO THE ENABLING LEGISLATION.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative:		N/A
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Douglas Miles, Community Development Director				
PRESENTER(S):	Douglas Miles, Community Development Director				
RECOMMENDATION:	At its meeting on April 13, 2021, the Planning Commission recommended Approval of ZTA 21:01 (5-0); Mr. Zimmer moved to recommend Approval and Mrs. Murray-Key seconded. AYES: Bibb, Johnson, Lagomarsino, Murray-Key and Zimmer.				
TIMING:	Normal Public Hearing review process				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	Planning Commission reviewed this ZTA 21:01 request on April 13, 2021.				
ENCLOSURES:	Board of Zoning Appeals Regulations Ordinance and Memo to the Board				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

MEMORANDUM

To: Fluvanna County Board of Supervisors Members

From: Douglas Miles, Community Development Director

Date: May 19, 2021

Subject: **2020 General Assembly – BZA Legislative Revisions**

Please find the attached BZA Zoning Text Amendment, as prepared by the County Attorney's Office staff, and as reviewed by the County Attorney for your consideration and for approval by the Board of Supervisors' members.

You will find the zoning text amendments shown in blue as provided in the enabling legislation and that relate to: variance requests being granted for persons with a disability as is defined under the Americans with Disabilities Act of 1990; written orders shall be sent to the last known address that is shown in the real estate tax assessment records or as the address of the registered agent and that is shown in the records of the Clerk of the State Corporation Commission; certiorari to review decisions as are filed with the Clerk of the Circuit Court are styled in a certain way, as shown and goes on further to define timeframes to be extended and or to respond to the Court; such actions shall not be considered an action against the board and the board shall not be a party to the proceedings; and court costs shall not be allowed against the locality or the governing body or it can be considered whether such appeal was frivolous; and other minor zoning text changes.

Once this BZA Zoning Text Amendment is reviewed and adopted by the Board of Supervisors then Planning Staff will make the current Board of Zoning Appeals members aware of the adopted changes for the BZA.

RESOLUTION

Be it resolved by the Fluvanna County Board of Supervisors, pursuant to Fluvanna County Code Sec. 22-20-1(c), that the Board of Supervisors intends to adopt the following amendment to the Fluvanna County Code:

AN ORDINANCE TO AMEND SECTIONS 22-17-8A, 22-18-1, 22-18-2, 22-18-3, 22-18-4, AND 22-18-7 OF THE FLUVANNA COUNTY CODE TO CONFORM THE SECTIONS TO AMENDMENTS TO THE ENABLING LEGISLATION

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS pursuant to Virginia Code Section 15.2-2285 that the County Code be, and it is hereby, amended, in Chapter 22, Sections 22-17-8A, 22-18-1, 22-18-2, 22-18-3, 22-18-4, and 22-18-7 as follows:

Sec. 22-17-8A. – Flood protection.

This section is adopted pursuant to the authority granted to localities by section 15.2-2280 *and section 15.2-984* of the Code of Virginia.

Sec. 22-18-1. – Board of zoning appeals.

(A) A board consisting of five (5) members shall be appointed by the Circuit Court of Fluvanna County. Members of the board shall be residents of Fluvanna County. Members of the board may receive such compensation as may be authorized by the governing body. Members shall be removable for cause by the appointing court after hearing held after at least fifteen (15) days' notice. Appointments for vacancies occurring otherwise than by expiration of term shall in all cases be for the unexpired term.

(B) The term of office shall be for five (5) years, except that of the first five (5) members appointed, one (1) shall serve for five (5) years, one (1) for four (4) years, one (1) for three (3) years, one (1) for two (2) years and one (1) for one (1) year. Members may be reappointed to succeed themselves. A member whose term expires shall continue to serve until his successor is appointed and qualifies. Members of the board shall hold no other public office in the County, except that one of the five appointed members may be an active member of the planning commission, *any member may be appointed to serve as an officer of election as defined in section 24.2-101 of the Code of Virginia, and any member may serve as an elected official of the Town of Scottsville.*

(C) Any member of the board shall be disqualified to act upon a matter before the board with respect to property in which the member has a legal interest.

(D) The board shall choose annually its own chairman and vice chairman who shall act in the absence of the chairman. The board may elect as its secretary either one of its members or a qualified individual who is not a member of the board. A secretary who is not a member of the board shall not be entitled to vote on matters before the board.

Sec. 22-18-2. – Powers of the Board of Zoning Appeals.

The Board of Zoning Appeals shall have the following powers and duties:

(A) To hear and decide appeals from any order, requirement, decision or determination made by an administrative officer in the administration or enforcement of this ordinance or of any ordinance adopted pursuant thereto.

(1) The decision on such appeal shall be based on the board's judgment of whether the administrative officer was correct. The determination of the administrative officer shall be presumed to be correct.

(2) At a hearing on an appeal, the administrative officer shall explain the basis for his determination after which the appellant has the burden to rebut such presumption of correctness by a preponderance of the evidence.

(3) The board shall consider any applicable ordinances, laws, and regulations in making its decision. For the purposes of this section, determination means any order, requirement, decision or determination made by an administrative officer.

(4) Any appeal of a determination to the board shall be in compliance with this section, notwithstanding any other provision of law, general or special.

(B) Notwithstanding any other provision of law, general or special, to grant upon appeal or original application in specific cases a variance as defined by section 15.2-2201 of the Code of Virginia. The burden of proof shall be on the applicant for a variance to prove by a preponderance of the evidence that his application meets the standard for a variance as defined in section 15.2-2201 of the Code of Virginia and the criteria set out in this section, as follows:

(1) Notwithstanding any other provision of law, general or special, a variance shall be granted if the evidence shows that the strict application of the terms of the ordinance would unreasonably restrict the utilization of the property or that the granting of the variance would alleviate a hardship due to a physical condition relating to the property or improvements thereon at the time of the effective date of the ordinance, *or alleviate a hardship by granting a reasonable modification to a property or improvements thereon requested by, or on behalf of, a person with a disability*; and

(i) The property interest for which the variance is being requested was acquired in good faith and any hardship was not created by the applicant for the variance;

(ii) The granting of the variance will not be of substantial detriment to adjacent property and nearby properties in the proximity of that geographical area;

(iii) The condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the ordinance;

(iv) The granting of such variance does not result in a use that is not otherwise permitted on such property or a change in the zoning classification of the property; and

(v) The relief or remedy sought by the variance application is not available through a special exception process or the process for modification of a zoning ordinance at the time of the filing of the variance application.

(2) Any variance granted to provide a reasonable modification to a property or improvements thereon requested by, or on behalf of, a person with a disability may expire when the person benefited by it is no longer in need of the modification to such property or improvements provided by the variance, subject to the provisions of state and federal fair housing laws, or the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.), as applicable. If a request for a reasonable modification is made to a locality and is appropriate under the provisions of state and federal fair housing laws, or the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.), as applicable, such request shall be granted by the locality unless a variance from the Board of Zoning Appeals under this section is required in order for such request to be granted.

~~(2)~~(3) No such variance shall be considered except after notice and hearing as required by section 15.2-2204 of the Code of Virginia, as amended; however, notice of such hearing may be given via first-class mail rather than registered or certified mail pursuant to section 1.2-2309 of the Code of Virginia.

~~(3)~~(4) In granting a variance the board may impose such conditions regarding the location, character and other features of the proposed structure or use as it may deem necessary in the public interest, and may require a guarantee or bond to ensure that the conditions imposed are being and will continue to be complied with.

(C) To hear and decide appeals from the decision of the Zoning Administrator. No such appeal shall be heard except after notice and hearing as provided by section 15.2-2204 of the Code of Virginia; however, notice of such hearing may be given via first-class mail rather than registered or certified mail pursuant to section 15.2-2309 of the Code of Virginia.

(D) To hear and decide applications for interpretation of the district map where there is any uncertainty as to the location of a district boundary. After notice to the owners of the property affected by any such question, and after public hearing with notice as required by section 15.2-2204 of the Code of Virginia, the board may interpret the map in such way as to carry out the intent and purpose of the ordinance for the particular section or district in question. However, notice of such hearing may be given via first-class mail rather than registered or certified mail pursuant to section 15.2-2309 of the Code of Virginia. The board shall not have the power to change substantially the locations of district boundaries as established by ordinance.

(E) No provision of this section shall be construed as granting any board the power to rezone property or to base board decisions on the merits of the purpose and intent of local ordinances duly adopted by the governing body.

Sec. 22-18-3. – Rules and regulations.

(A) The Board of Zoning Appeals may adopt, alter and rescind such rules and regulations for its procedures, consistent with ~~these~~ ordinances of the County and the general laws of the Commonwealth, as it may consider necessary.

(B) Meetings of the board shall be held at the call of its chairman or at such times a quorum of the board may determine.

(C) The chairman, or, in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses.

(D) The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact. It shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record.

(E) All meetings of the board shall be open to the public.

(F) A quorum shall be at least three (3) members.

(G) The concurring vote of a majority of the membership of the board shall be necessary to reverse any order, requirement, decision or determination of any administrative official or to decide in favor of the applicant on any matter upon which the board is required to pass or to effect any variance from the ordinance.

Sec. 22-18-4. – Applications for variances, appeals to the Board of Zoning Appeals.

(A) Applications for variances may be made by any property owner, tenant, government official, department, board or bureau. Such application shall be made to the

Zoning Administrator in accordance with rules adopted by the board. The application and accompanying maps, plans or other information shall be transmitted promptly to the secretary of the board who shall place the matter on the docket to be acted upon by the board. The Zoning Administrator shall also transmit a copy of the application to the local *planning* commission which may send a recommendation to the board or appear as a party at the hearing. Substantially the same application will not be considered by the board within one year after the decision of the board.

(B) An appeal to the board may be taken by any person aggrieved or by any officer, department, board or bureau of the County affected by any decision of the Zoning Administrator or from any order, requirement, decisions or determination made by any other administrative officer in the administration and enforcement of this article, any ordinance adopted pursuant to this article, or any modification of zoning requirements pursuant to this chapter.

(1) Any written notice of a zoning violation or a written order of the Zoning Administrator dated on or after July 1, 1993, shall include a statement informing the recipient that he may have a right to appeal the notice of a zoning violation or a written order within thirty (30) days in accordance with this section, and that the decision shall be final and unappealable if not appealed within thirty (30) days. The zoning violation or written order shall include the applicable appeal fee and a reference to where additional information may be obtained regarding the filing of an appeal. The appeal period shall not commence until the statement is given *and the Zoning Administrator's written order is sent by registered or certified mail to, or posted at, the last known address or usual place of abode of the property owner or its registered agent, if any. There shall be a rebuttable presumption that the property owner's last known address is that shown on the current real estate tax assessment records, or the address of a registered agent that is shown in the records of the Clerk of the State Corporation Commission.* ~~A written notice of a zoning violation or a written order of the Zoning Administrator that includes such statement sent by registered or certified mail to, or posted at, the last known address of the property owner as shown on the current real estate tax assessment books or records shall be deemed sufficient notice to the property owner and shall satisfy the notice requirements of this section.~~

(2) Such appeal shall be taken within thirty (30) days after the decision appealed from by filing with the Zoning Administrator, and with the board, a notice of appeal specifying the grounds thereof.

(3) Upon the filing of the appeal, the Zoning Administrator shall forthwith transmit to the board all the papers constituting the record upon which the action appealed was taken.

(4) A decision by the board on appeal shall be binding upon the owner of the property which is the subject of such appeal only if the owner of such property has been provided notice of the zoning violation or written order of the Zoning Administrator. The owner's actual notice of such notice of zoning violation or written order or active

participation in the appeal hearing shall waive the owner's right to challenge the validity of the board's decision due to failure of the owner to receive the notice of zoning violation or written order.

(5) An appeal shall stay all proceedings in furtherance of the action appealed from unless the Zoning Administrator certifies to the board that by reason of facts stated in the certificate a stay would in his opinion cause imminent peril to life or property, in which case proceedings shall not be stayed otherwise than by a restraining order granted by the board or by a court of record, on application and on notice to the Zoning Administrator and for good cause shown.

(6) In no event shall a written order, requirement, decision or determination made by the Zoning Administrator or other administrative officer be subject to change, modification or reversal by any Zoning Administrator or other administrative officer after sixty (60) days have elapsed from the date of the written order, requirement, decision or determination where the person aggrieved has materially changed his position in good faith reliance on the action of the Zoning Administrator or other administrative officer unless it is proven that such written order, requirement, decision or determination was obtained through malfeasance of the Zoning Administrator or other administrative officer or through fraud. The sixty (60) day limitation period shall not apply in any case where, with the concurrence of the attorney for the governing body, modification is required to correct clerical errors.

(C) In any appeal taken pursuant to this section, if the board's attempt to reach a decision results in a tie vote, the matter may be carried over until the next scheduled meeting at the request of the person filing the appeal.

Sec. 22-18-7. – Certiorari to review decisions of Board of Zoning Appeals.

(A) Any person or persons jointly or severally aggrieved by any decision of the Board of Zoning Appeals, or any taxpayer or any officer, department, board or bureau of the County, may *file with the clerk of the circuit court for the County a petition that shall be styled "In Re: date Decision of the Board of Zoning Appeals of Fluvanna County"* ~~present to the circuit court of the County a petition~~ specifying the grounds on which aggrieved within thirty (30) days after the filing of the decision in the office of the board.

(B) Upon the presentation of such petition, the court shall allow a writ of certiorari to review the decision of the Board of Zoning Appeals and shall prescribe therein the time within which a return thereto must be made and served upon *the secretary of the Board of Zoning appeals or, if no secretary exists, the chair of the Board of Zoning Appeals, which shall not be less than 10 days and may be extended by the court. Once the writ of certiorari is served, the Board of Zoning Appeals shall have 21 days or as ordered by the court to respond.* ~~the relator's attorney, which shall not be less than ten (10) days and may be extended by the court.~~ The allowance of the writ shall not stay proceedings upon the decision appealed from, but the court may, on application, on notice to the board and on due cause shown, grant a restraining order.

(C) Any review of a decision of the board shall not be considered an action against the board and the board shall not be a party to the proceedings; however, the board shall participate in the proceedings to the extent required by this section. The governing body, the landowner, and the applicant before the Board of Zoning Appeals shall be necessary parties to the proceedings in the circuit court. The court may permit intervention by any other person or persons jointly or severally aggrieved by any decision of the Board of Zoning Appeals.

(D)(C) The Board of Zoning Appeals shall not be required to return the original papers acted upon by it, but it shall be sufficient to return certified or sworn copies thereof as may be called for by such writ. The return shall concisely set forth such facts as may be pertinent and material to show the grounds of the decision appealed from and shall be verified.

(E)(D) The Court may reverse or affirm, wholly or partly, or may modify the decision brought up for review.

*(F)(E) Costs shall not be allowed against the *locality or the governing body*board, unless it shall appear to the court that it acted in bad faith or with malice ~~in making the decision appealed from~~. In the event the decision of the board is affirmed and the court finds that the appeal was frivolous, the court may order the person or person who requested the issuance of the writ of certiorari to pay the costs incurred in making a return of the record pursuant to the writ of certiorari. *If the petition is withdrawn subsequent to the filing of the return, the locality or the governing body may request that the court hear the matter on the question of whether the appeal was frivolous.**

And be it further resolved that the public purpose for the proposed amendment is to conform the sections to amendments to the enabling legislation in the Code of Virginia.

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

TAB C

MEETING DATE:	May 19, 2021				
AGENDA TITLE:	SUP 20:02 Quigley Properties LLC				
MOTION:	I move that the Board of Supervisors [approve/deny/defer] SUP 20:02 a Special Use Permit to construct a central sewer system / major utility for a rural cluster subdivision with respect to 48.4 +/- acres of Tax Map 31 Section A Parcel 41 and Tax Map 31 Section 1 Parcel A.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative:		N/A
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Douglas Miles, Community Development Director				
PRESENTER(S):	Douglas Miles, Community Development Director				
RECOMMENDATION:	At its meeting on April 13, 2021, the Planning Commission recommended Approval of SUP 20:02 (5-0); Mr. Zimmer moved to recommend Approval and Mr. Lagomarsino seconded. AYES: Bibb, Johnson, Lagomarsino, Murray-Key and Zimmer.				
TIMING:	Normal Public Hearing review process				
FISCAL IMPACT:	Twenty (20) single-family residential homes could be constructed on the property.				
POLICY IMPACT:	Regarding SUP 20:02 Quigley Properties LLC, the Board of Supervisors may: <ul style="list-style-type: none"> • Approve this request, allowing the land use to be constructed there; OR • Deny the request, preventing central sewer systems from being used; OR • Defer this request and make a final decision at a later Board meeting date. 				
LEGISLATIVE HISTORY:	Review of a proposed Special Use Permit in accordance with Chapter 22, Article 20 of the Fluvanna County Code Zoning Ordinance. Application received on September 30, 2020. Planning Commission reviewed the request on April 13, 2021.				
ENCLOSURES:	Quigley Properties LLC Staff Report with recommended conditions				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2021-05-19 p.37/336

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

BOARD OF SUPERVISORS STAFF REPORT

To: Fluvanna County Board of Supervisors
Request: Special Use Permit for Major Utilities

From: Douglas Miles, AICP, CZA
District: Columbia Election District

General Information: A Special Use Permit (SUP) central sewer system / major utilities request for a Board of Supervisors Public Hearing on Wednesday May 19, 2021 at 7:00 pm in the Fluvanna County Library Meeting Room.

Applicant: Quigley Properties, LLC

Representative: Tim Miller, PE, LS – Meridian Planning Group, LLC

Requested Action: **SUP 20:02 Quigley Properties LLC** – A request for a Special Use Permit to construct a central sewer system / utilities, major for a rural cluster subdivision in an A-1 district, with respect to 48.4 +/- acres of Tax Map 31, Section A, Parcel 41 and Tax Map 31, Section 1, Parcel A. The properties are located along Courthouse Road and Oak Creek Road, and 0.6 miles east of its intersection with Georges Mills Road and Stoneleigh Road. The parcels are zoned A-1, Agricultural, General and are located within the Rural Preservation Planning Area and the Columbia Election District.

Existing Zoning: A-1, General Agricultural Zoning District

Existing Land Use: Vacant land

Planning Area: Rural Preservation Area

Adjacent Land Use: Adjacent properties are zoned A-1, General Agricultural and contain single-family dwellings or are vacant parcels.

Procedural Timeline:

September 25, 2020 Pre-application meeting with the Applicant and County Staff

September 30, 2020 Submittal of the Special Use Permit and Sketch Plan requests

October 15, 2020	Technical Review Committee meeting held by conference call with VA Department of Health (VDH) not available for meeting
October 22, 2020	Technical Review Committee meeting Part II with VDH Staff via a conference call to review the wastewater treatment units
November 10, 2020	Concerned adjacent property owners and other interested residents spoke during Public Comments at Planning Commission meeting
December 8, 2020	Concerned adjacent property owners and other interested residents had spokesperson speak during Public Comments at next meeting
December 10, 2020	Applicant conducted Neighborhood meeting by conference call with adjacent property owners, his consultants and County staff
December 28, 2020	Applicant conducted conference call with the ESC Plans Reviewer and Community Development Director on RPAs and steep slopes
January 12, 2021	Special Use Permit Public Hearing for central sewer system request and associated Rural Cluster Sketch Plan request for a subdivision
	Applicant provided a Hydrogeological Water Study and both he and his consultant presented the water findings for well service
March 3, 2021	Applicant had amended his application to be 48.4 +/- acre request for twenty (20) lots as Ballinger Bluffs Subdivision – Phase One
	Applicant plans to finalize a Boundary Adjustment Survey Plat of the subject parcels once SUP request has been completed for use
March 9, 2021	Application had been scheduled as an Unfinished Business agenda item since it was deferred for sixty (60) days by the Commission
	Planning Commission reviewed the applicant's amended request and applicant's test wells data was incomplete due to the weather
April 9, 2021	The applicant provided the March 9th and March 10th, 2021 Test Well Reports to Fluvanna County for the April 13th, 2021 meeting
April 13, 2021	Special Use Permit request was Recommended Approval by a 5-0 vote with the recommended conditions to the Board of Supervisors
May 19, 2021	Application has been scheduled as a Public Hearing for the central sewer system / major utilities request as filed by the case applicant

Comprehensive Plan:

Land Use Chapter:

The Comprehensive Plan designates this portion of the property in the Rural Preservation Area of the 2015 Comprehensive Plan. The proposed subdivision appears to meet the intent of the Comprehensive Plan, which states that “Rural residential areas conserve open space by clustering development or developing on larger lots. Projects should achieve the goal of preserving as much open space, and thus rural character, as possible.” Planning Staff supports the use of a central sewer system in order to be able to preserve as much of the open space instead of it being utilized for individual drainfields as is typically done under other rural cluster major subdivision requests.

Analysis:

The proposed request is classified as a “major utility” and defined in the Zoning Ordinance as *“facilities for the distribution, collection, treatment, production, transmission and generation of public, private and central utilities including, but not limited to, transmission lines, production plants, electrical substations, pumping stations, treatment facilities, information and communication facilities”*. Major utilities are permitted by special use permit in the A-1 zoning district and are subject to an approved site development plan.

When evaluating proposed uses for a special use permit, in addition to analyzing the potential adverse impacts of the use, staff utilizes two (2) general guidelines for evaluation as set forth in the zoning ordinance. First, the proposed use should not tend to change the character and established pattern of the area or community:

The portion of the subject properties are located in the Rural Preservation Planning Area with existing rural residential single-family dwelling uses on individual well and septic or are vacant, undeveloped parcels. Major utilities require a Special Use Permit in the A-1 zoning district that can include central water and sewer systems. Public water supply is not available to the site nor is the availability to connect to a sanitary sewer system. Therefore, an SUP is required for major utilities in order to establish on-site centralized water and sewer systems and the applicant has requested an SUP for a central sewer system and is proposing to utilize individual, private wells.

Second, the proposed use should be compatible with the uses permitted by-right in that zoning district and shall not adversely affect the use/or value of neighboring property: This second, general guideline is in compliance in the fact that single-family dwelling uses are being proposed on the rural cluster lots with a similar conventional and rural cluster lot yield as is required by County Ordinances. The applicant has reduced the proposed residential rural cluster lots from fifty (50) lots originally down to twenty (20) lots with the remaining rural cluster lots to be located with access off Oak Creek Road. The previously proposed rural cluster lots with access off Courthouse Road have been removed from this request by the applicant back on March 3rd.

Neighborhood Meeting:

A neighborhood meeting was conducted on Thursday, December 10, 2020 via a conference call due to the Public Health Emergency and the applicant along with his environmental consultants,

the Community Development Director, Senior Planner, Palmyra Board Member, Columbia Planning Commissioner, and several neighborhood residents were on the call with their concerns.

Proposed Water and Sewer:

Central Sewer Systems are being proposed to serve the twenty (20) single-family dwellings. The open space area would not contain individual drainfields as the systems they will be clustered in groups of four (4) units for better wastewater treatment purposes. The applicant is proposing twenty (20) individual, private wells to serve all the rural cluster lot homes off Oak Creek Road.

Amended Application Information:

The applicant, he has amended this Special Use Permit request to be a 48.4 +/- acres request for twenty (20) rural cluster lots to be located off Oak Creek Road and it is to be known as Ballinger Bluffs Subdivision – Phase 1. At this point, there will no longer be a Phase 2 with twenty-six (26) rural cluster lots located off Courthouse Road. The applicant has a current, active contract purchaser who plans to purchase that property from him and it is no longer a part of this request.

The applicant, he has provided the Yield Plan revisions that were required by Ordinance based upon the Planning and Community Development Staff members review of his resubmittal plans: Contours have been added to the formerly obscured areas; all the slopes greater than 20% are hatched and they have been removed for the most part from the proposed plans; and Stream buffers have been added along Ballinger Creek. Generally, these items have been shown on the applicant's Sketch Plan and they will be shown further on the Site Development Plans and Plats.

The applicant has provided this update on Groundwater Availability: *I am installing two test wells that can later become private wells for two lots. The wet weather has delayed installation of these wells. Reports on the capacities of these wells will be submitted prior to the Planning Commission meeting.* The Planning Commission will need to determine if there is adequate time to review the independent findings on the two (2) test wells given that the application was amended on March 3rd and the applicant will provide these findings by their March 9th meeting. The applicant provided updated test well information for the April 13th Planning Commission meeting and the Planning Commission acted upon the Special Use Permit for subdivision request

The applicant has been working and consulting with the Virginia Department of Health – Blue Ridge Health District Environmental Health staff on his proposed test wells and based upon the hydrogeological report that he filed in order to determine if there is indeed adequate groundwater availability for the proposed rural cluster subdivision. The applicant, as stated above will provide the test well results to determine what type of groundwater is available prior to the next Planning Commission meeting. The reduction of the rural cluster lot yield from fifty (50) lots to less than half that amount at twenty (20) lots is a solid reduction by the applicant in this zoning request.

Recommended Conditions:

If approved, the Planning Commission and Staff recommends the following conditions:

1. The design, construction, operation and maintenance of the central sewer systems shall comply with all County, State and Federal requirements as not to have a detrimental impact on Ballinger Creek, surrounding properties, or the water supply of the existing properties.
2. Pursuant to Section 19-6-6 of the Subdivision Ordinance, a bond shall be required with surety in an amount and form acceptable to the County Attorney, to insure that the proposed infrastructure improvements are all completed at the expense of the developer.
3. For construction of the central sewer systems occurring adjacent to existing development, adequate dust and siltation control measures shall be taken to prevent adverse effects on the adjacent properties. All construction activity for the central utility systems shall occur between dawn and dusk, Monday through Friday.
4. The homeowners association or another owner of these utilities as approved by the State Corporation Commission shall be responsible for all maintenance of the on-site central sewer systems in perpetuity, and the responsibility for maintenance shall not be borne by Fluvanna County or any other public agency.
5. The utility systems permitted by the Special Use Permit shall be limited to the development areas shown on the Ballinger Bluffs rural cluster development plans and any expansion of the system will require an amendment to the Special Use Permit.
6. The Board of Supervisors, or its representative, reserves the right to inspect the property for compliance with these conditions at any time.

Suggested Motion:

I move that the Board of Supervisors (Approve / Deny / Defer) SUP 20:02, a request for a special use permit to allow for a central sewer system / major utilities with respect to 48.4 +/- acres of Tax Map 31 Section A Parcel 41 and Tax Map 31 Section 1 Parcel A subject to the six (6) conditions listed in the staff report.



January 28, 2021

Douglas Miles
 Community Development Director
 Fluvanna County
 P.O. Box 540
 Palmyra, VA 22963

RE: SKETCH PLAN FOR BALLINGER BLUFFS SUBDIVISION

Dear Douglas:

Enclosed are 3 copies of the revised Yield Plan, and 3 copies of the revised Boundary Line Adjustment Plat for Ballinger Bluffs Subdivision.

YIELD PLAN REVISIONS

1. Contours have been to the obscured areas.
2. Slopes greater than 20% are hatched.
3. Stream buffers have been added to the Yield Plan.
4. The street intersection at Lots 29 and 42 has been revised as requested. This resulted in the loss of one lot so the total number of lots has been reduced from 47 to 46.
5. This should address all of staff comments on the Yield Plan. Once the Yield Plan is approved by Staff, I will revise the Cluster Plan and submit 10 full sets of plans.

BOUNDARY LINE ADJUSTMENT PLAT REVISION

1. The revised boundary line adjustment plat showing "Area Z" to be removed from TMP 31-1-A and added to TMP 31-A-41. The new property line will follow the centerline of Ballinger Creek. This will allow Phase 1 to become a standalone cluster subdivision of TMP 31-A-41, and Phase 2 to become a standalone Cluster Subdivision of TMP 31-1-A. Each phase will have as many lots as allowed by the approved yield plan for the respective parcel.

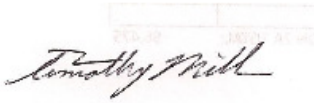
ADEQUATE GROUNDWATER SUPPLY

Although the Groundwater Assessment Study clearly shows that there is more than sufficient groundwater for this subdivision, I will agree to the following additional measures provided staff confirms that it will meet the requirements of Section 19-8-2.

1. Install two test wells that can later be used for subdivision lots. The location of the wells will be at my choosing.
2. Perform a 24-hour hydrogeologic test on one of the wells while monitoring the water level in the other well.
3. To provide even more evidence that there is sufficient groundwater for this subdivision, I will agree to a condition of Sketch Plan Approval that the Preliminary Subdivision for Phase 2 cannot be approved by staff until there are a minimum of 5 houses and wells constructed on Phase 1.

Please let me know if you need additional information.

Sincerely,

A handwritten signature in cursive script that reads "Timothy Miller". The signature is written in black ink on a white background. Above the signature, there is a faint, rectangular stamp or watermark, possibly containing a date or official seal, though the details are not clearly legible.

Timothy Miller, P.E., L.S.

Engineering • Surveying • Planning



MERIDIAN
PLANNING GROUP, LLC

440 Premier Circle, Suite 200
Charlottesville, VA 22901
Phone: 434.882.0121
www.meridianwbe.com

March 3, 2021

Douglas Miles
Community Development Director
Fluvanna County
P.O. Box 540
Palmyra, VA 22963

RE: SUB 20-33: SKETCH PLAN FOR BALLINGER BLUFFS SUBDIVISION

Dear Douglas:

This is to inform you that a contract to purchase TMP 31-1-A (Ballinger Bluff Subdivision – Phase 2) has been signed by Tadpole Land & Trail Conservancy (Buyer) and Quigley Properties, LLC (Seller)

I am requesting that Phase 2 be removed from SUB 20-33: Sketch Plan for Ballinger Bluff Subdivision.

Please let me know if you need additional information.

Sincerely,

Timothy Miller, P.E., L.S.

Engineering • Surveying • Planning

MERIDIAN
PLANNING GROUP, LLC

440 Premier Circle, Suite 200
Charlottesville, VA 22901
Phone: 434.882.0121
www.meridianwbe.com

September 29, 2020

Douglas Miles
Community Development Director
Fluvanna County
P.O. Box 540
Palmyra, VA 22963

**RE: SPECIAL USE PERMIT APPLICATION FOR A CENTRAL SEWER SYSTEM
BALLINGER BLUFFS SUBDIVISION**

Dear Douglas:

Enclosed are 20 copies of the Sketch Plan for Ballinger Bluffs Subdivision. This will be a 47 lot Cluster Subdivision of TMP 31-1-A and TMP 31-A-41.

Each of the lots will have a private well for water supply.

Lots 15, 18 & 41 shall have individual drainfields for sewer.

This Special Use Permit is for approval of central sewer system to provide wastewater treatment for 44 of the cluster lots. Although there will be a total of eleven (11) Wastewater Treatment Units (WTU) as shown on the Cluster Plan, the Virginia Department of Health (VDH) will issue one permit for the entire subdivision.

Central Sewer Systems typically consist of a single wastewater treatment plant that has an above ground discharge to a stream or river. The Central Sewers System being proposed for Ballinger Bluffs Subdivision is completely different than the typical system. It is specifically designed to be used for Rural Cluster Subdivisions. Since there will be more than two connections to each WTU, Fluvanna County Ordinance requires a Special Use Permit for this central sewer system.

If this Special Use Permit is approved, then the VDH will have to review and approve all of the WTU's.

If the Special Use Permit is not approved, then each of the lots will have an individual drainfield and each homeowner will be responsible for maintenance of their drainfield.

DESCRIPTION

Each WTU will serve a maximum of 4 cluster lots. The design discharge from each house will be 300 gallons per day (GPD) so the design flow to each WTU will be 1,200 GPD. They will consist of engineered wastewater treatment units, ultraviolet disinfection units and subsurface dispersal. Gravity sanitary sewer mains will be constructed to convey wastewater from each house to the WTU's. All of the WTU's and gravity sewer mains will be owned by the Homeowners Association (HOA). Operation and maintenance of the WTU's and gravity sewer mains will be performed by a firm certified in accordance with the Virginia Regulations. The HOA will contract with the firm and the HOA dues will be used to pay for these services.

Sheet C-401 shows the preliminary design of WTU-3. Soils testing was performed for this WTU and the results were used for the preliminary design of the subsurface disposal. Also shown are details for the Norweco Wastewater Treatment Unit and the Norweco Ultraviolet Disinfection Unit. These Units will provide wastewater treatment prior to discharging to the subsurface disposal.

NECESSITY OF USE

Although the Cluster Subdivision Ordinance is beneficial by increasing preserved areas and decreasing the impervious area, it is challenging to install standard drainfields on the small cluster lots. Consequently, drainfields are typically installed a good distance from the cluster lot that it serves. Long sewer laterals are then required to convey discharge from the house to the drainfield. Each homeowner is then responsible for maintaining the long lateral and drainfield. Many Homeowners have difficulty finding their lateral and drainfield since there is nothing to mark the actual location on the ground. In addition, many homeowners forget to properly maintain their lateral and drainfield. It is not until there is a drainfield problem or failure that they are forced to take action to correct it.

The central sewer system being proposed for Ballinger Bluffs Subdivision is a necessity for the following reasons:

1. The engineered treatment units with ultraviolet disinfection will comply with VDH TL3 treatment standards, which is the highest level of wastewater treatment that can be achieved. The discharge that flows to the subsurface disposal is as close to clean water as can be achieved. In contrast, standard drainfields provide the lowest level of wastewater treatment that VDH will allow. The discharge that flows to the drainfield is equivalent to raw sewage. It relies on the soil to treat the wastewater.
2. The central sewer system will eliminate the need for numerous drainfields constructed across Lot 18 (the Open Space Lot). Instead of 44 separate drainfields there will only be 11 WTU. In addition, because of the VDH TL3 treatment level the footprint of the subsurface disposal is much smaller than the footprint of a standard drainfield.
3. The gravity sewer mains will eliminate the need for sewer laterals from each house to each individual drainfield. Maintenance of the gravity sewer mains will be the responsibility of the firm contracted to maintain the central sewer system.
4. The HOA, not individual homeowners, will be responsible for contracting with a firm that is certified to operate and maintain the central sewer system. This is preferred by the VDH since all communications will be with one entity, the HOA, and not 44 individual homeowners. In addition, having a certified firm maintaining the central sewer system will ensure it is working properly and significantly reduce the burden on the VDH of having to correct standard drainfields that may fail in the future.

PROTECTION OF ADJOINING PROPERTY

All of the reasons described above in the Necessity of Use are also providing protection of adjoining properties. The VDH TL3 treatment level ensures that raw sewage will never be accidentally discharged into and channels or streams. Standard drainfields often fail after years of use and can result in untreated sewage being discharged into channels and streams, which can then flow onto adjoining properties.

ENHANCEMENT OF COUNTY

Although wastewater treatment is not something that is thought of when looking to improve the rural area of the county. However, drainfields can have a negative impact if installed, operated, or maintained incorrectly. For this reason, the VDH has an ongoing effort to improve wastewater treatment in rural areas.

Providing a wastewater treatment system that meets the VDH TL3 treatment standards in the rural area will definitely enhance the county.

Please let me know if you need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Timothy Miller".

Timothy Miller, P.E., L.S.



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2021-05-19 p.49/336
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

NOTICE OF PUBLIC HEARING

May 5, 2021

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

RE: SUP 20:02 Quigley Properties LLC / Tax Map 31 Section A Parcel 41 & Tax Map 31 Section 1 Parcel A

Dear «Name»:

This letter is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on:

Purpose: Board of Supervisors Public Hearing
Date: Wednesday, May 19, 2021
Time: 7:00 pm (Virtual Meeting)
Location: Fluvanna County Library

The applicant or applicant's representative will be available during the Planning Commission meeting for:

SUP 20:02 Quigley Properties LLC – A request for a Special Use Permit to construct a central sewer system / utilities, major for a rural cluster subdivision in an A-1 district, with respect to 48.4 +/- acres of Tax Map 31, Section A, Parcel 41 and Tax Map 31, Section 1, Parcel A. The properties are located along Courthouse Road and Oak Creek Road, and 0.6 miles east of its intersection with Georges Mills Road and Stoneleigh Road. The parcels are zoned A-1, Agricultural, General and are located within the Rural Preservation Planning Area and the Columbia Election District.

You are welcome to join the public hearing online and will have an opportunity to comment, if desired. The Board of Supervisors meeting is being held virtually due to the COVID-19 pandemic, instructions for participation in the Board of Supervisors public hearing will be available on Fluvanna County's website <http://www.fluvannacounty.org> along with the Board Agenda and staff reports. You can also contact the Fluvanna County Planning & Community Development Department, 8:00 am – 5:00 pm, Monday through Friday. If you have any questions regarding this application or the public hearing, please contact me at 434.591.1910 or at dmiles@fluvannacounty.org for any further information on this planning case request.

Sincerely,

Douglas Miles

Douglas Miles, AICP, CZA
Community Development Director



MEMORANDUM

Date: May 5, 2021
From: Valencia Porter
To: Douglas Miles
Subject: APO Memo Complete

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the May 19, 2021 Board of Supervisors meeting.

ADJACENT PROPERTY OWNERS SUP 20:02

TAX MAP	NAME	ADDRESS	CITY/STATE/ZIP
31-A-43	D'NITA ALLEN ET AL	2860 ROCKY OAK RD	POWHATAN, VA 23139
31-12-2	DAVID S & RACHEK BREWSTER	1318 COURTHOUSE ROAD	PALMYRA, VA 22963
31-A-44, 31-A-45	TRAVIS BURNETT & MADELINE BRYAN	120 SOUTH BOSTON RD	PALMYRA, VA 22963
31-A-12	CLARENCE O CARTER	7623 ALLENDALE DR	LANDOVER, MD 20785
31-A-9A	ROBERT D & RENAE L CHIOVARO	1173 COURTHOUSE RD	PALMYRA, VA 22963
31-13-2	JOHN FULTON & SARAH E COX	34 FAIRVIEW LANE	PALMYRA, VA 22963
31-A-9B	RUSSELL A DINSMORE & CONNIE PACE	1003 COURTHOUSE ROAD	PALMYRA, VA 22963
30-A-95	MARGARET R FOSTER	783 COURTHOUSE ROAD	PALMYRA, VA 22963
31-A-42	LOIS W FULKS	331 OAK CREEK RD	PALMYRA, VA 22963
31-A-6	GREEN SPRINGS TIMBER LLC	26 ZION PARK RD	TROY, VA 22974
31-A-39	LAWRENCE W & VIRGINIA ANN HALL	1118 N AMHERST HWY	AMHERST, VA 24521
31-1-B	ERIK M HOUSER	1317 COURTHOUSE ROAD	PALMYRA, VA 22963
31-A-46	DALE E & JACQUELINE M LAYTON	265 OAK CREEK RD	PALMYRA, VA 22963
31-A-47	SAMUEL L & MARION MARTIN	406 OAK CREEK RD	PALMYRA, VA 22963
31-13-1	DAVID E & KATHLEEN S MILLER	94 FAIRVIEW LN	PALMYRA, VA 22963
31-A-40D	CHRYSTAL DAWN MORRIS	393 OAK CREEK RD	PALMYRA, VA 22963
30-A-94	JORDAN M ROGERS	855 COURTHOUSE RD	PALMYRA, VA 22963
31-A-40C	CHRISTOPHER E & DONIE ROHLER	393 OAK CREEK RD	PALMYRA, VA 22963
31-A-40	CHRISTOPHER E & MARGE J ROHLER	393 OAK CREEK RD	PALMYRA, VA 22963
30-A-104	JAMES VERNON ROSSON SR	94 GEORGES MILL RD	PALMYRA, VA 22963
30-A-104D	JAMES VERNON ROSSON JR	685 COURTHOUSE ROAD	PALMYRA, VA 22963
30-A-83	WILLIAM E JR & KARIN C SCLATER	P.O.BOX 551	PALMYRA, VA 22963
31-13-3	SUSAN C SCOFIELD	111 FAIRVIEW LANE	PALMYRA, VA 22963
31-A-10	SHIFLETT LIVING TRUST	401 WESTHAM PARKWAY	RICHMOND, VA 23229
30-A-97	ANDREW V SORRELL	637 COURTHOUSE ROAD	PALMYRA, VA 22963
31-A-8	DANIEL R & TRISTANA P TREADWAY	893 COURTHOUSE ROAD	PALMYRA, VA 22963
31-12-1	HALIMA S WALKER	1238 COURTHOUSE ROAD	PALMYRA, VA 22963



RECEIVED BOS2021-06-19 p.53/336

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA

Application for Special Use Permit (SUP)

Fluvanna County Planning Dept

Owner of Record: Quigley Properties, LLC
Applicant of Record: Same as Owner
Address: 440 Premier Circle, Ste 200 Charlottesville, VA 22901
Phone: 434-882-0121 Fax: NA

Representative: Same as Owner
Address:
Phone: Fax:
Email:

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

If property is in an Agricultural Forestal District, or Conservation Easement, please list information here:

Tax Map and Parcel(s) 31-A-41 & 31-1-A

Acreeage 124.469 Zoning A1

Deed Book and Page: Inst No. 20-809 & 20-810

Location of Parcel: Northside of Courthouse Rd at Fairview Ln

If any Deed Restrictions, please attach a copy

Request for an SUP for the purpose of: Central Sewer System For Ballinger Bluffs Subdivision

*Ten copies of a sketch plan (8.5x11 inches or 11x17 inches) must be submitted, showing size and location of the lot, dimensions and location of the proposed building, structure or proposed use, and the dimensions and location of the existing structures on the lot.

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

Date: 9/29/2020 Signature of Owner/Applicant: [Signature]

Subscribed and sworn to before me this 29 day of September, 2020

Notary Public: [Signature] Register # 7784290

My commission expires: 7/31/2022

Certification: Date:



Table with columns for Office Use Only, Planning Commission, and Board of Supervisors. Rows include Date Received (9/30/2020), Pre-Application Meeting, PH Sign Deposit Received (#0512 \$90.00), Application # (SUP 20:02), Mailing Costs (\$20.00), Adjacent Property Owner (APO) after 1st 15, Certified Mail, Amendment of Condition (\$400.00), Telecom Consultant Review fee paid, Election District (Columbia), Planning Area (Rural Preservation), Advertisement Dates, APO Notification, Date of Hearing, and Decision.



Commonwealth of Virginia
County of Fluvanna
Public Hearing Sign Deposit

Name: Quigley Properties, LLC

Address: 440 Premier Circle, Ste 200

City: Charlottesville

State: VA Zip Code: 22901

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

W. J. Quigley 9/29/2020
Applicant Signature Date

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

OFFICE USE ONLY

Application #: BZA _____ : CPA _____ : SUP 20 : 02 ZMP _____ : ZTA _____ :

\$90 deposit paid per sign*:

V# 0512

Approximate date to be returned:

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

See Attachment

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

See Attachment

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

See Attachment

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

See Attachment

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

COPIES OF SKETCH PLANS ARE ATTACHED.

Commonwealth of Virginia
County of Fluvanna
Special Use Permit Checklist

The following information shall be submitted with the application and is to be provided by the applicant for the processing of the application:

Applicant must supply	Staff Checklist
Completed Special Use Permit signed by the current owner(s) or lessee or written confirmation from the current owner or lessee granting the right to submit the application	
Ten (10) copies of a Site Plan for any expansion or new construction Include: <ul style="list-style-type: none"> • Plot plan or survey plat at an appropriate scale • Location and dimension of existing conditions and proposed development • <i>Commercial and Industrial Development:</i> parking, loading, signs, lighting, buffers and screening • Copy of the Tax Map showing the site (preferred) • General Location Map (preferred) 	
Supporting photographs are not required, but suggested for evidence	

All maps and plans submitted are to be either 8.5"x 11" or 11"x 17". One original of any size may be for staff use at the public hearing.

Staff Only	Staff Checklist
Preliminary review by planning staff for completeness and content: <ul style="list-style-type: none"> • Technical Review Committee review and comment • Determine all adjacent property owners • Placed as a Public Hearing on the next available agenda of the Planning Commission. 	
Notification of the scheduled Public Hearing to the following: <ul style="list-style-type: none"> • Applicant • All adjacent property owners • Local Newspaper advertisement 	
Staff Report to include, but not be limited to: <ul style="list-style-type: none"> • General information regarding the application • Any information concerning utilities or transportation • Consistency with good planning practices • Consistency with the comprehensive plan • Consistency with adjacent land use • Any detriments to the health, safety and welfare of the community. 	

Page 5 of 5
For Applicant

The Special Use Permit application fee is made payable to the **County of Fluvanna**.

Meetings for the processing of the application

Applications must be submitted by the first working day of the month to have the process start that month. Applications received after the first working day will have the process start the following month.

Process:

1. Placed on next available Technical Review Committee Agenda.
2. Placed as a Public Hearing on the next available agenda of the Planning Commission the following month. Staff Report and Planning Commission recommendation forwarded to the Board.
3. Placed as a Public Hearing on the next available agenda of the Board of Supervisors (usually the same month as the Planning Commission).

Applicant or a representative must appear at the scheduled hearings.

The Technical Review Committee provides a professional critique of the application and plans. The Planning Commission may recommend to the Board of Supervisors: approval; approval subject to resubmittal or correction; or denial of the special use permit.

Board Actions

After considering all relevant information from the applicant and the public, the Board will deliberate on points addressed in the Staff Report.

The Board may approve; deny; or defer the request pending further consideration; or remand the case back to the Planning Commission for further consideration.

With **approval**, the development may proceed.

If **denied**, an appeal to the Courts may be prescribed by law

No similar request for a Special Use Permit for the same use at the same site may be made within one year after the denial.

Commonwealth of Virginia Uniform Water Well Completion Report

Owner Angley Properties LLC Tax Map ID 31-A-41 test well #1
 Address 440 Premier Circle Ste 200 VDH Permit 132-21-0009
Charlottesville VA 22901 WWCB Permit _____
 Phone _____ WWCB ID _____
 Location Oak Creek Rd. County Fluvanna

*** Well Data ***

General Information

Drilling Method Rotary Date Completed 3-9-21 Total Depth of Well 185 ft.
 Depth of Bedrock 50 ft. Yield 40 (GMP) Length of Test 1 hr.
 Static Water Level _____ Stabilized Water Level 40 ft. Natural Flow (Rate) _____
 Well Disinfected (Y or N) _____ Disinfectant Used _____ Amount Used _____

Casing

From tc To 52 ft. From _____ To _____ From _____ To _____
 Size 6 1/4 Material PVC Size _____ Material _____ Size _____ Material _____
 Weight/Schedule SDR 27.6 Weight/Schedule _____ Weight/Schedule _____

Gravel Pack

From _____ To _____ From _____ To _____ From _____ To _____

Grout

From 0 To 50 ft. From _____ To _____ From _____ To _____
 Bore Hole Size 10 inch Bore Hole Size _____ Bore Hole Size _____
 Type Bentonite Type _____ Type _____
 Method pumped Method _____ Method _____

Water Zones or Screened Intervals

From 70 To 72 ft. From 134 To 135 ft. From 147 To 148 ft.
 Mesh Size _____ Diam _____ Mesh Size _____ Diam _____ Mesh Size _____ Diam _____
 From _____ To _____ From _____ To _____ From _____ To _____
 Mesh Size _____ Diam _____ Mesh Size _____ Diam _____ Mesh Size _____ Diam _____

*** Use Data ***

Private Well: Domestic Agricultural _____ Industrial _____ Monitoring _____
 Public Well: Community _____ Non-community _____

***Abandonment Information ***

Bored or Dug Wells

Casing removed, Y or N? _____
 If Y, Depth to which casing was removed: _____
 Depth and Type of Fill: _____
 Source of Fill _____
 Bentonite Plugs: From _____ to _____ From _____ to _____

Wells other than Bored Wells

Casing removed, Y or N? _____
 If Y, Depth to which casing was removed/ _____
 Applicable, Depth(s), and type of grave/sand fill: _____
 Source of gravel or sand: _____
 Cement: From _____ to _____ From _____ to _____

Method of permanently marking location: _____

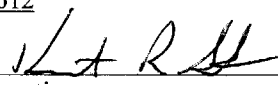
*** Drillers Log ***

Depth	Description of Formation or Sediment	Remarks
0-4 ft	orange clay	
4-9 ft	soft yellow rock	
9-11 ft	soft brown rock	
11-50 ft	alternating yellow & brown rock	
50-60 ft	grey rock	
60-120 ft	alternating brown & grey rock	
120-185 ft	grey rock	

(Use Additional Sheets if necessary)

I certify that the information contained here is true and that this well was installed and constructed in accordance with the permit and further that the well complies with all applicable state and local regulations, ordinances and laws.

Name: KRS Excavating and Well Drilling
 Address: 12898 Rockfish River Road
Shipman, VA 22971
 Phone: 434-263-6612

Drillers Signature : 
 Date: 4-1-21 Representing _____

Virginia Contractors License Number: 2705034631 2719 000205

Commonwealth of Virginia Uniform Water Well Completion Report

Owner Quigley Properties LLC Tax Map ID 31-4-41 test well #2
 Address 440 Premier Circle Ste. 200 VDH Permit 132-21-0010
Charlottesville VA 22901 WWCB Permit _____
 Phone _____ WWCB ID _____
 Location Oak Creek Rd County Fluvanna

* Well Data *

General Information

Drilling Method Rotary Date Completed 3-10-21 Total Depth of Well 285 ft.
 Depth of Bedrock 48 ft. Yield 5 (GMP) Length of Test 1 hr.
 Static Water Level _____ Stabilized Water Level 50 ft. Natural Flow (Rate) _____
 Well Disinfected (Y or N) _____ Disinfectant Used _____ Amount Used _____

Casing

From +2 To 52 ft. From _____ To _____ From _____ To _____
 Size 6 in Material PVC Size _____ Material _____ Size _____ Material _____
 Weight/Schedule SPR 27.6 Weight/Schedule _____ Weight/Schedule _____

Gravel Pack

From _____ To _____ From _____ To _____ From _____ To _____

Grout

From 0 To 50 ft. From _____ To _____ From _____ To _____
 Bore Hole Size 10 inch Bore Hole Size _____ Bore Hole Size _____
 Type Bentonite Type _____ Type _____
 Method pumped Method _____ Method _____

Water Zones or Screened Intervals

From 90 To 92 ft. From 148 To 149 ft. From _____ To _____
 Mesh Size _____ Diam _____ Mesh Size _____ Diam _____ Mesh Size _____ Diam _____
 From _____ To _____ From _____ To _____ From _____ To _____
 Mesh Size _____ Diam _____ Mesh Size _____ Diam _____ Mesh Size _____ Diam _____

* Use Data *

Private Well: Domestic Agricultural _____ Industrial _____ Monitoring _____
 Public Well: Community _____ Non-community _____

* Abandonment Information *

Bored or Dug Wells

Casing removed, Y or N? _____
 If Y, Depth to which casing was removed: _____
 Depth and Type of Fill: _____
 Source of Fill _____
 Bentonite Plugs: From _____ to _____ From _____ to _____

Wells other than Bored Wells

Casing removed, Y or N? _____
 If Y, Depth to which casing was removed/ _____
 Applicable, Depth(s), and type of grave/sand fill: _____
 Source of gravel or sand: _____
 Cement: From _____ to _____ From _____ to _____

Method of permanently marking location: _____

*** Drillers Log ***

Depth	Description of Formation or Sediment	Remarks
0-4 ft	orange clay	
4-9 ft	soft yellow rock	
9-48 ft	soft brown & yellow rock	
48-285 ft	grey rock	

(Use Additional Sheets if necessary)

I certify that the information contained here is true and that this well was installed and constructed in accordance with the permit and further that the well complies with all applicable state and local regulations, ordinances and laws.

Name: KRS Excavating and Well Drilling
 Address: 12898 Rockfish River Road
Shipman, VA 22971
 Phone: 434-263-6612

Drillers Signature : 
 Date: 4-1-21 Representing _____

Virginia Contractors License Number: 2705034631 2719 000205

VIRGINIA LAW

[Administrative Code](#) ▾[Code of Virginia](#)▫ [Administrative Code](#)[View by Agency](#)
[Emergency Regulations](#)

VAC# LOOK UP

 Go[Constitution of Virginia](#)[Charters](#)[Authorities](#)[Compacts](#)[Uncodified Acts](#)[Administrative Code](#)

[Table of Contents](#) » [Title 12. Health](#) » [Agency 5. Department Of Health](#) » [Chapter 630. Private Well Regulations](#) » [Part III. Design and Construction Criteria](#) » [Article 1. General Requirements](#) » 12VAC5-630-460. Water system yields for residential use wells.

[Section](#) [Print](#) [PDF](#) [email](#)

12VAC5-630-460. Water system yields for residential use wells.

A. All drinking water systems that utilize one or more Class III wells shall be capable of supplying water in adequate quantity for the intended usage. All such systems, with a capacity less than three gallons per minute, shall have a capacity to produce and store 150 gallons per bedroom per day and be capable of delivering a sustained flow of five gallons per minute per connection. Systems with a capacity of three gallons per minute or more do not require additional storage.

B. The certified water well systems provider shall certify the storage capacity and the yield of the well on the Uniform Water Well Completion Report.

Statutory Authority

§ [32.1-176.4](#) of the Code of Virginia.

Historical Notes

Derived from [Volume 28, Issue 22](#), eff. August 16, 2012.

Website addresses provided in the Virginia Administrative Code to documents incorporated by reference are for the reader's convenience only, may not necessarily be active or current, and should not be relied upon. To ensure the information incorporated by reference is accurate, the reader is encouraged to use the source document described in the regulation.

As a service to the public, the Virginia Administrative Code is provided online by the Virginia General Assembly. We are unable to answer legal questions or respond to requests for legal advice, including application of law to specific fact. To understand and protect your legal rights, you should consult an attorney.

[Section](#)[LIS Home](#) [Lobbyist-in-a-Box](#) [Website Feedback](#)

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

TAB D

MEETING DATE:	May 19, 2021				
AGENDA TITLE:	Authorization to Advertise a Public Hearing for the VDOT SSYP				
MOTION(s):	I move the Board of Supervisors authorize staff to advertise for a public hearing regarding the Virginia Department of Transportation Secondary Six Year Plan.				
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):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:					
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft advertisement for Public Hearing for VDOT SSYP				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

(Seal)
PUBLIC HEARING
Fluvanna County Board of Supervisors
Wednesday, June 16, 2021, at 7:00 p.m.

The Virginia Department of Transportation and the Board of Supervisors of Fluvanna County, in accordance with Section 33.2-331 of the Code of Virginia, will conduct a joint Public Hearing in the Library Meeting Room, located in the Fluvanna County Library, 214 Commons Blvd., Palmyra, Virginia, at 7:00 p.m. on Wednesday, June 16, 2021. The purpose of this Public Hearing is to receive public comment on the proposed Secondary Six-Year Plan for Fiscal Years 2021/22 through 2026/27 in Fluvanna County, and on the Secondary System Construction Budget for Fiscal Year 2021/22. Copies of the proposed Plan and Budget may be reviewed at the Louisa Residency Office of the Virginia Department of Transportation, located at 3709 Davis Highway, Louisa, or at the Fluvanna County Administrator's Office located at 132 Main Street, Palmyra, Virginia.

All projects in the Secondary Six-Year Plan that are eligible for federal funds will be included in the Statewide Transportation Improvement Program (STIP), which documents how Virginia will obligate federal transportation funds.

Persons requiring special assistance to attend and participate in this hearing should contact the Virginia Department of Transportation at 829-7616. Persons wishing to speak at this public hearing should contact the Fluvanna County Administrator's Office at 434-591-1910.

TO: Fluvanna Review

Advertise on the following dates: 3 & 10 June 2021

Authorized by: Fluvanna County Board of Supervisors

Bill to: Fluvanna County Administration
P.O. Box 540, Palmyra, VA, 22963
Caitlin Solis
Clerk for the Board of Supervisors
Fluvanna County, Virginia 22963
Email csolis@fluvannacounty.org
(434) 591-1910 ext. 1059 FAX (434) 591-1913

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

TAB E

MEETING DATE:	May 19, 2021				
AGENDA TITLE:	General Reassessment Services of Real Property Contract				
MOTION(s):	<p>I move the Board of Supervisors approve the contract between Fluvanna County and Pearson’s Appraisal Service, Inc., for GENERAL REASSESSMENT SERVICES of real property and improvements within the county with the first to become effective as of January 1, 2023, and the second to become effective on January 1, 2025 and further authorize the County Administrator to execute the agreement subject to the County Attorney approval as to form.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		x			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		x			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • RFP issued January 25, 2021 and closed February 23, 2021 • Three submissions were received • Two candidates were chosen to interview including the current contractor Pearson Appraisal Services. • Pearson was chosen as the highest scoring proposal. • Cost Proposal: <ul style="list-style-type: none"> ○ For any first-time assessments of new construction in years 2021 to 2024 – \$32.00 per parcel, This price has not changed since the current contract; ○ For that 2023 Administrative Review Reassessment – \$8.75 per parcel This price has not changed since the current contract; and ○ For that 2025 General Reassessment (including on-site review and digital images) – \$13.50 per parcel. This price increased by \$0.50 per parcel from our current contract, an estimated \$8,200 increase. • Reassessment schedule is as follows <ul style="list-style-type: none"> ○ Year 1 – Administrative general reassessment of all property, focusing on both sales data and any new construction (2022) ○ Year 2 - Effective January 1, 2023 (equalized tax rate) ○ Year 3 - Full general reassessment with all new and existing properties viewed and photographed (2024) ○ Year 4 - Effective January 1, 2025 (equalized tax rate) 				

FISCAL IMPACT:	<ul style="list-style-type: none"> • For any first-time assessments of new construction in years 2021 to 2024 – \$32.00 per parcel; • For that 2023Administrative Review Reassessment – \$8.75 per parcel; and • For that 2025 General Reassessment (including on-site review and digital images) – \$13.50 per parcel. 				
POLICY IMPACT:	NA				
LEGISLATIVE HISTORY:	NA				
ENCLOSURES:	Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	x	x	x		x- COR

**COUNTY OF FLUVANNA, VIRGINIA
GENERAL REASSESSMENT SERVICES OF REAL PROPERTY CONTRACT**

This General Reassessment Services of Real Property Contract (the “**Contract**”), is made this ___ day of _____, 2021, between the County of Fluvanna, a political subdivision of the Commonwealth of Virginia (“**County**”), and Pearson’s Appraisal Service, Inc., a Virginia corporation (“**Contractor**”).

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

I. SCOPE OF SERVICES: The Contractor shall provide all of the labor, materials, services, deliverables, and work necessary to or required to (i) complete the general reassessment services for real property in Fluvanna County, Virginia, including without limitation a General (Administrative Review) Reassessment for 2023 and a General Reassessment for 2025, (ii) meet or exceed all of the requirements, obligations, and provisions of the Request for Proposal(s) #2021-03 entitled “General Reassessment Services of Real Property”, issued January, 25, 2021, as modified by that Addendum #1, that Addendum #2 and that Addendum #3, attached hereto as **EXHIBIT 1** (together, as modified, the “RFP”), which is incorporated herein by reference as a material part of this Contract; and (iii) meet or exceed all of the requirements, obligations, and provisions and perform all of the services and work outlined in the Contractor’s Response to the RFP dated February 15, 2021, attached hereto as **EXHIBIT 2** (the “Response”), which is incorporated herein by reference as a material part of this Contract (collectively (i), (ii) and (iii) supra are hereinafter referred to as the “Services”).

The County and the Contractor’s negotiated pricing agreement is attached hereto as **EXHIBIT 3 (the “Pricing”)**, and which is incorporated herein by reference as a material part of this Contract. **Notwithstanding any other provision of this Contract this Exhibit 3 negotiated pricing controls over any pricing set forth in the Response.**

The Contractor is required to meet or exceed all requirements, specifications and terms of the RFP including, but not limited to, those provisions on pages 2 through 19 of the RFP, being provisions 3 entitled “3. Statement of Needs” through and including provision 32 entitled “32. General Reassessment Statement of Needs” of the RFP and the requirements of the County of Fluvanna’s General Terms, Conditions and Instructions to Bidders and Contractors attached to the RFP as Appendix I (the “County’s General Terms”). The Contractor is required to perform the following services and work in a good and workmanlike manner of the highest professional standards and so as would pass without exception in the industry.

Contractor agrees to adhere to that “Tentative Schedule with Project Chronology for Reassessment January 1, 2023” attached hereto as **EXHIBIT 4 (the “2023 Schedule”)**, and which is incorporated herein by reference as a material part of this Contract. No later than September 1, 2022, the Contractor shall submit to the County a “Tentative Schedule with Project Chronology for Reassessment January 1, 2025” for review and approval by the County. The County may reject the schedule in its sole discretion, in which case the County may terminate this Contract with no further financial liability to the Contractor of any kind, or may require the Contractor to submit an

amended schedule. A written addendum shall be signed by the County and Contractor upon approval by the County of a “Tentative Schedule with Project Chronology for Reassessment January 1, 2025 (the “2025 Schedule”). Collectively the 2023 Schedule and the 2025 Schedule are referred to herein as the “Service Schedules”, with time being of the essence for all tasks described therein (notwithstanding the titles which contain the word “tentative”). Notwithstanding the foregoing, if the RFP requires a portion of the Services be completed by a specific date and such date is prior to any date for completion set forth in the Service Schedules, the RFP deadline shall control. Time is of the essence for all services and work to be provided under this Contract.

Those portions of the Services related to or required for the 2023 General (Administrative Review) Reassessment are sometimes referred to herein as the “2023 Reassessment”. Those portions of the Services related to or required for the 2025 General Reassessment are sometimes referred to herein as the “2025 Reassessment”.

II. COMPENSATION: In accordance with the Pricing the Contractor will be paid as follows:

For any first-time assessments of new construction in years 2021-2024 – \$32.00 per parcel;

For that 2023 Administrative Review Reassessment – \$8.75 per parcel; and

For that 2025 General Reassessment (including on-site review and digital images) – \$13.50 per parcel.

The Contractor shall invoice the County annually for any first-time assessments of new construction services provided in the prior calendar year on or after the 1st of January each year during the Contract term (with the first invoice to be on or after January, 2023) after the Completion Date of such services. The Contract Term shall begin on the date this Contract is signed by the County and shall terminate when all Services have been provided unless earlier terminated by the County as permitted hereunder.

The Contractor shall invoice the County for those Services related to the 2023 Reassessment after the Completion Date of such 2023 Reassessment Services.

The Contractor shall invoice the County for those Services related to the 2025 Reassessment only after the Completion Date of all Services required under this Contract (including without limitation those Services related to the 2025 Reassessment). It is specifically understood that the final payment under this Contract for those Services relating to the 2025 Reassessment shall not be due or owing until all Services required under this Contract have been completed in full compliance with this Contract, the County’s General Terms, the Response and the RFP to the sole satisfaction of the County.

Payments shall be due within forty-five (45) days of receipt of a valid invoice by the County. All such payments shall be made in accordance with Section 47 “Payment” of the General Terms. The date that all Services, or portions thereof if so specified above, are completed in full compliance with this Contract, the County’s General Terms, the Response and the RFP to the sole satisfaction of the County is the “**Completion Date**”

III. OTHER CONTRACT TERMS: The County's General Terms are specifically made a part hereof and incorporated herein by reference. In the event of a direct conflict, this Contract shall control over any exhibit hereto. Whenever possible this Contract and all exhibits shall be read together. The order of precedence for the exhibits is as follows: (i) County's General Terms; (ii) Pricing; (iii) 2023 Schedule; (iv) Response; and (v) RFP. With (i) controlling over (ii), (iii), (iv) and (v) in the event of a direct conflict; (ii) controlling over (iii), (iv) and (v), and so forth.

IV. PERIOD OF PERFORMANCE: The term of this Contract shall begin immediately upon signature by the County and shall end upon the completion of all the Services required under the Contract, in accordance with the Service Schedules. The Services related to the 2023 Reassessment shall be completed to the sole satisfaction of the County as required by the RFP and Response no later than December 31, 2022. The work and services related to the 2025 Reassessment shall begin no later than October 1, 2022 and shall be completed to the sole satisfaction of the County as required by the RFP and Response no later than December 31, 2024. If the County is not satisfied with any of the work or services related to the 2023 Reassessment for any reason in its sole discretion then the County may terminate this Contract upon written notice to the Contractor no later than December 31, 2023 and all the rights, responsibilities and obligations of the parties with respect to the 2025 Reassessment shall terminate, be null and void and of no further force or effect. Specifically, no payments shall be owed to the Contractor for the portions of the work and services related to the 2025 General Reassessment Project, including, but not limited to, the base price of \$13.00 per parcel for such 2025 Reassessment. This shall be in addition to any rights of termination the County has under this Contract or the General Terms, Conditions and Instructions to Bidders and Contractors.

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

If to County:

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

With a Copy to:
Fluvanna County Attorney
Mr. Frederick W. Payne
414 East Jefferson Street
Charlottesville, VA 22902

If to Contractor:

Pearson's Appraisal Service, Inc.
Attn: Mr. Fred W. Pearson
P.O. Box 36404
Richmond, VA 23235

Witness the following duly authorized signatures and seals:

Pearson's Appraisal Service, Inc.
a Virginia corporation

Fluvanna County,
a political subdivision of the
Commonwealth of Virginia

BY: _____ (SEAL)

BY: _____ (SEAL)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

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



COUNTY OF FLUVANNA, VIRGINIA
Request for Proposals (RFP) #2021-03
GENERAL REASSESSMENT SERVICES OF REAL PROPERTY

Issue Date: January 25, 2021

Due Date: February 23, 2021 at 2 p.m. EST

Procurement Contact:

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

All sealed proposals shall be turned in no later 2:00 p.m. EST, 23rd day, February, 2021.

All Proposals that are delivered via mail or are hand delivered must be addressed to the "Procurement Contact" listed above.

Any Proposals sent in via facsimile, telephone, or email shall not be considered.

Any Proposals that are turned in late will be rejected and returned unopened.

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

1. PURPOSE

- A. Fluvanna County, a political subdivision of the Commonwealth of Virginia (the "County") and the Fluvanna County Board of Supervisors (the "Board") is issuing this Request for Proposal ("RFP") and is requesting sealed proposals from qualified firms to perform reassessment services on real properties located within Fluvanna County. The firm shall have the necessary expertise in the field of property reassessment services.
- B. The purpose of this Request for Proposal ("RFP") is to solicit sealed proposals to establish a contract through competitive negotiations with one (1) qualified firm to perform two General reassessments of all real property at its fair market value in money as of January 1, 2023, and January 1, 2025, as stated in Section 58.1-3201 of the Code of Virginia (hereinafter the "Code"). All services shall be provided in accordance with the specifications contained herein and attached hereto. The first General reassessment (January 1, 2023) will entail an administrative review of all

property and sales since January 1, 2021 and onsite visits with pictures of any new construction since last reassessment. The second General reassessment will include onsite visits with pictures of all county real estate parcels.

2. BACKGROUND

- A. Fluvanna County is centrally located in the heart of Virginia, 120 miles south of Washington, D.C., 60 miles west of Richmond, VA, and 25 miles southeast of Charlottesville, VA. The County encompasses a land area of 282 square miles and is bound by interstate 64 to the north and by the James River to the south. As of July 2014, the County had a population of 25,970. Fluvanna County is surrounded by several other local jurisdictions including the Counties of Albemarle, Louisa, Buckingham, Cumberland, and Goochland.
- B. The work performed shall include a field visit and inspection of all parcels and mobile homes. The following chart shows a breakout by parcel as of January, 1, 2021

Parcel – By Class	2021 Parcel Count
Commercial (R4)	200
Residential (R1-3)	13627
Agricultural (R5-6)	1722
Tax Exempt (E70-79)	453
Mobile Homes	326
Total Taxable Parcels	16328

3. STATEMENT OF NEEDS

- A. In accordance with Section 58.1-3254 of the Code (all Code references are to the Code 1950, as amended), the Fluvanna County Board of Supervisors (hereinafter the “County” or “BOS”) has directed that there be two General reassessments of real estate in the county. Such reassessments shall include all taxable and tax-exempt properties with the improvements and buildings thereon, if any, and shall be based upon Fair Market Value. All manufactured housing/mobile homes must be assessed in the same manner as real estate.
- B. The Fluvanna County Board of Supervisors is seeking the services of a fully qualified and experienced appraisal firm to provide such Administrative and General, reassessment services. The successful Offeror shall demonstrate their ability to provide a qualified person to be appointed as the County’s Professional Assessor and to be certified by the Virginia Department of Taxation, as required by applicable law including specifically Sections 58.1-3258.1 and 58.1-3275 of the Code. The successful Offeror shall demonstrate extensive knowledge of the assessment requirements as set out in the Code, 1950, as amended. The successful Offeror shall demonstrate knowledge of Fluvanna County, shall have proven experience in the evaluation of residential, rural, and other properties similar to those located in the County, and shall demonstrate knowledge of property values in the surrounding areas. The intent of these specifications is to have all real property assessed at its fair market value in money as stated in Section 58.1-3201 of the Code. “All general reassessments or annual assessments in those localities which have annual assessments of real estate, except as otherwise provided in Section 58.1-2604 of the Code, shall be made at 100% of fair market value...” Fair market value has been defined by the International Association of Assessing Officers (IAAO) as “‘Fair market value’ means the amount in terms of money that a well-informed buyer is justified in paying and a well-informed seller is justified in accepting for property in an open and competitive market, assuming that the parties are acting without undue compulsion” or “the most probable price expressed in terms of money that a property would bring if exposed for sale in the open market in an arms-length transaction between a willing seller and a willing buyer, both of whom are knowledgeable concerning all the uses to which it is adapted and for which it is capable of being used.” Generally, Virginia Courts have

defined fair market value to be: “The fair market value of a property is the price which it will bring when offered for sale by one who desires but is under no duress to sell and is brought by one who is under no undue necessity of buying, with both buyer and seller being knowledgeable of the uses to which the property is adaptable.”

- C. The reassessments shall be conducted in a manner consistent with all applicable laws, regulations, rules, standards and case law. Assessments shall be complete, uniform and at 100% fair market value. All taxable and nontaxable properties shall be visited and all elements of value appraised. In all cases, uniformity and equality are required under the laws of the Commonwealth of Virginia with respect to each class of property. All aspects of this general reassessment shall be conducted in accordance with the laws of the Commonwealth of Virginia.
- D. All procedures shall be in accordance with all applicable law including without limitation Section 58.1-3200 et seq. of the Code, relating to the assessment of property. The Commissioner of Revenue will review all decisions as to procedure followed and forms used. Under this contract, the Offeror is responsible for advising the County as to the current market value of each item of property assessed.
- E. Appraisals shall be based on a thorough study of actual market sales and construction costs covering the period beginning January 1, 2021 through March 31, 2022 in Fluvanna County. The Offeror will conduct this study **prior** to beginning any field appraisals. The completed study will be provided to the County in hardcopy and digital formats and will become the property of Fluvanna County.
- F. To be appointed to perform the reassessment by the BOS, the Offeror shall be certified as a qualified assessor by the Virginia Department of Taxation, and shall serve as the County Assessing Officer during the reassessment and through any appeal process relating to the January 1, 2023 and January 1, 2025 assessments, respectively. The Offeror’s duties shall also include but are not limited to, the following:
 - i. The Offeror shall appraise all property entitled to classification under Section 58.1-3230 of the Code at its fair market value without easement in money.
 - ii. The Offeror shall work with the Commissioner of the Revenue to ensure that parcels which qualify for land use assessment or are under perpetual easement are assessed using a methodology that is consistent with the need of Commissioner of the Revenue to apply easement values.
 - iii. After the completion of the Reassessment, the County will apply the land use value schedule on those parcels which qualify for land use assessment under the appropriate statutes, and apply easement values on those parcels under perpetual easement in accordance with the appropriate statutes.
 - iv. The Offeror shall prepare and maintain an Assessors’ Manual in which the final resultant schedule of values, standards and rules, when properly applied, will result in appraising all property in accordance with Section 58.1-3200 et seq. of the Code. All schedules, standards, and rule shall conform to IAAO standards, applicable law and acceptance is contingent on County review and approval.
 - v. The Offeror shall appraise manufactured homes in accordance with Section 58.1-3522 et seq. of the Code. Manufactured homes which have been converted to real property pursuant to Section 46.2-653.1 of the Code shall be treated as real property as required thereunder.

4. STATEMENT OF WORK

- A. Mobile Home Assessments

- i. All single-wide mobile and double-wide homes which have been modified into more permanent structures by the addition of rooms and/or roofs and a permanent foundation shall be appraised as real property if an as required under applicable law. The Offeror shall collect the data on field sheets and record the data in the County's CAMRA application using the same methodologies as used for residential housing.
 1. **The following conditions should help in this real property test:**
 - a. Is it a single wide mobile home?
 - b. Has been underpinned, crawl space enclosed, or with additions or improvements in excess of \$10,000 valuation?
 - c. Other similar condition that may reflect the owner's intent to make permanent?
 - d. Is it on a foundation with hitch removed?
- ii. Non-permanent single and double-wide homes which have not been modified into more permanent structures are assessed as personal property, but as part of this contract are to be assessed by the Offeror.
- iii. Using the County provided mobile home assessment field sheet, the Offeror shall collect data and assess all non-permanent double wide and single wide mobile homes. The Offeror will also document the current use (i.e., housing, storage, dog kennel, etc.) of each mobile home.
- iv. Although these non-permanent structures are not real property, for tracking purposes, the Offeror will enter these structures into the CAMRA application with zero value and the appropriate code indicating the mobile home usage.
- v. Mobile/Manufactured Homes hook-ups (sites) must be appraised and so noted on field data sheets. All mobile home parks and camping parks must be noted and appraised at their fair market value inclusive of hook ups.

5. Status Reports

- A. The Offeror shall at a minimum provide quarterly status reports to County Administration and at request present these reports to the BOS.
- B. The Offeror at a minimum provide monthly status reports to the Commissioner of the Revenue and to the County to ensure that the general reassessment is progressing satisfactorily against the agreed upon timeline/schedule. The status reports shall include informal summary ratio results when appropriate and when requested by the County.
- C. The format of both the BOS and the County status reports shall be mutually agreed upon by the County and the Offeror. Suggested formats may be put forth in the Offeror's proposal.
- D. For those tasks not progressing on schedule, the Offeror shall provide within these reports adequate explanations and recommended corrective actions. Any corrective action taken shall be mutually agreed upon by the Offeror and the County.

6. Quality of Work

- A. The Offeror's quality of work performed is of the utmost importance in this contract. To that end, the County requires the ratio studies results fall within requirements of applicable law and the following uniformity relative to coefficient of dispersion (COD).
 - i. R1 and R2 class CODs within a neighborhood or a group of homogeneous neighborhoods shall not exceed twelve percent (12%) for both vacant and improved properties.
 - ii. R3 and R4 class COD within a neighborhood or a group of homogeneous neighborhoods shall not exceed fifteen percent (15%) for both vacant and improved properties.

- iii. R5 and R6 class CODs within a neighborhood or a group of homogeneous neighborhoods shall not exceed fifteen percent (15%) for both vacant and improved properties.
- iv. Newer mobile home CODs shall not exceed twelve percent (12%) and older mobile homes COD shall not exceed fifteen percent (15 %.)
- v. At the completion of the 2023 Reassessment, the overall mean sales to assessment ratio of the assessment for the County shall be no less than 95% of market value with no class of property being less than 90% The Regression Index shall be between .98 and 1.03 for both vacant and improved properties.
- vi. The Offeror's performance of the reassessment project shall be deemed to be complete after all BOE hearings/assessor hearings including appeals have been completed and after all deliverables are accepted by the County.

7. Site Visits

- A. The Offeror shall deem the terms "visit" or "visited" as used in these specifications to mean the on-site review of existing property record cards or data in order to verify accuracy as well as touching and physical measuring of all new primary structures with an Engineer's tape, and talking with available occupants or owners while seeing the property with your eyes.
 - i. The Offeror shall measure and sketch new buildings and other major building improvements and record said data in the County's CAMRA application.
 - ii. The Offeror shall capture general property data and improvement data. Data shall include, but is not limited to, the applicable fields shown in Attachment A. The Offeror shall record said data in the County's CAMRA application.
 - iii. The Offeror shall photograph the front and back of each structure valued over \$10,000. The Offeror shall load these photographs into the CAMRA application or into an archival system of the County's choice.
 - iv. In those cases where the homeowner is not at home and the Offeror cannot obtain all necessary information, Offeror shall leave a door hanger to notify the homeowner of the visit and request the homeowner to furnish the information. The Offeror shall keep a log to track these hangers, follow-up, and resolution.
 - v. In those cases where a property is locked or otherwise inaccessible, the Offeror shall use the current GIS aerial maps and other maps, such as Google Earth, to check for the existence of real estate structures and to estimate structure size. The Offeror shall also validate these estimates against any existing permits. The Offeror shall document in the CAMRA application that size estimation and building type assignment were made using map discovery and provide a reason for using maps in lieu of a physical measurement.
 - vi. In those cases where a property is designated as vacant and is over 10 acreages, the Offeror shall use the current GIS aerial maps and other maps, such as Google Earth, to check for the existence of previously undiscovered/non-permitted real estate structures. If the property is accessible, the Offeror shall visit and do an on-site review of the structure(s). If inaccessible, the Offeror shall use maps to estimate size and determine building type. The Offeror will document this use of map estimation in the CAMRA application.
 - vii. The Offeror shall keep a log of all previously undiscovered/non-permitted structures by PIN and building number. The CAMRA application may be used to maintain this information.
 - viii. County personnel may periodically accompany assessors and/or data collectors during their site visits.

8. Real Property Assessments

- A. The Offeror shall conduct cost, market and income research and analyses in the development of the schedules and tables of values. All schedules and tables shall reflect market value. The Offeror shall include all schedule and tables used in the Assessors' Manual.
- B. The Offeror shall make careful investigations of the fair market value of all improvements making a complete exterior and reasonable interior inspection.
- C. The Offeror shall train any personnel designated by the County in the assessment techniques and procedures utilized by the Offeror to appraise all real property in the County.

9. Urban and Rural Property

- A. The Offeror shall analyze sales data and make careful investigations of the fair market value of all classes of land, giving due consideration to all factors enumerated in these specifications and Commonwealth of Virginia Code including but not limited to topography; soil type; road type; neighborhood trends; and "open space easements."

10. Small Acreage Tracts

- A. The Offeror shall prepare a pricing schedule applicable to small acreage tracts, especially those of ten (10) acres or less, which have potential other than farm usage, from local market data. Size of tracts may have a direct bearing on land value. This schedule must be flexible to allow all acreage tracts, regardless of size, to be appraised at market value.

11. Mineral Rights and Timber

- A. The Offeror shall make a careful investigation of assessable mineral rights and make the assessment pursuant to applicable law including without limitation Sections 58.1-3286 and 3287 of the Code, and consultation with the Commissioner of the Revenue.
- B. Timber shall be assessed as required by applicable law including without limitation Section 58.1-3284 of the Code.

12. Properties spanning Towns and County

- A. If applicable, the Offeror shall specify in the County's CAMRA application if all or part of any property is within the boundaries of any incorporated town as well as define and list the part within such town.

13. Improvements

- A. The Offeror shall make careful investigations of the fair market value of all improvements making a complete exterior inspection.
- B. The Offeror shall measure all new improvements since last reassessment for 2021 and all improvements in total for 2023 and record data in the County's CAMRA application.
- C. The Offeror shall measure and sketch new buildings and other major building improvements and record said data in the CAMRA application.
- D. The Offeror shall capture general property data and improvement data and record data in the County's CAMRA application. Data shall include, but is not limited to, the applicable fields shown in Attachment A.
- E. Basic cost data shall be applied to existing construction for the determination of accurate and consistent replacement costs, less any physical depreciation, functional or economic obsolescence.
- F. For each property with multiple improvements, the Offeror shall create an 8 ½ x 11 structure locator map. Locator maps shall show the location of each structure relative to the main dwelling. Structures shall be labeled to identify the use, type of construction, and size. Paper locator maps shall be attached to the associated PRC.

14. Suburban and Farm Dwellings

- A. The Offeror shall visit and inspect suburban and farm dwellings and other farm buildings/structures in the same complete manner as other residential buildings.

15. Farm (non-residential), Commercial and Industrial properties

- A. The Offeror shall visit and inspect Farm (non-residential), Commercial and Industrial properties in the same complete manner as residential properties.
- B. Basic cost data shall be applied to existing construction for the determination of accurate and consistent replacement costs, less any physical depreciation, functional or economic obsolescence.
- C. Income and expense data and market data shall be used where applicable and available to assist in assessing the properties. Income data shall be requested from the property owners.
- D. Computations using Income Approach to value shall be converted to a Bricks and Mortar unit price methodology for final valuation in the County's CAMRA application.
- E. Commercial properties which are not assessed using standard tables, such as for sound value or income approach, the Offeror shall create and maintain a file showing the methodology used to assess each of these properties. This information shall be delivered as part of the Assessors' Manual.
- F. Locator Maps shall include the name of the building as known to the industry.

16. Apartment Properties and Rental Properties

- A. The Offeror shall consider all apartments or two or more connected dwelling units designed or re-designed for rental occupancy and all groups of apartment buildings to be classified as apartment property.
- B. Assessment of residential rental apartments containing more than 4 units shall be in accordance with applicable law including without limitation Section 58.1-3295.1.
- C. All apartments shall be reviewed to determine if the housing is subsidized. Affordable housing shall be assessed in accordance with applicable law including without limitation Section 58.1-3295 of the Code.
- D. The Income Approach to value shall be considered and all assessments shall be complete with analysis of income and expense data, if obtainable.
- E. Economic rental estimates shall be used where actual rents are not available.

17. Industrial Complexes

- A. The Offeror shall visit and inspect each industrial complex and develop an Industrial Complex Report for all such properties. This report shall be attached as an addendum to the Assessors' Manual. The Industrial Complex report shall include:
 - i. Building-by-building component part description of construction and fixed equipment taxable real property, showing individual replacement value and depreciation for each.
 - ii. All yard improvements shall be listed individually and shall be priced and depreciated separately.

18. Common Open Space, Defective Drywall and Wetlands

- A. The Offeror shall appraise and apportion Common Open Space according to applicable law including without limitation Section 58.1-3284.1 of the Code.
- B. Perform any required reassessment of residential property containing defective drywall in accordance with Section 58.1-3284.2 of the Code.
- C. Assess wetlands separately if and as required under Section 58.1-3284.3 of the Code.

19. Other Properties and Structures

- A. Grain Bins, Silos, and Other Farm Buildings
 - i. For the purpose of this reassessment, grain bins, silos, and other farm buildings are to be considered as real property and valued based on their contribution to the overall property value with consideration given to the functional use of single purpose structures that have little adaptability.

20. Income Producing Structures

- A. For the purpose of this reassessment, incoming producing structures including but not limited to cell towers on commercial and non-commercial properties are to be considered as real property and valued based on their contribution to the overall property value.

21. Miscellaneous Structures

- A. For the purpose of this reassessment, miscellaneous including but not limited to airstrips, golf courses, generators, are to be considered as real property and valued based on their contribution to the overall property value.

22. Exempt Property

- A. It is specifically understood that property wholly or partially excluded from taxation will be appraised and valued by the Offeror, including all governmental units located within the County. This will be done in the same way property that is nonexempt is appraised, including correct parcel identification number and special (class code) coding for retrieval by the County's CAMRA application.

23. Property for Public Service Companies

- A. The Offeror shall not appraise property of public service companies that is appraised by the Virginia State Corp. Commission and Department of Taxation. However, the Offeror shall appraise all real property of such companies situated in the County, which is not appraised by the aforementioned agencies.

24. Personal Property

- A. This contract does not provide for the assessment of commercial furniture and fixtures, industrial machinery and equipment, or other personal property by the Offeror with the exception of mobile home properties.

25. All Other Property

- A. The Offeror shall assess all other real property in Fluvanna County not specifically covered previously by this RFP but required by law to be appraised at fair market value using acceptable assessment standards including without limitation common open space (see Section 58.1-3284.1 of the Code) and Leasehold interests (see Section 58.1-3203 of the Code).

26. Construction Costs

- A. The Offeror shall use an appropriate construction cost index similar to that used by other Virginia localities as a basis for determining initial construction costs and shall provide a description of the cost index used and why to the County and the Assessor. The Offeror shall adjust based on random testing against known local construction costs to verify the accuracy and to determine Fair Market Value before being applied. The Offeror shall obtain local construction costs through the County Building, Permits, and Inspections Department and local Offerors, realtors, and appraisers. The Assessors' Manual shall include an appendix

setting forth which construction cost index was used and why, and detailing the factors used in determining local adjustments. Factors included shall include material costs, prevailing wage scales, labor resources, overhead, profit, architecture and engineering Fees and all other factors which impact upon the cost of building construction and its value within the County.

- B. Unit construction costs shall be inclusive of the items mentioned above.
- C. Separate unit costs for each different type of construction (residential, commercial, industrial, etc.) as well as for each district construction subsystem of component, such as paving, roofing, fencing, wells, septic systems, etc., to be used in conjunction with the Sales Ratio Study.
- D. Unit costs for materials and labor in place, including all normal service charges and profit.

27. Zoning Considerations

- A. The Offeror shall consider zoning, conditional or otherwise, in the assessment of all real property.
 - i. The Offeror shall use the County's GIS zoning layer for zoning determination within the County, exclusive of the Towns. The Offeror shall obtain all Town zoning and conditional zoning from Town zoning officials.
 - ii. Although County zoning information is in the County's CAMRA application and on the field property record cards ("PRC"s), zoning must be verified though the GIS and/or the appropriate County and/or Town zoning offices if the zoning impacts the property assessment.
 - iii. Detailed information relating to conditional zoning shall be available through the County and/or the Town zoning offices. The Offeror shall record any conditional zoning used in the assessment of a property in the County's CAMRA application and document the impact of Conditional Zoning in the Assessors' Manual.

28. Assessors' Manual

- A. The Offeror shall develop and maintain an Assessors' Manual. This manual shall include cost and sales data, and any other information used to compile the schedule of values for the final 2022 computations as part of the Assessor's Manual. This document shall be used as a working document by the Offeror. The County will review each delivery of the document, and submit edits/modifications to the Offeror for incorporation as part of document maintenance until the final version is approved by the County.
- B. Upon request, the County will provide a copy of the 2021 Assessors' Manual which can be used as a starting point for the 2023 & 2025 Assessors' Manual. Guidelines as to the Assessor's Manual Content are provided in Attachment B.
- C. The Assessors' Manual shall be set up in an easily comprehensible manner enabling the County to show the taxpayer how property valuations are determined. Calculations methods and calculations shall be the same as those implemented in the County's CAMRA application and all codes and custom calculations used by the County's CAMRA application shall be reflected in the Assessors' Manual.
- D. All data used in the composition of the manual and to substantiate sales must be turned over to the County.
- E. The Offeror shall provide updated versions of this manual and manual training. Specific dates shall be provided by the Offeror as part of their proposal.
- F. The Offeror shall train designated County personnel in the use of the Assessors' Manual for assessing all types of real property.

29. Sales Studies and Sales Ratio Studies

- A. The Offeror shall conduct a Sale Study and then subsequent Sales Ratio Studies to aid in the pricing of real property and as the project progresses to ensure that the assessments are

reflecting market value. The Offeror shall contact property owners to determine validity of sales and values.

- i. Sales Studies shall include all sales in the County shall contain enough valid real property sales and/or transactions stratified into homogeneous neighborhoods; by property class (R1, R2, R3, R4, R5, R6, and exempt) within each neighborhood. Neighborhoods shall be divided into real property classes, by vacant and occupied land within each class.
- ii. Where valid sales are limited, the Offeror shall augment the supply of usable sales by adjusting rejected sales to reflect the cash equivalent value of the real property, and expand the sales period adjusting for time of sale. Timeframes need not be the same for each class of property, but the studies must detail the techniques used and indicate when adjusted sales values were used.
- iii. Where sales are comparatively scarce and complex, such as with commercial, industrial, and agricultural sales, the Offeror can consider appraisals as a basis for valuation. Appraisals should be tested against actual sales as well as against appraisals and assessments of other similar properties. Acceptable appraisals must contain a narrative of the valuation methods used and a value conclusion. Where valid sales data and adjusted sales data is available, appraisals should not be used.
- iv. The Offeror shall provide a study for each of the County's Districts using the same stratification listed above. District studies are informational only and should not be used as a means to assess since Fluvanna County districts are based on census data and thus real property within Districts is not homogenous by nature.
- v. The Offeror shall run periodic Sales Ratio Studies to ensure that the project assessments are falling within the acceptance Sales Ratio requirements set forth in this contract.
- vi. The Offeror shall deliver the studies. Specific dates shall be provided by the Offeror as part of their proposal.

30. Office Administration

A. Property Record Cards, Reports and Other Required Forms

- i. The Offeror shall use County's electronic field cards, and PRCs for data gathering. The Offeror shall use the County's CAMRA application for updating property records as well as printing current and updated PRC and field cards.
- ii. The County will assist the Offeror with the design and development of forms and reports as necessary to be used in the reassessment project including, but not limited to mailers, computer reports, and valuation notices.
- iii. At the start of the reassessment project, the reassessment data in the CAMRA application will match the assessment data.
- iv. Although additional PRCs can be printed by the Offeror on an ad hoc basis, PRCs are available to be viewed online. When possible, online viewing should be used in lieu of printing.

B. Printing

- i. With the exception of bound copies of deliverables and re-mailings done due to error on the part of the Offeror, the County will be responsible for the printing costs associated with the reassessment project. Printing will include, reassessment notices, public relations pamphlets, reports, and deliverables. It will be the joint responsibility of the County and the Offeror to design these items.
- ii. Reprinting of mailers due to error on the part of the Offeror shall be done at the Offeror's expense.

- iii. It shall be incumbent upon the Offeror to maximize the use of electronic tools such as the County's CAMRA application, the GIS application, SharePoint, spreadsheets, etc. to view data rather than print data.

C. Postage

- i. The County will be responsible for reasonable postage necessary for mailing income and expense requests for commercial properties; reassessment notices; and hearing result notices. Re-mailings due to error on the part of the Offeror shall be done at the Offeror's expense.

D. Space Requirements & Office Arrangements

- i. The County will provide, as needed, office and meeting space for the Reassessment Office with the space and location to be determined by the County. The County will furnish all necessary utilities such as power, water, heat and air conditioning; reasonable office furniture; and provide networking capabilities through the County's network.

E. Phone Service

- i. During Assessor Hearings, the County will provide the Offeror with local and long distance phone service, however, the County will periodically review the Offeror's use of said service to confirm that use continues to be a reasonable cost for the County to bear.
- ii. If such costs, in the opinion of the Contract Administrator, appear excessive the Offeror shall be responsible for justification of such costs, otherwise those costs which appear unreasonable shall be deducted from the final invoice. The Offeror shall bear full responsibility for their cellular phones and services to be utilized during this contract term.
- iii. The County shall provide two (2) phones for the Contract. These phones shall be shared within the Reassessment Office. Additional phones may be added during periods of high volume calling, such as when hearings are being scheduled.

F. Computers and Related Office Software

i. Computers

- 1. The County shall provide two (2) computers if necessary for full time Offeror use. These computers shall be shared within the Reassessment office.
- 2. The Offeror computers will be standardized with the following:
- 3. Microsoft Office for word processing and spreadsheet capabilities;
- 4. Microsoft Outlook for County e-mail and calendar access;
- 5. The CAMRA application for assessment work; and
- 6. The GIS application for map queries and locator map creation.
- 7. No software or hardware modifications shall be made to the provided PCs without coordination and permission of IT.
- 8. The County will also provide one (1) public access computer. This computer will be standardized with the following:
 - a. Read only access to the GIS application,
 - b. Microsoft Internet Explorer intended to provide access to
 - c. Real Estate Online, a read only current assessment data
 - d. Reassessment Real Estate Online, read-only the Reassessment notice data.

G. Microsoft Office

- i. The County has standardized on using the Office Suite products. All deliverables shall be provided in a format compatible with these products.

H. Microsoft Outlook

- i. The Offeror and the County shall use Outlook as a standard mode of communication. Both the Offeror and the County shall also use this product for scheduling. To this

end, each member of the Offeror's staff shall be setup with a Microsoft Outlook email account. These accounts are accessible both inside the County and through an internet version of the application.

I. The CAMRA application

- i. The County will provide the Offeror with access to the County's CAMRA application for the purpose of recording data and assessing properties. The County does not ensure the accuracy of this product. The Offeror must report any application discrepancies to the applicable County Liaison/Project Manager.

J. CAMRA Availability

- i. Reassessment data will be available for use by Offeror. The Offeror shall use the County's CAMRA system throughout the contract period to update reassessment data.
- ii. At the end of the reassessment, this data shall be reconciled and merged into the Commissioner's current year data. It is incumbent upon the Offeror and the County to review the data to ensure validity and accuracy throughout the project and before the merge takes place.

K. The GIS Application

- i. The County will provide the Offeror with access to the County's GIS application for the purpose of inquiry and printing of maps to be used in the reassessment, and for doing electronic markup within the GIS application.

L. GIS Training

- i. The County will provide initial training on the GIS application for the purposes of producing work maps and calculating acreages of specific areas within individual parcels of land.
- ii. Training shall be performed on a schedule jointly agreed upon by the Offeror and the County.

M. GIS Support

- i. The functioning of the GIS application is critical to this project. GIS will serve as the point of contact for questions and problem reporting and any issues with the GIS application.
- ii. The Offeror shall work directly with the County's GIS coordinator for technical support problems, customized reports or specialized maps produced through the use of the GIS.
- iii. Upon discovering any application or data discrepancies, the Offeror must immediately email the County's GIS coordinator with the following information:
 1. Description of the problem;
 2. Applicable screen shots;
 3. Where the issue occurred (screen name(s) and fields)
 4. Description of the affected data (PIN, Building or Segment, associated field)
- iv. The County Liaison/Project Manager should be copied on any support communications.

N. GIS Data Ownership

- i. The GIS databases shall remain the property of the County, which shall retain all rights commensurate with ownership, including the right to sell, release, license, and use or provide GIS databases or maps to others as it deems appropriate in its sole discretion. GIS maps and data produced by the Offeror shall be for official use for the reassessment project exclusively and will not be used for any other purposes.
- ii. The County reserves the right to deny access to certain GIS datasets. These datasets are deemed and will remain hereafter proprietary information of the County, shall not be provided or assigned to other parties, and shall be afforded the full protection of copyright law.

- iii. The Offeror is prohibited from re-formatting, copying or further reproducing GIS digital data.
- iv. The County does not ensure the accuracy of these products. The County disclaims any and all liability or responsibility for any damage, injury, loss, claim or lawsuit arising from any error, inaccuracy or other problem. The Offeror by submitting its response to this RFP agrees to indemnify and hold harmless the County and its officials and employees, from any and all claims, liability damages, injuries and suits arising from the use of GIS data or maps by the Offeror, the Offeror's employees or assignees. The Offeror shall waive all warranties expressed or implied and will waive any right of claim for damages incidental, consequential or special, arising out of or in connection with the use of GIS data or maps.

O. Use of County Records and Maps

- i. Subject to schedules and procedures approved by the BOS, all maps, tax records, data and information in the possession of the Commissioner of the Revenue and GIS, pertaining to properties covered by these specifications will be made available to the Offeror.

P. Offeror Personnel

- i. The Offeror must employ a sufficient number of qualified and experienced employees, including data entry personnel, at all times, to perform the work expeditiously on a timely and controlled basis.
- ii. The Offeror shall use, on the job, competent employees of good character and of adequate numbers to expeditiously perform the work required.
- iii. The Offeror's staff shall at all times be expected to display courtesy and professionalism in dealing with citizens, County staff, and members of the various Boards.
- iv. No employee of the Offeror is to be deemed an employee or agent of the County and is not entitled to any benefits from the County.

Q. Vehicles

- i. The Offeror shall furnish all vehicles used by the personnel of the Offeror in performance of duties herein described. The Offeror must ensure that all Offeror staff conducting County business have a valid driver's license and that all vehicles used for the purposes of this project are at least covered with valid liability auto insurance.
- ii. Vehicles must be identifiable by signs located on each side or in the front and back windows of said vehicle. The Offeror shall provide and use their own vehicle identification signs that meet the following requirements:
 1. Letters at least 2" high
 2. Contain the words "County Reassessment"
 3. **Variations are only as directed by the County.**
- iii. The Offeror shall provide and maintain a list with the following information regarding vehicles used during the reassessment:
 1. Tag number and State
 2. Vehicle description (color, make, model)
 3. Owner/primary driver.

R. Employees

- i. The Offeror shall furnish to the County a list of Offeror employees who will be working on this project. For good cause, the County will have the right to request the Offeror to remove any employee from work on this project.
- ii. All personnel at all times shall display a personal identification badge provided by the County.

S. Training and Instruction

- i. The Offeror shall supply complete instruction and direction of all personnel connected with the reassessment. Offeror shall train field personnel, appraisers and clerical personnel employed by the Offeror to measure and list all properties.

T. Staffing

i. Project Manager

1. The Offeror shall have at least one Project Manager on site in the County at all times. The intent is to have a member of the Offeror's staff that is authorized to act on the Offeror's behalf available throughout the project.
2. The Project Manager will be approved by the County and will not be shifted, replaced or transferred to another job without written consent from the County.
3. The Project Manager will be present in the County eighty (80) percent or more of the time during the entire project excepting the first sixty (60) days.

U. Field Personnel and Assessors

- i. All field personnel and Assessors shall display a personal identification badge provided by the County.
- ii. Once reassessment notices are mailed, the Offeror shall provide qualified assessment staff to answer citizen questions about the assessments. All call backs in response to voicemail messages must be made within one (1) working day. Answers to detailed phone calls must be made within two (2) working days.
- iii. An assessor shall be present at hearings upon the request of either the BOE or the County. Where possible, the assessor who worked in the area of the property being reviewed should be present.

V. Clerical Personnel

- i. All clerical personnel shall have at least a rudimentary experience with Microsoft Office products and how to answer phones. The Offeror shall provide general scripts so that the phone responses shall be consistent and informative.
- ii. The week the reassessment notices are mailed, the Offeror shall supplement the clerical staff in order to provide enough staff to answer calls and schedule hearings.
- iii. All call backs in response to voicemail messages must be made within one (1) working day.

W. Notification and Support of Values

i. Reassessment Notices

1. Upon the completion of assessment field work and assessment review, notices of the new assessments will be prepared for all real property owners by the Offeror, subject to review by the County.
2. All field work, data entry, and final reviews by the Offeror must be complete by September 2022 in order to meet the reassessment notice mailing deadline of September 28, 2022.

X. Additional Staffing

- i. The first working day after notices are mailed, the Offeror shall provide additional qualified support staff to schedule hearings, appointments and answer questions.
- ii. The Offeror shall make every attempt to accommodate and resolve citizen concerns regarding any notice of change in assessment.
- iii. The Offeror shall log all calls and emails and track responses to such. These services shall be provided at least twice during the contract period.

Y. Revisions and Notifications

- i. The Offeror shall complete any necessary revisions to the assessments before December 18, 2022 and December 18, 2024 with all hearing results notifications mailed to the property owner on or before December 21, 2022 and December 21, 2024, respectively.
- ii. The Offeror shall develop a list of codes to be used in the CAMRA application which will indicate the general results of a hearing or phone call on a specific date.
- iii. Within five (5) working days after a hearing, the Offeror shall make any necessary revisions in the CAMRA system and documenting the outcome of the hearing in the CAMRA system using a code and hearing date.
- iv. Within five (5) working days of a citizen call which results in a revision of the original mailed notice, the Offeror shall make the change in the CAMRA system and document the reason for the revision in the CAMRA system using a code and call date.
- v. The Offeror can mail hearing results notifications on a rolling basis once hearings have begun or as a single mailing sent on or before December 21, 2022 and December 21, 2024, respectively.
- vi. In the CAMRA application, the Offeror shall keep a log of all follow-up notices sent.
- vii. For at least a 4-week period following the final mailing of hearing results notifications, the Offeror shall provide a qualified employee to answer questions pertaining to hearing result notifications.

Z. Court Support

- i. The Offeror shall provide qualified appraisers to assist the County in the event of appeals of assessment(s) to the Courts. This service shall be provided at no additional cost to the County.

AA. Public Relations

- i. The Offeror shall work with the County, County IT personnel, and the County Liaison/Project Manager to provide a web presence during the Reassessment project. The content and design will be coordinated and approved by the County before publishing to the Internet.
- ii. The Offeror shall provide speakers, films, literature, and actual computer demonstrations for civic clubs and any other organizations with an interest in the reassessment, whenever the County requests, during the course of the contract.
- iii. The Offeror and employees shall endeavor to promote friendly relations with taxpayers and the general public.
- iv. All press releases or other publicity proposed by the Offeror must be presented to the County Administration to acquire BOS approval before being released. Unless release is otherwise required by law, the Offeror shall not release any proposed values, reassessments, data, or any other information either acquired or in the possession of the Offeror to any person, firm or association unless approved in advance by the BOS. Any required releases must first be reported to the County Administrator.
- v. Throughout the duration of this contract, the Public shall have access to current assessment data through the County's internet application, Virginia Mass Appraisal Network (VamaNet.) Once Reassessment Notices have been sent, the Public will be able to access a copy of the notice data through a reassessment version of VamaNet. Updates to VamaNet can be made nightly, periodically based on the schedule of hearing results notification, or once after all the hearing notifications have been sent. The Offeror shall specify their desired schedule of updates as part of their RFP response.

BB. BOE Support

The Offeror shall furnish a qualified staff member (Offeror employee) to assist the County Board of Equalization (also referred to as the "BOE"), Assessor and the County and without limitation to assist with applicable to the requirements of Sections 58.1-

3331, 3379 and 3984 of the Code of Virginia as amended. Said employee shall be present at each and every BOE meeting and until appeals from said BOE or to the Courts, arising within the statutory period, have been heard and resolved. This service shall be provided at no additional cost to the County.

31. GENERAL (ADMINISTRATIVE REVIEW) REASSESSMENT STATEMENT OF NEEDS

A. Time of Completion/Performance of Work

- i. It is specifically agreed, and so declared, that time is of the essence in the performance of this contract. The Offeror shall carry on the project of reassessment as set forth in this contract, and shall complete and deliver said work on or before the dates specified in this document. Any anticipated adjustments to specified dates shall be stated in the proposal, or the Offeror shall be expected to adhere to the timetable referenced below unless changes are approved by the County.

B. Hearings

- i. The Offeror shall schedule, hold, and document informal hearings starting October 1, 2022 and ending in December 2022. An assessor shall be present at each hearing. Where possible, the assessor who worked in the area of the property being reviewed should be present.

C. Timetable/Schedule

- i. The Offeror shall set forth a time table or schedule of work to be performed against which the County can measure contract progress. This timeline/schedule shall include the deliverables, work tasks, and associated dates applicable to each item. With the exclusion of those items where dates are specified, the timeline/schedule shall be mutually agreed upon by the Offeror and the County.

D. Start of Work

- i. The Offeror shall be prepared to begin the work to be performed under the contract after acceptance by the BOS, starting approximately January 1, 2022 although obtaining required personnel and other tasks may begin directly after award of the contract.
- ii. The Offeror may occupy the County-provided office space on or about February 15, 2022.

E. Field Work

- i. The Offeror shall provide a schedule of how data collection and field work across the County shall progress prior to beginning field work.
- ii. The Offeror shall complete all field work and review all assessments by September 19, 2022 in order to meet the reassessment notice mailing vendor's submission deadline of September 24, 2022.

F. New Construction Assessments

- i. The new construction assessments shall be delivered to the Commissioner of the Revenue on a monthly basis. New construction data entry shall be entered in accordance with the processes of the Office of the Commissioner of the Revenue. The Offeror shall conduct hearings.

G. New Construction and Partially Completed Construction

- i. The Offeror shall appraise buildings partially completed as their value based on the percentage of completion as of January 1, 2022.
- ii. All new construction completed between November 1, 2021 and December 31, 2021 and new construction partially completed as of January 1, 2023, shall be appraised at the finalized 2022 values and delivered to the Commissioner of the Revenue by the Offeror on or before January 10, 2023. This component of the project is not

considered part of the final reassessment book value, but will be supplemental thereto and included as a part of the reassessment contract.

- iii. The Offeror shall conform to the same guidelines per the "Statement of Needs" stated hereto and herein. The dates for the Administrative Reassessment shall encompass all new construction permits dated on or after January 1, 2021. The Offeror shall complete the Administrative reassessment no later than
- iv. Pursuant to Section 58.1-3300 of the Code, the Offeror shall complete all reassessments in a timely manner, with the original signed Reassessment Land Books to be delivered and filed with the Fluvanna County Circuit Court Clerk and all signed copies and all other records to be delivered or returned to the Commissioner of the Revenue by December 31, 2022 or March 31, 2023, if extended pursuant to Section 58.1-3257 of the Code. The Offeror shall apply for a three-month extension of the reassessment process through March 31, 2023 at the request of the Fluvanna County Board of Supervisors (also sometimes referred to as the "BOS").

H. Document Deliverables

- i. The Offeror shall provide each document deliverable in electronic Microsoft Word format. The Offeror shall provide a list of Key Dates, suggested time delivery time frames, and number of bound copies required as part of the delivery. The Offeror shall be responsible for the cost associated with the production of bound copies.

32. GENERAL REASSESSMENT STATEMENT OF NEEDS

A. Time of Completion/Performance of Work

- i. It is specifically agreed, and so declared, that time is of the essence in the performance of this contract. The Offeror shall carry on the project of reassessment as set forth in this contract, and shall complete and deliver said work on or before the dates specified in this document. Any anticipated adjustments to specified dates shall be stated in the proposal, or the Offeror shall be expected to adhere to the timetable referenced below unless changes are approved by the County.

B. Hearings

- i. The Offeror shall schedule, hold, and document informal hearings starting October 5, 2024 and ending in December 2024. An assessor shall be present at each hearing and a member of the BOE may attend, as applicable. Where possible, the assessor who worked in the area of the property being reviewed should be present.

C. Timetable/Schedule

- i. The Offeror shall set forth a time table or schedule of work to be performed against which the County can measure contract progress. This timeline/schedule shall include the deliverables, work tasks, and associated dates applicable to each item. With the exclusion of those items where dates are specified, the timeline/schedule shall be mutually agreed upon by the Offeror and the County.

D. Start of Work

- i. The Offeror shall be prepared to begin the work to be performed under the contract, starting approximately January 1, 2024 although obtaining required personnel and other tasks may begin directly after award of the contract.
- ii. The Offeror may occupy the County-provided office space on or about February 15, 2024.

E. Field Work

- i. The Offeror shall provide a schedule of how data collection and field work across the County shall progress prior to beginning field work.
- ii. The Offeror shall complete all field work and review all assessments by September 18, 2024 in order to meet the reassessment notice mailing vendor's submission deadline of September 25, 2024.

F. New Construction Assessments

- i. The new construction assessments shall be delivered to the Commissioner of the Revenue on a monthly basis. New construction data entry shall be entered in accordance with the processes of the Office of the Commissioner of the Revenue. The Offeror shall conduct hearings.

G. New Construction and Partially Completed Construction

- i. The Offeror shall appraise buildings partially completed as their value based on the percentage of completion as of January 1, 2022.
- ii. All new construction completed between November 1, 2024 and December 31, 2024 and new construction partially completed as of January 1, 2023, shall be appraised at the finalized 2022 values and delivered to the Commissioner of the Revenue by the Offeror on or before January 10, 2023. This component of the project is not considered part of the final reassessment book value, but will be supplemental thereto and included as a part of the reassessment contract.
- iii. The Offeror shall conform to the same guidelines per the "Statement of Needs" stated hereto and herein. The dates for the General Reassessment shall encompass all new construction permits dated on or after January 1, 2024. The Offeror shall complete the Administrative reassessment no later than
- iv. Pursuant to §58.1-3300 of the Code, the Offeror shall complete all reassessments in a timely manner, with the original signed Reassessment Land Books to be delivered and filed with the Fluvanna County Circuit Court Clerk and all signed copies and all other records to be delivered or returned to the Commissioner of the Revenue by December 31, 2024 or March 31, 2025, if extended pursuant to Section 58.1-3257 of the Code. The Offeror shall apply for a three-month extension of the reassessment process through March 31, 2025 at the request of the BOS.

H. Document Deliverables

- i. The Offeror shall provide each document deliverable in electronic Microsoft Word format. Offeror shall provide a list of Key Dates, suggested time delivery time frames, and number of bound copies required as part of the delivery. The Offeror shall be responsible for the cost associated with the production of bound copies.

33. PROPOSAL FORMAT

- A. The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate. The following paragraphs provide guidelines to each Offeror for information to include in the proposal:
- B. **Cover Letter** - Provide a cover letter that confirms the Offeror's understanding of this Request for Proposal, a general understanding of the financing, an overview of the history and qualifications of the firm.
- C. **Qualifications** - Statement of qualifications and any additional information that the Offeror considers pertinent to its qualifications for the services and which respond fully to the Scope of Work described herein. "Additional Information" is defined as:
 - a. Certifications and/or Licenses to conduct services required by the Code of Virginia
 - b. Specify any additional individuals who will be assigned to the contract, the level of their experience including credentials, related experience, training, and education of the personnel;
 - c. Sample documents and/or reports, relating to the services
- D. **Overview** – The purpose of this section is to provide the County with an overview of the

history, qualifications and abilities of the Offeror's firm and for the Offeror to demonstrate the specific qualifications of the staff the Offeror will assign if selected. At a minimum, the proposal should:

- a. Designate a County Liaison/Project Manager and indicate office location.
- b. Include the organization chart, functional discipline, and responsibilities of team members. Organization chart depicting key personnel proposed for the contract by assigned area(s) of responsibility, corporate affiliation and job title. Include the name, qualifications, resumes and experience of the Project Manager proposed to handle this project. Include the same for additional personnel who may handle other aspects of the Reassessment.*
- c. Project Approach and Specifications - The purpose of this section is to provide the County with the Offeror's understanding and proposed approach to the project/provision of services and specification. The Offeror should discuss in detail the proposed management and project approach. The staffing of the Offeror's firm and firm's approach to ensure quality control and ability to meet turn-around times set forth herein.
- d. Demonstrated History of Successful Projects - Discuss the Offeror's ability to work in harmonious, non-adversarial relationships with the County and their agents. The personnel named in the proposal shall remain assigned to the project throughout the period of the contract unless requested to be replaced by the County. If the County requests an individual to be replaced (including any personnel of any sub-contractor), the Offeror shall do so within 30 days of the request, and without any additional charge to the County. No replacement may be made without submission of a resume of the proposed replacement for approval by the County.
- e. **Other Requirements** - The proposal package shall include as a minimum:
 - i. The RFP document with any addenda acknowledgements filled out and signed as required (see attachments hereto).
 - ii. A detailed response to all requirements, general, specific, functional and technical as may be defined within this RFP.
 - iii. A sufficient description of the experience and knowledge base of the Offeror to show the Offeror's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the Offeror included in the proposal should include, but not necessarily be limited to, the following:
 1. A brief description of the history and mission of the Offeror, including the Offeror's background and mission statement, the length of time the Offeror has been in business, a description of the Offeror's organizational structure and a description of the Offeror's customer make-up;
 2. A statement of how long the Offeror has provided services similar to the Services requested herein;
 3. A general description of the Offeror's experience and background in providing services similar to the Services requested herein;
 4. Any other relevant information about the experience and knowledge base of the Offeror which is deemed to be material;
 5. Resume of each key employee engaged in the services, including the roles of each and an overview of their previous experience with similar projects; and
 6. Background Information including at minimum: most recent year's financials (prefer audited) and a disclosure of any past and pending litigation

- iv. Pricing Options- Include hourly and/or lump sum pricing for services and pricing of any optional services (with a clear indication that they are optional).
 - v. Description of the typical assistance the Offeror will require of County staff, if any. The Offeror shall outline all additional responsibilities it expects the County to assume if different from those specified herein.
- f. Proposed Sub-Consultants - The Contractor shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-contractors shall be provided. By proposing such firm(s) or individuals, the Contractor assumes full liability for the sub-consultant's performance. The Contractor shall state the amount of previous work experience with the sub-consultant(s).
 - g. Addenda: Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. By submitting a proposal Offerors certify that all information provided in response to this RFP is true and accurate.
 - h. Any information thought to be relevant, should be provided as an appendix to the Proposal of the Offeror to this RFP. If publications are supplied by the Offeror to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference may be considered to have no reference material included in the additional documents.
 - i. Representative Projects: This section of the Offeror's Proposal should list and describe representative clients currently served by Offeror for similar services, and especially projects for other Virginia agencies, localities, and public bodies. Include a project name and location, brief description of the project, description of the scope of services provided, and principal contact person. The Offeror must include a description of every project it has worked on in the last two (2) years for Virginia (including any department or agency thereof) or a Virginia public body such as a Virginia County or City.
 - j. References: Provide the current name, address, and telephone number of at least five (5) references the Offeror has served either currently or in the past three (3) years; preferably 5 those where one or more of the project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference. All government clients in Virginia must be provided as references.
 - k. Fee Proposal: Offeror shall identify a fee proposal for each reassessment based on the deliverables expected and outlined herein and in conjunction with the proposed timeline as stated in Section III of this RFP. Offerors shall also provide a fixed fee per parcel for new construction assessments. All fees shall be in the form of firm, fixed prices to remain in effect throughout the period of the contract. The Offeror shall also include a firm, fixed price per parcel for all pictures taken of the properties being assessed.
 - l. **Cost and Effective Cost Control:** The County will consider cost for services in evaluating proposals. Demonstrated history of effective control of project costs and collection success and ability to accomplish work in a timely manner including:
 - i. Describe the Offeror's cost control methodology especially as it relates to any optional services;
 - ii. Describe the approach for reducing costs;
 - iii. Describe your documentation, tracking and reporting system;
 - iv. Describe your program for quality control and time management; and
 - v. Overall benefits value as compared to pricing, project plans and other factors.
 - m. Timeline: Offeror shall include with their proposal response, a monthly schedule in spreadsheet format for the work plan that addresses all activities listed in the Statement of Needs, commencing within ten (10) days of contract award. Offeror may amend the specific tasking to conform to their proposal and procedures, however,

the format of the work plan/schedule shall cover all duties and responsibilities outlined in the Statement of Needs. Offeror shall provide current and planned workload schedule using the same format for both, for ease of evaluation.

- E. **Forms:** All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.
 - i. Certificate of No Collusion
 - ii. Offeror Statement
 - iii. Proof of Authority to Transact Business in Virginia
 - iv. Vendor/Offeror Data Sheet
- F. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
- G. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. If necessary, the County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.
- H. Incurred Expenses: The County will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the County as a result of cancellation of this RFP or failure to be awarded a contract under this RFP.
- I. Ownership of Proposals: Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Freedom of Information Act. Any proprietary or trade secrets material submitted must be identified as such, and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret. The classification of an entire proposal document, individual pricing or total proposal prices is not acceptable and will result in rejection and return of the proposal.

34. SUBMITTAL INSTRUCTIONS

- A. RFP Questions: Address questions concerning this RFP to the Procurement Contact listed on page 1 of this RFP. Offerors shall submit any questions in writing. Written responses, including the questions, will be posted with the RFP. Questions will not be accepted after March 8, 2021.
- B. **Each Offeror must submit one (1) original hard copy, 3 copies, and one (1) electronic copy of its proposal on CD ROM, DVD, or USB flash drive/memory stick.**
- C. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County, requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
- D. All forms attached to this RFP must be fully completed, executed by the Offeror and returned as a part of Offer's Proposal.
- E. Offers shall be prepared simply and economically, providing a straightforward, concise description of firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- F. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP.
- G. **Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals,**

proposals received by telephone, fax, telegraph, or email shall be rejected.

H. Cost will be considered in evaluating the Proposals.

35. EVALUATION CRITERIA

- A. An Evaluation Committee will evaluate the proposals using the following criteria.
- i. Proven experience in providing similar reassessment services for other localities of similar size, scope, and complexity.
 - ii. Resumes, professional experience, and professional licensure of principal(s), project manager(s), and professional staff who will be working for Offeror in the provision of said services. Special attention shall be given as to the qualifications of the person Offeror proposes for appointment as the Professional Assessor for the County.
 - iii. Expertise, qualifications, and experience of the Offeror in providing and conducting reassessment services relevant to the County's requirements, to include qualifications of proposed staff.
 - iv. Approach to completing the reassessment services as specified in the Statement of Needs.
 - v. Proposed schedule for completion of all tasks outlined herein.
 - vi. Pricing and payment terms/structure
 - vii. The County will follow the evaluation and selection criteria described in this RFP. The County shall evaluate proposals intends to award the contract to the firm that makes the best proposal overall, with cost being a factor. The firm selected will be required to demonstrate its ability to provide the services required effectively with complete impartially and without any conflict of interest. The selection of a Successful Offeror shall be based on the following criteria:
 1. Costs (25 pts.)
 2. Responsiveness to the County's Goals (20 pts)
 3. Proposer qualifications, expertise and experience (35 pts.)
 4. Positive References (20pts.)
- B. The County may arrange for discussions with Offerors submitting Proposals for the purpose of obtaining additional information or clarification if needed.
- C. The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work.
- D. The County reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the County, the County reserves the right to reject the Proposal.
- E. The County reserves the right to have any consultant(s) of its choosing serve on the evaluation committee or advise the evaluation committee with respect to responses to this RFP and information will be shared with any such consultant(s).

36. AWARD OF CONTRACT

The award(s) shall be based on the Offeror(s)' ability to meet all RFP requirements and the right is reserved to make the award to other than the lowest priced Offeror when it is in the best interest of the County and consistent with the Virginia Procurement Act, the County's Code, the County's Procurement Policies and Procedures and other applicable law. The provisions set forth herein are for contractual goods/services rendered to the County of Fluvanna, Virginia and this solicitation in done under Virginia Code Section 2.2-4302.2(A)(3) as a competitive negotiation for

goods and/or nonprofessional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror(s) which, in its opinion, have made the best proposals and provides the best values, and shall award the contract to those offeror(s).

The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference as Appendix I. These provisions bind all Offerors. Further, the conditions and requirements of this RFP, including, but not limited to, County's General Terms, Conditions, and Instructions to Bidders and Contractors, are a material part of any contract awarded between the County and the successful Offeror(s).

Awards shall be made to as many Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County may award contracts to multiple Offerors and use their services for some or all of the services identified herein. The County may choose not to award a contract or Notice to Proceed for any or all of the service described herein.

ATTACHMENT A

IMPROVEMENT AND GENERAL PROPERTY DATA

Attic area & percent	Heat & air conditioning & percentage
Basement area & percentage	Identical unit count
Bath type and count	Insulation
Bedrooms count	Interior condition
Building Description	Interior wall finish
Building Percent complete	Occupancy type
Chimney type	Physical condition
Class type	Physical depreciation
Construction style	Plumbing fixtures
Dwelling unit count, including 1	Property & building sites
Economic obsolescence	Quality of construction
Effective year	Recent sales data
Exterior condition	Remarks
Exterior/Interior wall construction & percentage	Roof type & material
Fireplace opening count	Room count
Floor type	Section area
Foundation	Square Feet
Fuel type	Story count & height
Functional obsolescence	Year built
Landscape condition	Remarks
Neighborhood	Road access type
Topography	Utilities

ATTACHMENT B, Assessors' Manual Content

The information below is intended to show the information that should be provided in the Assessors' Manual and is not intended to provide a format for the document.

The Assessors' Manual shall include, but is not limited to:

- 1.** Summary of the principles and essentials of uniform property valuation and assessment.
- 2.** Valuation of lots and parcels of land:
- 3.** Explanation of land values, classes and grades, effect of current zoning and conditional zoning, and method by which determined.
- 4.** Table of land adjustment types including standards for how each adjustment type is used.
- 5.** Land value schedules, including a tax map index and depth/frontage tables (where applicable), and sample computations.
- 6.** Land schedule applicable to small acreage tracts, especially those of twenty-five (25) acres or less, which have potential other than farm usage.
- 7.** Home site and residual land per acre schedules with explanation of valuation method.
- 8.** Examples of application of valuation of segments, lots, and parcels.
- 9.** Valuation of Improvements:
 - a.** Specifications and detailed schedules of reproduction costs on all types of houses, commercial properties, and special purpose buildings shall be in square foot increments.
 - b.** Tables of base reproduction costs for residential, commercial and special purpose buildings as used in the County's CAMA application (Residential Square Foot rate and Grade tables) and examples of the associated computations.
 - c.** Tables of additions and deductions from base reproduction costs to meet the requirements of the County as determined in consultation with the County.
 - d.** Physical depreciation tables or age/life tables on all classes of buildings, including a consolidated rate percentage table.
 - e.** Examples of application of building depreciation tables.
- 10.** Functional and Economic Obsolescence
 - a.** Standards for all classes of residential, commercial and industrial buildings; for over-improvement, under-improvement, location, out-of-business, and lack of functional utility.
 - b.** Examples of the application of obsolescence.
- 11.** Market Code Adjustments for Land and Improvements
 - a.** Code Adjustment Tables with a standard for how each adjustment type can be used.
 - b.** Examples of the application of adjustments.
- 12.** Neighborhoods
 - a.** Neighborhoods tables with a standard for how neighborhood determination.

- b.** Explanation of determining factors in creating the neighborhood such as common topography, zoning, subdivision, etc.
- c.** Explanation of adjustments associated with those neighborhoods.

13. Commercial and Industrial

- a.** Range of capitalization rates for the County where Income Approach to Value is used.
- b.** Explanation of capitalization rates as applied in the County, and how developed and applied. Note: Although the Offeror may use Income Approach for initial valuation, the Offeror shall convert the final valuation to the valuation method used in the County's CAMA application.
- c.** Schedules for commercial and industrial buildings, by components of construction. The Offeror shall also include a section or attachment showing the methodologies used to assess each commercial property which does not use standard schedules and tables.

14. Special Cost Schedules

- a.** Schedules for including but not limited to metal buildings, grain bins, hog parlors, chicken houses, auto repair garages, trim shops, body shops, paint shops and underground fuel storage tanks, cell towers, and golf courses.
- b.** Tables and Schedules showing additions or deductions from base prices in each residential, commercial, industrial, farm and special purpose building schedule. Every change from base specifications shall be recorded in the manual and in the County's CAMA application. Prices for various sizes and types of garages, fireplaces, sun porches, carports, patios, outbuildings, elevators or any improvement which does not fall within the base rate table shall be included in the pricing schedule.

15. Mobile home schedule that reflects market value.

16. Examples and Samples

- a.** Assessment examples demonstrating use of the manual in appraising selected residences, farms, commercial and industrial buildings in the County. Samples should include how both land and improvement values are calculated.
- b.** Samples of County's property record cards with an explanation of the use of these cards and the data contained herein.

17. The Offeror shall include a section or attachment showing the methodologies used to assess common elements. This information shall be ordered by subdivision.

Any other information, facts, or factors may be used in determining the fair market value in money of the real property to be appraised or required by applicable law to be included.

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.



COUNTY OF FLUVANNA, VIRGINIA
REQUEST FOR PROPOSALS (RFP) #2021-03
GENERAL REASSESSMENT SERVICES OF REAL PROPERTY

ADDENDUM # 1:

Reference – Request for Proposal: RFP #2021-03
 Title of Request for Proposal: GENERAL REASSESSMENT SERVICES OF REAL PROPERTY
 Issue Date: February 5, 2020
 Bid Due Date and Time: February 23, 2020 at 2 p.m. EST

The above RFP #2021-03 is hereby amended and modified as follows:

1. Page 21, Section 34.A shall be changed to read:

RFP Questions: Address questions concerning this RFP to the Procurement Contact listed on page 1 of this RFP. Offerors shall submit any questions in writing. Written responses, including the questions, will be posted with the RFP. Questions will not be accepted after 5 p.m. on February 11, 2021.

2. The following are clarifications from questions received:

- a. What was the pricing structure pertaining to the last awarded contract for the dual part (both years) General Reassessment in Fluvanna County?
 - i. Please see attached section entitled “Compensation” being an excerpt of the Contract between the County and contractor for reassessment services and page 6 of Exhibit 2 (defined as the “Response” in such contract) to the such contract. The prior contract was approved by the Fluvanna County Board of Supervisors on 2/7/18.
 - ii. If you wish to see the full contract for reassessment services or request other records of the County, then you will need to submit a Freedom of Information Act Request. There may be a reasonable charge to you for responding to the same. There is a request form online available at: <https://www.fluvannacounty.org/administration/webform/form-18-virginia-freedom-information-act-vfoia-request-records-webform>. To request records from The County of Fluvanna Administration Department, or if you are uncertain from whom you should request records, please contact:

Kelly Belanger Harris,

Phone: (434) 591-1910

Fax: 434-591-1911

U.S. Mail: FOIA Request, Attn: County Administration, PO Box 540, Palmyra, VA 22963

In Person: 132 Main Street, Palmyra, VA 22963, County Administration Office, 3rd Floor of the County Administration Building

Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

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

Name of Firm: _____

BY: _____
Signature of duly authorized representative

Title: _____

Date: _____

“2019 Reassessment”. Those portions of the Services related to or required for the 2021 General Reassessment are sometimes referred to herein as the “2021 Reassessment”.

II. COMPENSATION: In accordance with that “Cost Proposal for Reassessment Services” being page 6 of the Response the Contractor will be paid as follows:

For any first-time assessments of new construction in years 2017 to 2020 – \$32.00 per parcel;

For that 2019 Administrative Review Reassessment – \$8.75 per parcel; and

For that 2021 General Reassessment (including on-site review and digital images) – \$13.00 per parcel.

The Contractor shall invoice the County annually for any first-time assessments of new construction services provided in the prior calendar year on or after the 1st of January each year during the Contract term (with the first invoice to be on or after January, 2019) after the Completion Date of such services. The Contract Term shall begin on the date this Contract is signed by the County and shall terminate when all Services have been provided unless earlier terminated by the County as permitted hereunder.

The Contractor shall invoice the County for those Services related to the 2019 Reassessment after the Completion Date of such 2019 Reassessment Services.

The Contractor shall invoice the County for those Services related to the 2021 Reassessment only after the Completion Date of all Services required under this Contract (including without limitation those Services related to the 2021 Reassessment). It is specifically understood that the final payment under this Contract for those Services relating to the 2021 Reassessment shall not be due or owing until all Services required under this Contract has been completed in full compliance with this Contract, the County’s General Terms, the Response and the RFP to the sole satisfaction of the County.

Payments shall be due within forty-five (45) days of receipt of a valid invoice by the County. All such payments shall be made in accordance with Section 47 “Payment” of the General Terms. The date that all Services, or portions thereof if so specified above, are completed in full compliance with this Contract, the County’s General Terms, the Response and the RFP to the sole satisfaction of the County is the “**Completion Date**”

III. OTHER CONTRACT TERMS: The County’s General Terms are specifically made a part hereof and incorporated herein by reference. In the event of a direct conflict, this Contract shall control over any exhibit hereto. Whenever possible this Contract and all exhibits shall be read together. The order of precedence for the exhibits is as follows: (i) County’s General Terms; (ii) Response; and (iii) RFP. With (i) controlling over (ii) and (iii) in the event of a direct conflict, and so forth.

COST PROPOSAL FOR REASSESSMENT SERVICES

Ms. Cyndi Toler, Purchasing Officer
County of Fluvanna
132 Main Street
P. O. Box 540
Palmyra, VA 22963

Dear Ms. Toler:

I am pleased to submit the following proposal cost to conduct reassessment services:

- Cost: 2017 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2018 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2019 "Administrative Review Reassessment" \$8.75 per parcel x estimated 16,400 parcels
\$143,500.00
- Cost: 2019 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2020 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2021 General Reassessment \$ 13.00 per parcel for on-site review and digital images

Any parcels over the estimated parcel count of 16,312 will be charged at the same rate should the total count be less than 16,312 only the number of parcels appraised will be invoiced.

Fred W. Pearson, Co-Owner
Pearson's Appraisal Service, Inc.
PO Box 36404
Richmond, VA 23235
888-573-2776

December 19, 2017



**COUNTY OF FLUVANNA, VIRGINIA
REQUEST FOR PROPOSALS (RFP) #2021-03
GENERAL REASSESSMENT SERVICES OF REAL PROPERTY**

ADDENDUM # 2:

Reference – Request for Proposal: RFP #2021-03
Title of Request for Proposal: GENERAL REASSESSMENT SERVICES OF REAL PROPERTY
Issue Date: February 11, 2020
Bid Due Date and Time: February 23, 2020 at 2 p.m. EST

The above RFP #2021-03 is hereby amended and modified as follows:

1. The following are clarifications from questions received:
 - a. Is registration in SAM required for submission of this proposal or qualifying for the award?
 - i. Fluvanna County does not use The System for Award Management (SAM), an official website of the U.S. government.
 - b. Can we provide only commercial clients as references?
 - i. Fluvanna County welcomes any type of relevant business references. However, please note that ALL government clients in Virginia must be provided as references.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

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

Name of Firm: _____

BY: _____
Signature of duly authorized representative

Title: _____

Date: _____



**COUNTY OF FLUVANNA, VIRGINIA
REQUEST FOR PROPOSALS (RFP) #2021-03
GENERAL REASSESSMENT SERVICES OF REAL PROPERTY**

ADDENDUM # 3:

Reference – Request for Proposal: RFP #2021-03
Title of Request for Proposal: GENERAL REASSESSMENT SERVICES OF REAL PROPERTY
Issue Date: February 17, 2020
Bid Due Date and Time: March 9, 2020 at 2 p.m. EST (per this addendum #3)

The above RFP #2021-03 is hereby amended and modified as follows:

1. Page 1, Due Date shall be changed to “March 9, 2021 @ 2:00 p.m. local prevailing time”; the first line on page 1 shall be changed to read:

All sealed proposals shall be turned in no later 2:00 p.m. EST, 9th day, March, 2021.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

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

Name of Firm: _____

BY: _____

Signature of duly authorized representative

Title: _____

Date: _____

COUNTY OF FLUVANNA, VIRGINIA
REQUEST FOR PROPOSALS (RFP)
#2021-03



SUBMITTED BY PEARSON'S APPRAISAL SERVICE
FRED W. PEARSON, CO-OWNER
P. O. BOX 36404
RICHMOND, VA 23235
804-564-9393 MOBILE
pearsonfw@msn.com
February 15, 2021

 ORIGINAL



February 15, 2021

Ms. Cyndi Toler, Purchasing Officer
County of Fluvanna
132 Main Street
P. O. Box 540
Palmyra, VA 22963

Dear Ms. Toler:

I am pleased to submit our proposal on behalf of Pearson's Appraisal Service, Inc. for real estate appraisal services associated with the upcoming County of Fluvanna reassessments for 2023 and 2025. Pearson's Appraisal Service, Inc. (PAS) has been a leader in mass appraisal in Virginia, North Carolina, and Georgia for over 35 years by successfully completing over 200 turn-key projects and appraising over 3,000,000 properties.

We appreciate the opportunity to complete the last two highly successful reassessment projects for Fluvanna County. The success of the projects is due to the cooperation of the Commissioner of the Revenue and the professional county staff. We are very interested in continuing our work together for the upcoming projects.

Our company has experience using the CAMRA computer assisted mass appraisal (CAMA) software. In addition to Fluvanna County, we have completed projects in the City of Winchester and Augusta County using the CAMRA software. As for our knowledge of your area we have completed reassessments in the past for Buckingham County, Powhatan County, and Goochland County. More recently we have worked with Cumberland County for over thirty (30) years.

For staffing, I am proposed to serve as Certified Assessor of the reassessment projects. I am a Virginia Licensed General Appraiser, as well as, a certified Professional Assessor. A copy of my Virginia License is included in this response. Randy Willis will serve as our Project Manager. I am also proposing Brannan Pearson and Eric Piner as appraisers. All proposed staff appraisers have years of experience in mass appraisal.

For our projects, we propose to use our Complete Appraisal Process Solution or CAPS program. It is tablet based software that allows us to take all our office data and materials to the field and review properties. We load tax data such as parcel number, address, quality grade, and sketches with city orthophotos or oblique images onto tablets to conduct our site visits. We can code any parcel that does not match the tax data or note other improvements and take an image of the property while we are there. The images are very useful during the appeals phase of the project and when meeting with property owners. This system allows more time for the analytical parts of the revaluation such as qualifying market sales.



County of Fluvanna cover letter
Page two

If you have any questions or concerns with any of the information provided, please do not hesitate to contact me. I thank you for the opportunity to submit this proposal for the performance and completion of appraisal services.

Our firm is experienced in providing the services requested and we understand the scope of work. We are prepared to begin the project as required in the Request for Proposal. We have included the requested material in our response. Any omission of requested information or responses is not intentional.

Our method of reassessing property compiles with industry and the International Association of Assessing Officers (IAAO) standards for mass appraisal.

Pearson's Appraisal Service, Inc is an Equal Opportunity Employer.

Sincerely,

A handwritten signature in blue ink that reads "Fred W. Pearson". The signature is fluid and cursive, with the first name "Fred" being the most prominent.

Fred W. Pearson
Owner/ Manager, Pearson's Appraisal Service, Inc.

STAFF RESUMES

FRED W. PEARSON

Co-Owner/Manager for Pearson's Appraisal Services, Inc / Reappraisal Inc

Certified General Real Estate Appraiser

CERTIFICATION

Certified Virginia General Appraiser, Virginia Real Estate Appraiser Board

Certified Virginia Professional Assessor, Virginia Department of Taxation

Certified Ad Valorem Appraiser, North Carolina Dept. of Revenue

Certified North Carolina General Appraiser, North Carolina Appraisal Board

Certified Delaware General Appraiser

EXPERIENCE

For the past 38 years, co-owner and manager of Pearson's Appraisal Service, successfully managed and supervised reassessments and revaluations for Virginia and North Carolina municipalities including the following:

Appomattox County, VA	Beaufort County, NC
Amelia County, VA	Chatham County, NC
Augusta County, VA	Clay County, NC
Bland County, VA	
Buckingham County, VA	Durham County, NC
Brunswick County, VA	Edgecombe County, NC
Caroline County, VA	Granville County, NC
Charlotte County, VA	Johnston County, NC
City of Covington, VA	Madison County, NC
City of Emporia, VA	Macon County, NC
City of Fredericksburg, VA	Nash County, NC
City of Norton, VA	Onslow County, NC
City of Winchester, VA	Pasquotank County, NC
Cumberland County, VA	Perquimans County, NC
Dickenson County, VA	Sampson County, NC
	Swain County, NC
Essex County, VA	Stanly County, NC
Fauquier County, VA	Westmoreland County, VA.
Fluvanna County, VA	Wise County, NC
Giles County, VA	Wythe County, NC
Greene County, VA	
Greensville County, VA	
Lee County, V	
Lunenburg County, VA	
Madison County, VA	
Northampton County, VA	
Northumberland County, VA	

Nottoway County, VA
Patrick County, VA
Powhatan County, VA
Prince Edward County, VA
Richmond County, VA
Russell County, VA
Smyth County, VA
Sussex County, VA

Prior to incorporation of Pearson's Appraisal Service, appraisal experience includes working for the Virginia Department of Taxation.

EDUCATION

B.S. Business Administration, Atlantic Christian College, Wilson, North Carolina
Completed Courses 1, 2 and 3 under the supervision of the IAAO.

REFERENCES

Nash County Tax Administrator
Nashville, North Carolina
(252) 459-1368; (252) 903-1606

Julie Phillips
Commissioner of Revenue
Cumberland County, Virginia
(804) 492-4288

Ken Joyner
Tax Assessor
Mecklenburg County, North Carolina
(704) 562-8106

Carol Gawen
Commissioner of the Revenue
Westmoreland County, VA
(804) 493-0113
Cgawen@westmoreland.comuty.org

NUMBER OF YEARS OF APPRAISAL EXPERIENCE

38 Years

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON
01-31-2022

BOS2021-05-19 p.137/336
NUMBER
4001000428

REAL ESTATE APPRAISER BOARD

CERTIFIED GENERAL REAL ESTATE APPRAISER



FRED W PEARSON
1301 WALKERTON RD
WALKERTON, VA 23177



Mary Brock-Vaughan
Mary Brock-Vaughan, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

REAL ESTATE APPRAISER BOARD
CERTIFIED GENERAL REAL ESTATE APPRAISER
NUMBER: 4001000428 EXPIRES: 01-31-2022

FRED W PEARSON
1301 WALKERTON RD
WALKERTON, VA 23177



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)

RANDALL CARTER WILLIS

Project Supervisor/Professional Assessor

EXPERIENCE

Presently supervising the production of Fluvanna County's 2021 reassessment.

Previous Job assignments through Pearson's Appraisal Service:

Supervised the production of the Cumberland County 2020 reassessment.

Supervised the production of the City of Emporia, VA 2020 reassessment.

Project supervisor for Charlotte County, VA 2019/20 reassessment.

Project supervisor for Fluvanna County, VA 2019 reassessment.

Granville County, North Carolina's 2018 revaluation.

Supervised the production of Nottoway County, Virginia 2018 reassessment.

Supervised the production of Amelia County, Virginia 2018, 2012 and 2006 property reassessment.

Supervised the reassessment project for Lunenburg County, Virginia 2018, 2012 and 1998 property reassessment.

Assisted with the appraisal work for Vance County, North Carolina 2016, and 2007 revaluation

Supervised the production of Charlotte County, Virginia 2013 property reassessment.

Supervised the production of Cumberland County, Virginia 2014 property reassessment.

Supervised the production of Powhatan County, Virginia 2012, 2010, and 2008 reassessment.

Served as the Project Supervisor/Assessor for the City of Emporia, Virginia property reassessment effective for the tax years of 2000, and 2002.

Supervised the production of Charles City County, Virginia property reassessment effective for the tax year 2001.

Supervised the completion of the revaluation project for Vance County, North Carolina effective for the tax year 2000.

Supervised the reassessment project for Brunswick County, Virginia effective for the tax year 2012, and 2000.

Supervised the reassessment project for Charles City County Virginia 1997 reassessment.

Served as the appraiser for the City of Franklin, Virginia 1996, and 1994 reassessment.

Assisted in the appraisal of all real property for the production of Northampton County, North Carolina 2011, and 1996 computerized property revaluation.

Assisted in the appraisal of all real property for both Brunswick and Nottoway County, Virginia 1994 property reassessments.

Expert witness in Circuit Court for real estate appraisals.

CERTIFICATION

Certified by the N.C. Dept. of Revenue as an Ad Valorem Tax Appraiser

EDUCATION

Southside Virginia Community College, Virginia, 1992/1993

Principles of Real Estate

Mosely-Flint School of Real Estate Richmond, VA
Basic Appraisal Fundamentals
Advanced Residential Appraisal
Appraisal Practices and Regulations
Attended 4-day VAAO Educational Seminar, July 2002 and July 2003
Periodic Board of Equalization Training Sessions

REFERENCES

Naisha Carter
Commissioner of the Revenue
Charlotte County, VA
P.O. Box 308
205 David Bruce Avenue
Charlotte Court House, VA 23923
(434) 542-5546
Npridgen@charlotteva.com

Julie Phillips
Commissioner of the Revenue
Cumberland County, VA
1 Courthouse Circle
P.O. Box 77
Cumberland, VA 23040
(804) 492-4280
Jphillips@cumberlandcounty.virginia.gov

Laura M. Walsh
Commissioner of the Revenue
Amelia County, VA
P.O. Box 269
16360 Dunn Street, Suite 102
Amelia, VA 23002
(804)561-2158
Laura.walsh@ameliacova.com

Denise Smith
Commissioner of the Revenue
Charles City County, Va.
P.O. Box 7
Charles City, VA 23030
(804)652-2162
Dsmith@co.charles-city.va.us

Elizabeth Hamlett

Commissioner of the Revenue
County of Lunenburg, VA
11512 Courthouse Road, Ste 101
Lunenburg, VA 23952
(434) 696-2516
Lhamlett@lunenburgva.net

YEARS OF EXPERIENCE

29 Years

EXPERIENCE

Presently assisting with Fluvanna County, VA's 2021 Reassessment and Westmoreland County, VA's 2022 Reassessment.

Presently assisting with New Construction for the following counties:

- Fluvanna County, NC
- Greene County, VA
- Charles City County, VA
- Richmond County, VA

Previous Job assignments through Pearson's Appraisal Service, Inc. include:

- Cumberland County, VA 2020 Reassessment
- Warren County, NC New Construction
- Amelia County, VA 2018 Reassessment and 2006 Reassessment*
- Albemarle County, VA New Construction
- Charlotte County, VA 2019 Reassessment
- Charles City County, VA 2018 Reassessment
- Greene County, VA 2017 and 2019 Reassessment*
- Wake County, NC 2016 and 2008 Revaluation*
- City of Fredericksburg, VA 2012 Reassessment
- Powhatan County, VA 2010 Reassessment*
- King & Queen County, VA 2012 Reassessment*
- Richmond County, VA 2003, 2011 and 2020 Reassessment*
- Powhatan County, VA 2010 Reassessment *
- Westmoreland County, VA 2006 Reassessment
- Northampton County, VA 2004 Reassessment
- Accomack County, VA 2003 Reassessment
- Patrick County, VA 2003 Reassessment

CERTIFICATION

Certified by the NC Department of Revenue as an appraiser for Ad Valorem tax purposes

EDUCATION

- IAAO Course #101: Fundamentals of Real Property Appraisal
- IAAO Course #201: Appraisal of Land

REFERENCES

- Carol Gawen
Commissioner of Revenue
Westmoreland County, VA
(804) 493-0113
Cgawen@westmoreland-county.org

- Larry V. Snow
Commissioner of the Revenue

Brannan Pearson's Resume Continued...

(434) 985-5211
Lsnow@gcva.us

Denise B. Smith
Commissioner of Revenue
Charles City County, VA
(804) 652-2161
Dsmith@co.charles-city.va.us

YEARS OF EXPERIENCE

16 Years

Project Supervisor/Professional Assessor/Field Appraiser

EXPERIENCE

Currently working with Pearson’s Appraisal Service, Inc. in the City of Winchester 2020 Reassessment and the City of Buena Vista, VA 2020 Reassessment. He conducts new construction appraisals in Delaware and os working on the Fluvanna County, VA 2021 Reassessment.

Previous job assignments through Pearson’s Appraisal Service, Inc.:

- Greensville County, VA 2020 Reassessment
- Augusta County, VA 2019 reassessment
- City of Covington, VA 2018/19 fiscal year reassessment

Previous job assignments through Blue Ridge Mass Appraisal Co., LLC since 1989 as a Field Supervisor in the following areas of assignment:

- | | |
|--------------------|--------------------|
| Shenandoah County | Warren County |
| Frederick County | Augusta County |
| City of Waynesboro | Lancaster County |
| Greensville County | Caroline County |
| Franklin County | King George County |
| Bland County | |

Previous job assignments through Blue Ridge Mass Appraisal Co., LLC since 1989 in the following areas of assignment:

- | | |
|--------------------------|----------------------|
| City of Fredericksburg | Milton, Delaware |
| Rehoboth Beach, Delaware | Isle of Wight County |
| Russell County | Washington County |
| Gloucester County | Page County |

NON-RELATED EXPERIENCE

U.S. Coast Guard and U.S. Coast Guard Reserve
Virginia Defense Force (Reserves)- Captain

EDUCATION

Bachelor of Science-Political Science
Radford University, Radford, VA
Fundamentals of Real Property Appraisal
International Association of Assessing Officers

REFERENCES

Mark Bissoon
Commissioner of the Revenue
Caroline County, VA
(804) 633-9834
Mbissoon@co.caroline.va.us

W. Jean Shrewsbury
Commissioner of the Revenue
Augusta County, VA
(540) 245-5640
Jshrewsbury@co.augusta.va.us

Martha Swenson
Commissioner of the Revenue
Greensville County, VA
(434) 348-4227
Mswenson@greensvillecountyva.com

YEARS OF EXPERIENCE

30 Years

Company Profile

Pearson's Appraisal Service, Inc. has been successfully providing appraisal services to Virginia and North Carolina counties and municipalities for the past 35 years; performing equitable revaluations and assisting tax offices with a variety of appraisal services. With our large staff of professional appraisers, we are able to provide assurance to our clients that their revaluation project is completed in a timely manner by experienced personnel.

Our success in the field of appraising can be greatly attributed to our dedicated and competent appraisal staff. We currently staff over 35 employees, many specializing in specific roles in the reappraisal process.

Bob and Fred Pearson are well respected within the mass appraisal industry for their hands-on approach and personal attention they give to each project, solution, and client. Fred W. Pearson is licensed as a Virginia and North Carolina Certified General Appraiser and together with Robert Pearson, Jr. they incorporated their appraisal company in 1981 in the states of Virginia and North Carolina. Since our incorporation, we have completed over 200 turn-key appraisal projects and have appraised over 3.0 million parcels.

Our company's experience with the use of computer assisted mass appraisal systems (CAMA) continues to grow with the number of contracts Pearson's Appraisal Service is awarded. CAMA systems vary from one locality to another and likewise, our appraisers have become adept users of a number of computer systems. They also receive support from our IT staff which has years of industry specific experience.

Pearson's Appraisal Service strongly believes in providing high quality and comprehensive appraisal services. We strive to maintain at all times ethical and professional standards. Our managers and owners are active members of the International Association of Assessing Officers, the Virginia Association of Assessing Officers, and the North Carolina Association of Assessing Officers.

Our company is an Equal Opportunity Employer.

ORGANIZATIONAL/STAFF PROPOSED

BOS2021-05-19 p.146/336

Fred W. Pearson, Professional Assessor

Randy Willis, Project Manager

Brannan Pearson, Appraiser

Eric Piner, Appraiser

Note: See Resumes Above

Project Approach

PAS and Technology proposed:

Overview 2023 Administrative Review

Pearson's Appraisal Service, Inc. (PAS) proposes and agrees to conduct the first general reassessment with an effective date of January 1, 2023 by conducting an "administrative review" of all property and sales since January 1, 2021 utilizing the tools and products available by the County of Fluvanna. Specifically, all qualified and unqualified sales, building permit costs, GIS maps and any comparison reports available in the CAMRA will be used to complete the administrative review. Our project manager will work with the Commissioner of the Revenue to determine the best tools available to use in the review.

The Administrative Review will be conducted primarily in the office by our appraisers. All parcels with new construction permits will be visited and digital images will be captured.

Also see page 58 of this response to Request for Proposal.

Overview 2025 Reassessment

PAS staff appraisers will make an on-site field inspection of all properties in Fluvanna County using our Complete Appraisal Process System or CAPS program. We will verify, correct, delete, or add pertinent data resulting from the on-site reviews. At the time of the review, we will take digital images of the improvements and outbuildings that can be seen from the street. Our experienced appraisers will flag changes that need to be made to the tax data. A property can be flagged for a re-check if the appraiser believes a more complete review is needed however most properties do not change in the reassessment cycle.

Pearson's Appraisal Service is familiar with Computer Assisted Mass Appraisal (CAMA) systems used in Virginia. PAS will utilize a proven method to improve the field collection and review process.

PAS has developed and implemented Complete Appraisal Process Solutions or CAPS. The field visit phase of a reassessment is often the costliest and requires the greatest amount of resources. Based on our years of experience, we have concluded a large percentage of properties have not undergone physical changes since the last reappraisal. CAPS strength is quickly processing these unchanged parcels to ensure ample time is spent on the parcels that have undergone changes.

Building on our years of appraisal experience and today's industry technology, our IT

professionals have developed CAPS which produces more consistent, accurate results in less time with less people; ultimately allowing for more time to focus on market analysis, appeals, and other important phases of your project. BOS 2021-06-19 148/336

CAPS provides mass appraisers access to technologies that were previously only available in the office. CAPS is a data collection and review program that operates from a tablet computer platform. CAPS combines GIS mapping, GPS, high quality aerial photography, customized software and your existing tax data to give the appraiser the tools that produce higher quality reassessment work. The appraiser utilizes GIS maps to determine property boundaries, structure situs, and other property characteristics. The appraiser will also be responsible for photographing all substantial structures. For sale, for rent, commercial tenant, and realtor information can also be collected and assigned to the corresponding parcel. The end result is a comprehensive profile compiled for each parcel that is unachievable by conventional industry methods. PAS uses the CAPS software program on over 90% of our current projects.

All of this information is stored digitally and will be accessible to data entry personnel as well as appraisers doing a final review. This data is downloaded nightly to our company's data servers to ensure all data is synched and backed up.

The County and Pearson's Appraisal Service may discuss the level of involvement of CAPS during the reassessment process. The County may prefer this method on residential properties and a traditional approach on commercial and industrial properties.

Also see page 63 of this response to Request for Proposal.

CLIENT LIST

CURRENT REAPPRAISALS UNDER PROGRESS FOR 2023

Northampton County, NC
Kathy S. Butler
Interim Tax Administrator
Northampton County, NC
104 Thomas Bragg Street
Jackson, NC 27845
(252) 534-1309
Kathy.butler@nhcnc.net
22,500 Parcels

Hoke County, NC
Jennie Gibson
Tax Assessor
Tax Assessor's Office
P.O. Box 1557
Raeford, NC 28376
(910) 875-8751
Jgibson@hokecounty.org
26,000 Parcels

Pasquotank County, NC
Patrice Stewart
Tax Administrator
P.O. Box 586
Elizabeth City, NC 27907
(252) 338-5169
Stewartp@co.pasquotank.nc.us
22,000 Parcels

Westmoreland County, VA
Carol Gawen
Commissioner of the Revenue
Commissioner of the Revenue's Office
111 Polk Street
P.O. Box 68
Montross, VA 22520
(804) 493-0113
Cgawen@westmoreland-county.org
30,000 Parcels

Grayson County, VA
Larry Bolt
Commissioner of the Revenue
Commissioner of the Revenue's Office
129 Davis Street
P.O. Box 126
Independence, VA 24348
(276) 773-2381
lbolt@graysoncountyva.gov
17,624 Parcels

Rockingham County, VA
Dan Cullers
Commissioner of the Revenue
20 E. Gay Street
Harrisonburg, VA 22802
(540) 564-1132
48,000 Parcels

Sussex County, VA
Ellen Boone
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 1398
Sussex, VA 23884
(434) 246-1022
e.boone@sussexcountyva.gov
9,600 Parcels

Jones County, NC
Rachel Shaver
Tax Administrator/Assessor
418 Hwy 58 N.,
Trenton, NC 28585
(252) 448-2546
rshaver@jonescountync.gov
9,500 Parcels

Charles City County, VA
Denise B. Smith
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 7
Charles City, VA 23030
dsmith@co.charles-city.va.us
(804) 652-2161
6,700 Parcels

CONTRACTED JOBS WITH COUNTIES NOT CURRENTLY COMPLETING BOS 2021-05-19 p.152/336
REVALUATIONS

Hertford County, NC
Listing New Construction and Data Conversion
Sandy Brock
Tax Assessor
Tax Assessor's Office
PO Box 526
Winton, NC 27986
Sandy.brock@hertfordcountync.gov
(252) 358-7810

Northampton County, NC
Listing New Construction effective for tax year 2020
Kathy Butler
Interim Tax Administrator
104 Thomas Bragg Drive
Jackson, NC 27845
Kathy.butler@nhcnc.net
(252) 534-1309

Duplin County, NC
Assisting with the 2022 Revaluation
Gary M. Rose
Duplin County Tax Administrator
P.O. Box 968
Kenansville, NC 28349
Garyr@duplincountync.com
(910) 296-2110

Greene County, VA
Listing New Construction
Larry V. Snow
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 438
Stanardsville, VA 22973
(434) 985-5211

Fluvanna County, VA
Listing New Construction
Andrew M. "Mel" Sheridan Jr.
Commissioner of the Revenue
P.O. Box 124
Palmyra, VA 22963
msheridan@co.fluvanna.va.us
(434) 591-1940

Nottoway County, VA
Listing New Construction
Christy A. Hudson
Commissioner of the Revenue
P.O. Box 5
Nottoway, VA 23955
chudson@nottoway.org
(434) 645-9317

Amelia County, VA
Listing New Construction
Taylor Harvie III
Amelia County Administrator
P.O. Box A
Amelia, VA 23002
Taylor.harvie@ameliacova.com
(804) 561-3039

Washington County, VA
Listing New Construction
Dr. Mark J. Matney
1 Government Center Place, Suite C
Abingdon VA, 24210
(276) 676-6501
mmatney@washcova.com

Charlotte County, VA
Listing New Construction
Naisha P. Carter
Commissioner of the Revenue
P.O. Box 308
Charlotte Court House, VA 23923
(434) 542-5564
ncarter@charlottecountyva.gov

Greene County, NC
Becky R. Sutton
Tax Administrator
229 Kingold Blvd., Suite B
Snow Hill, NC 28580
Becky.sutton@greencountync.gov
(252) 747-3615
14,000 Parcels

Fluvanna County, VA
Andrew M. Sheridan, Jr.
Commissioner of the Revenue
Fluvanna County Commissioner of the Revenue Office
P.O. Box 124
Palmyra, VA 22963
Msheridan@co.fluvanna.va.us
(434) 591-1940
16,400 Parcels

Washington County, VA
Dr. Mark J. Matney
Commissioner of the Revenue
Washington County Commissioner of the Revenue Office
1 Government Center Place
Suite C
Abingdon, VA 24210
Mmatney@washcova.com
(276) 676-6501
39,500 Parcels

City of Buena Vista, VA
Mar Vita Flint
Commissioner of the Revenue
Commissioner of the Revenue's Office
2039 Sycamore Avenue
Buena Vista, VA 24416
Commissioner@bvcity.org
(540) 261-8611
3,500 Parcels

City of Winchester, VA
Celeste Broadstreet
Financial Services Director/Real Estate Administrator
15 North Cameron Street
Winchester, VA 22601
Celeste.Broadstreet@winchesterva.gov
(540) 667-2048
10,000 Parcels

Person County, NC
Philip Christy
Appraisal Manager
P.O. Box 1116
Roxboro, NC 27573
pchristy@personcountync.gov
(336) 597-1721
27,500 Parcels

Greene County, VA
Larry Snow
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 438
Stanardsville, VA 22973
Lsnow@gcva.us
(434) 985-5211
12,000 Parcels

REAPPRAISALS/REASSESSMENTS FOR 2020

Cumberland County, VA
Julie A. Phillips, MCR
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 77
Cumberland, VA 23040
Jphillips@cumberlandcounty.virginia.gov
(804) 492-4280
10,000 Parcels

City of Norton, VA
Judy Miller
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 347
Norton, VA 24273
Judym@nortonva.org
(276) 679-0031
2,700 Parcels

City of Emporia, VA
Joyce Prince
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 956
Emporia, VA 23847
J.prince.cor@ci.emporia.va.us
(434) 634-5405
2,500 Parcels

Giles County, VA
Lisa J. Corell
Commissioner of the Revenue
Commissioner of the Revenue's Office
130 N. Main Street
Pearisburg, VA 24134
Lcorell@gilescounty.org
(540) 921-3321
15,000 Parcels

Smyth County, VA
Jeff Richardson
Commissioner of the Revenue
Commissioner of Revenue's Office
109 West Main Street, Suite G011
Marion, VA 24354
Commissioner@smythcounty.org
(276) 782-4040 x1
22,000 Parcels

Bland County, VA
Cindy Wright
Commissioner of the Revenue
Commissioner of the Revenue's Office
612 Main Street, Suite 102
Bland, VA 24315
Cwright@bland.org
(276) 688-4291
7,500 Parcels

Greensville County, VA
Martha S. Swenson
Commissioner of the Revenue
Commissioner of the Revenue's Office
1781 Greensville County Circle, Room 132
Emporia, Virginia 23847
Miss.cor@greensvillecountyva.gov
(434) 348-4227
7,500 Parcels

Montgomery County, NC
Vicki Maness
Tax Assessor
Tax Assessor's Office
102 East Spring St, 2nt Floor
Troy, NC 27371
Vmaness@montgomerycountync.com
(910) 947-2255
18,000 Parcels

Madison County, NC
Lori Ray
Tax Administrator
Tax Administrator's Office
5707 U.S. Highway 25/70, Room 25
Marshall, NC 28753
Lray@madisoncountync.gov
(828) 649-3402
22,500 Parcels

City of Covington, VA
Cathy Kimberlin
Commissioner of the Revenue
Commissioner of the Revenue's Office
333 W. Locust Street
Covington, VA 24426
Ckimberlin@covington.va.us
(540) 965-6352
5,400 Parcels

Fluvanna County, VA
Andrew M. (Mel) Sheridan
Commissioner of the Revenue
Commissioner of the Revenue's Office
P. O. Box 124
Palmyra, VA 22963
Msheridan@fluvannacounty.org
(434) 591-1940
16,300 Parcels

Augusta County, VA
W. Jean Shrewsbury
Commissioner of the Revenue
Commissioner of the Revenue's Office
P. O. Box 959
Verona, VA 24482
Jshrewsbury@co.augusta.va.us
(540) 245-5640
39,000 Parcels

Johnston County, NC
Dennis Woodward
Real Estate Supervisor
P. O. Box 368
Smithfield, NC 27577
(919) 989-5130
Also performed 1995 and 2011 revaluations
95,000 Parcels

Sampson County, NC
Jim Johnson
Tax Administrator
Tax Administrator's Office
P. O. Box 1082
Clinton, NC 28329
Jjohnson@sampsonnc.com
(910) 592-8146 x5227
Also performed 2011, 2003 & 1995 Revaluations
50,000 Parcels

Hertford County, NC
Sandy Brock
Tax Assessor
Tax Assessor's Office
115 Justice Drive, Suite 4
Winton, NC 27986
(252) 358-7810
16,000 Parcels

Charlotte County, VA
Naisha P. Carter
Commissioner of the Revenue
P.O. Box 308
Charlotte Court House, VA 23923
(434) 542-5564
ncarter@charlottecountyva.gov
13,438 Parcels

Russell County, VA
Lonzo Lester
Russell County Administrator
137 Highland Dr.
Lebanon, VA 24266
(276) 889-8000
25,077 Parcels

City of Winchester, VA
Celeste Broadstreet
Real Estate Administrator
15 North Cameron St
Winchester, VA 22601
Celeste.broadstreet@winchester.gov
(540) 667-2048
10,000 Parcels

Greene County, VA
Larry Snow
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 438
Stanardsville, VA 22973
Lsnow@gcva.us
(434) 985-5211
12,000 Parcels

Charles City County, VA
Denise B. Smith
Commissioner of the Revenue
Commissioner of the Revenue's Office
P. O. Box 7
Charles City, VA 23030
Dsmith@co.charles-city.va.us
(804) 652-2161

Beaufort County, NC
Bobby Parker
Tax Administrator
Tax Administrator's Office
P. O. Box 160
Washington, NC 27889
(252) 940-6152
Bobbyparker@co.beaufort.nc.us
45,000 Parcels

Granville County, NC
Sharon Brooks-Powell
Tax Administrator
Tax Administrator's Office
P. O. Box 219
Oxford, NC 27565
Sharon.powell@granvillecounty.org
(919) 603-1317
35,000 Parcels

Amelia County, VA
Taylor Harvie III
Amelia County Administrator
P. O. Box A
Amelia, VA 23002
Taylor.harvie@ameliacova.com
(804) 561-3039
9,500 Parcels

Brunswick County, VA
Camilla Clayton-Bright
Commissioner of the Revenue
Commissioner of the Revenue's Office
P. O. Box 669
Lawrenceville, VA 23868
Ccbright@brunswickco.com
(434) 848-2313
17,000 Parcels

Lunenburg County, VA
Liz Y. Hamlett
Commissioner of the Revenue
Commissioner of the Revenue's Office
11512 Courthouse Rd, Ste 101
Lunenburg, VA 23952
Lhamlett@lunenburgva.net
(434) 696-2516
12,400 Parcels

Nottoway County, VA
Christy Hudson
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 5
Nottoway, VA 23955
Chudson@nottoway.org
(434) 645-9317
16,000 Parcels

Sussex County, VA
Ellen Boone
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 1398
15074 Courthouse Rd
Sussex, VA 23884
(434) 249-1024
9,500 Parcels

Anson County, NC
Larry Newton
Tax Assessor
Tax Assessor's Office
101 S. Greene St
Wadesboro, NC 28170
(704) 994-3290

Orange County, NC
Director of Revenue
228 S. Churton St., Ste 200
Hillsborough, NC 27278
(919) 245-2100
54,800 Parcels

Hyde County, NC
Linda Basnight
Tax Administrator
Tax Assessor's Office
P.O. Box 279
Swan Quarter, NC 27885
(252) 926-4188
8,532 Parcels

Warren County, NC
John Preston
Tax Administrator's Office
117 S. Main St.
Warrenton, NC 27589
(252) 257-4158
johnpreston@warrencountync.gov
15,000 Parcels

Wythe County, VA
Faye H. Barker
Commissioner of the Revenue
Commissioner of the Revenue's Office
101 Wythe County Courthouse
Wytheville, VA 24382
(276) 223-6018
20,000 Parcels

City of Winchester, VA
Celeste Broadstreet
Financial Services Director/Real Estate Administrator
15 North Cameron St
Winchester, VA 22601
Celeste.Broadstreet@winchesterva.gov
(540) 667-2048
10,000 Parcels

Chatham County, NC
Karen Jones
Tax Assessor
Tax Assessor's Office
P.O. Box 908
Pittsboro, NC 27312
(919) 542-8250
42,000 Parcels

Nash County, NC
Doris Sumner
Tax Administrator's Office
120 W. Washington St. Suite 2058
Nashville, NC 27815
(252) 459-9815
52,000 Parcels

Vance County, NC
Porcha C. Brooks
Tax Administrator
Tax Administrator's Office
122 Young St, Suite E
Henderson, NC 27536
(252)738-2040
22,000 Parcels

Greene County, VA
Larry Snow
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 438
Stanardsville, VA 22973
Lsnow@gcva.us
(434) 985-5211
12,000 Parcels

REAPPRAISALS/REASSESSMENTS FOR 2016

Westmoreland County, VA
Norm Risavi
County Administrator
P.O. Box 1000
Montross, VA 22520
(804) 493-0130
30,000 Parcels

Perquimans County, NC
Bill Jennings
P.O. Box 7
Herford, NC 27944
(252) 426-7010
14,500 Parcels

Wake County, NC
Assisting Tax Office with New Construction, Revaluation and Hearings
Marcus Kinrade
Tax Administrator
(919) 856-7115
350,000 Parcels

REAPPRAISALS/REASSESSMENTS FOR 2015

Camden County, NC
2015 Walk-Around Revaluation
Lisa Anderson
Tax Administrator
Tax Administrator's Office
P.O. Box 125
Camden, NC 27921
Landerson@camdencountync.gov
(252) 338-1919 x 225
7,241 Parcels

Greene County, VA
Larry Snow
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 438
Stanardsville, VA 22973
Lsnow@gcva.us
(434) 985-5211
12,000 Parcels

Patrick County, Virginia
Janet Rorrer
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 367
Stuart, VA 24171
Jrorrer@co.patrick.va.us
(276) 694-7131
20,000 Parcels

Mecklenburg County, NC
Performing a Review of the County's 2011 Revaluation and Audit of the Tax Assessor's Office
Ken Joyner
P.O. Box 32728
Charlotte, NC 28232
Ken.joyner@MecklenburgCountyNC.gov
(704) 336-2606
365,000 Parcels

City of Winchester, VA
Celeste Broadstreet
Financial Services Director/Real Estate Administrator
15 North Cameron Street
Winchester, VA 22601
Celeste.Broadstreet@winchesterva.gov
(540) 667-2048
10,000 Parcels

Chowan County, NC
Melissa Radke
Chowan County Tax Department
P.O. Box 1030
Edenton, NC 27932
(252) 482-8486
13,000 parcels

Northumberland County, VA
E. Luttrell Tadlock
County Administrator
County Administrator's Office
P.O. Box 129
Heathsville, VA 22473
Ltadlock@co.northumberland.va.us
(804) 580-7666
19,100 Parcels

Pasquotank County, NC
Patrice Stewart
Tax Administrator
(252)338-5169
21,748 Parcels

Cumberland County, VA
Julie Phillips
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 77
Cumberland, VA 23040
Jphillips@cumberlandcounty.virginia.gov
(804) 492-4280
6200 Parcels

Charlotte County, VA
Ms. Naisha Pridgen Carter
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 308
205 David Bruce Ave
Charlotte Court House, VA 23923
Npridgen@charlotteva.com
(434) 542-5546

Greene County, VA
Larry Snow
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 438
Stanardsville, VA 22973
Lsnow@geva.us
(434) 985-5211
12,000 Parcels

Madison County, VA
Jack Hobbs
County Administrator
County Administrator's Office
P. O. Box 705
Madison, VA 22727
Jhobbs@madisonco.virginia.gov
(540) 948-7500 x 100

Person County, NC
Phillip Christy
Tax Office/Appraisals
P.O. Box 1116
Roxboro, NC 27573
Pchristy@personcountync.gov
(336) 597-1721

Wilkes County, NC
Alex Hamilton
Tax Administrator
110 North St
Wilkesboro, NC 28697
(336) 651-7301

Bertie County, NC
Jodie Rhea
Tax Administrator
Tax Administrator's Office
P.O. Box 527
106 Dundee St
Windsor, NC 27983
Jodi.rhea@bertie.nc.gov
(252)794-5310
18,600 Parcels

Brunswick County, VA
Camilla Clayton-Bright
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 669
Lawrenceville, VA 23868
(434) 848-2313
15,600 Parcels

City of Fredericksburg, VA
Lois B. Jacob
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 644
Fredericksburg, VA 22404
(540) 372-1004
9,000 Parcels

King & Queen County, VA
Kelly N. Lumpkin
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 178
King and Queen C.H., VA 23085
(804) 785-5976
7,400 Parcels

Lunenburg County, VA
Liz Hamlett
Commissioner of the Revenue
Commissioner of the Revenue's Office
11512 Courthouse Rd, Ste 101
Lunenburg, VA 23952
Lhamlett@lunenburgva.net
(434) 696-2516
12,000 Parcels

Mecklenburg County NC
Ken Joyner
P.O. Box 36819
Charlotte, NC 28236
Ken.joyner@mecklenburgcountync.gov
(980) 314-4226



**COUNTY OF FLUVANNA, VIRGINIA
Request for Proposals (RFP) #2021-03
GENERAL REASSESSMENT SERVICES OF REAL PROPERTY**

Issue Date: January 25, 2021

Due Date: February 23, 2021 at 2 p.m. EST

Procurement Contact:

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

All sealed proposals shall be turned in no later 2:00 p.m. EST, 23rd day, February, 2021.

All Proposals that are delivered via mail or are hand delivered must be addressed to the "Procurement Contact" listed above.

Any Proposals sent in via facsimile, telephone, or email shall not be considered.

Any Proposals that are turned in late will be rejected and returned unopened.

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

1. PURPOSE

- A. Fluvanna County, a political subdivision of the Commonwealth of Virginia (the "County") and the Fluvanna County Board of Supervisors (the "Board") is issuing this Request for Proposal ("RFP") and is requesting sealed proposals from qualified firms to perform reassessment services on real properties located within Fluvanna County. The firm shall have the necessary expertise in the field of property reassessment services.
- B. The purpose of this Request for Proposal ("RFP") is to solicit sealed proposals to establish a contract through competitive negotiations with one (1) qualified firm to perform two General

reassessments of all real property at its fair market value in money as of January 1, 2023, as stated in Section 58.1-3201 of the Code of Virginia (hereinafter the "Code"). All services shall be provided in accordance with the specifications contained herein and attached hereto. The first General reassessment (January 1, 2023) will entail an administrative review of all property and sales since January 1, 2021 and onsite visits with pictures of any new construction since last reassessment. The second General reassessment will include onsite visits with pictures of all county real estate parcels.

Pearson’s Appraisal Service, Inc. (PAS) proposes and agrees to conduct the first reassessment with an effective date of January 1, 2023 by conducting an “administrative review” of all property and sales since January 1, 2021 utilizing the tools and products available by the County of Fluvanna. Specifically, all qualified and unqualified sales, building permit costs, GIS maps and any comparison reports available in the CAMRA will be used to complete the administrative review. Our project manager will work with the Commissioner of the Revenue to determine the best tools available to use in the review.

The Administrative Review will be conducted primarily in the office by our appraisers. All parcels with new construction permits will be visited and digital images will be captured.

2. BACKGROUND

- A. Fluvanna County is centrally located in the heart of Virginia, 120 miles south of Washington, D.C., 60 miles west of Richmond, VA, and 25 miles southeast of Charlottesville, VA. The County encompasses a land area of 282 square miles and is bound by interstate 64 to the north and by the James River to the south. As of July 2014, the County had a population of 25,970. Fluvanna County is surrounded by several other local jurisdictions including the Counties of Albemarle, Louisa, Buckingham, Cumberland, and Goochland.
- B. The work performed shall include a field visit and inspection of all parcels and mobile homes. The following chart shows a breakout by parcel as of January, 1, 2021

Parcel – By Class	2021 Parcel Count
Commercial (R4)	200
Residential (R1-3)	13627
Agricultural (R5-6)	1722
Tax Exempt (E70-79)	453
Mobile Homes	326
Total Taxable Parcels	16328

3. STATEMENT OF NEEDS

- A. In accordance with Section 58.1-3254 of the Code (all Code references are to the Code 1950, as amended), the Fluvanna County Board of Supervisors (hereinafter the "County" or "BOS") has directed that there be two General reassessments of real estate in the county. Such reassessments shall include all taxable and tax-exempt properties with the improvements and buildings thereon, if any, and shall be based upon Fair Market Value. All manufactured housing/mobile homes must be assessed in the same manner as real estate.
- B. The Fluvanna County Board of Supervisors is seeking the services of a fully qualified and experienced appraisal firm to provide such Administrative and General, reassessment services. The successful Offeror shall demonstrate their ability to provide a qualified person to be appointed as the County’s Professional Assessor and to be certified by the Virginia Department of Taxation, as required by applicable law including specifically Sections 58.1-3258.1 and 58.1-3275 of the Code. The successful Offeror shall demonstrate extensive

knowledge of the assessment requirements as set out in the Code, 1950, as amended, and a successful Offeror shall demonstrate knowledge of Fluvanna County, shall have proven experience in the evaluation of residential, rural, and other properties similar to those located in the County, and shall demonstrate knowledge of property values in the surrounding areas. The intent of these specifications is to have all real property assessed at its fair market value in money as stated in Section 58.1-3201 of the Code. "All general reassessments or annual assessments in those localities which have annual assessments of real estate, except as otherwise provided in Section 58.1-2604 of the Code, shall be made at 100% of fair market value..." Fair market value has been defined by the International Association of Assessing Officers (IAAO) as "'Fair market value' means the amount in terms of money that a well-informed buyer is justified in paying and a well-informed seller is justified in accepting for property in an open and competitive market, assuming that the parties are acting without undue compulsion" or "the most probable price expressed in terms of money that a property would bring if exposed for sale in the open market in an arms-length transaction between a willing seller and a willing buyer, both of whom are knowledgeable concerning all the uses to which it is adapted and for which it is capable of being used." Generally, Virginia Courts have defined fair market value to be: "The fair market value of a property is the price which it will bring when offered for sale by one who desires but is under no duress to sell and is brought by one who is under no undue necessity of buying, with both buyer and seller being knowledgeable of the uses to which the property is adaptable."

Fred W Pearson, our co-owner, is a Virginia Licensed General Appraiser as well as a certified Professional Assessor. He will sign and deliver the Reassessment Land Books within the prescribed time.

- C. The reassessments shall be conducted in a manner consistent with all applicable laws, regulations, rules, standards and case law. Assessments shall be complete, uniform and at 100% fair market value. All taxable and nontaxable properties shall be visited and all elements of value appraised. In all cases, uniformity and equality are required under the laws of the Commonwealth of Virginia with respect to each class of property. All aspects of this general reassessment shall be conducted in accordance with the laws of the Commonwealth of Virginia.
- D. All procedures shall be in accordance with all applicable law including without limitation Section 58.1-3200 et seq. of the Code, relating to the assessment of property. The Commissioner of Revenue will review all decisions as to procedure followed and forms used. Under this contract, the Offeror is responsible for advising the County as to the current market value of each item of property assessed.
- E. Appraisals shall be based on a thorough study of actual market sales and construction costs covering the period beginning January 1, 2021 through March 31, 2022 in Fluvanna County. The Offeror will conduct this study **prior** to beginning any field appraisals. The completed study will be provided to the County in hardcopy and digital formats and will become the property of Fluvanna County.

PAS appraisers will study the actual market sales and construction costs from January 1, 2021 through March 31, 2022 for the administrative reassessment. Market sales past the date will also be reviewed for inclusion if they can be qualified.

- F. To be appointed to perform the reassessment by the BOS, the Offeror shall be certified as a qualified assessor by the Virginia Department of Taxation, and shall serve as the County Assessing Officer during the reassessment and through any appeal process relating to the

January 1, 2023 and January 1, 2025 assessments, respectively. The Offeror's BOS 2021-05-19.ppt 17/336 include but are not limited to, the following:

- i. The Offeror shall appraise all property entitled to classification under Section 58.1-3230 of the Code at its fair market value without easement in money.
- ii. The Offeror shall work with the Commissioner of the Revenue to ensure that parcels which qualify for land use assessment or are under perpetual easement are assessed using a methodology that is consistent with the need of Commissioner of the Revenue to apply easement values.

Pearson's project manager will work with the Commissioner of the Revenue to ensure land use properties are valued in a consistent manner.

- iii. After the completion of the Reassessment, the County will apply the land use value schedule on those parcels which qualify for land use assessment under the appropriate statutes, and apply easement values on those parcels under perpetual easement in accordance with the appropriate statutes.
- iv. The Offeror shall prepare and maintain an Assessors' Manual in which the final resultant schedule of values, standards and rules, when properly applied, will result in appraising all property in accordance with Section 58.1-3200 et seq. of the Code. All schedules, standards, and rule shall conform to IAAO standards, applicable law and acceptance is contingent on County review and approval.

PAS is familiar with the reassessment manual requirement and will prepare and train the county staff on its use.

- v. The Offeror shall appraise manufactured homes in accordance with Section 58.1-3522 et seq. of the Code. Manufactured homes which have been converted to real property pursuant to Section 46.2-653.1 of the Code shall be treated as real property as required thereunder.

4. STATEMENT OF WORK

A. Mobile Home Assessments

All single-wide mobile and double-wide homes which have been modified into more permanent structures by the addition of rooms and/or roofs and a permanent foundation shall be appraised as real property if an as required under applicable law. The Offeror shall collect the data on field sheets and record the data in the County's CAMRA application using the same methodologies as used for residential housing.

1. The following conditions should help in this real property test:

- a. Is it a single wide mobile home?
 - b. Has been underpinned, crawl space enclosed, or with additions or improvements in excess of \$10,000 valuation?
 - c. Other similar condition that may reflect the owner's intent to make permanent?
 - d. Is it on a foundation with hitch removed?
- ii. Non-permanent single and double-wide homes which have not been modified into more permanent structures are assessed as personal property, but as part of this contract are to be assessed by the Offeror.
 - iii. Using the County provided mobile home assessment field sheet, the Offeror shall

collect data and assess all non-permanent double wide and single wide mobile homes. The Offeror will also document the current use (i.e., housing, storage, dog kennel, etc.) of each mobile home.

- iv. Although these non-permanent structures are not real property, for tracking purposes, the Offeror will enter these structures into the CAMRA application with zero value and the appropriate code indicating the mobile home usage.
- v. Mobile/Manufactured Homes hook-ups (sites) must be appraised and so noted on field data sheets. All mobile home parks and camping parks must be noted and appraised at their fair market value inclusive of hook ups.

Most of our projects include the locating and listing of mobile homes. We note the location of the mobile homes on the property record card and if possible, we identify the owner of the personal property mobile home. It is customary to note mobile home hook up sites due to the presence of hook ups increasing the value of the property. We agree to track the mobile homes in CAMRA with a zero value.

5. Status Reports

- A. The Offeror shall at a minimum provide quarterly status reports to County Administration and at request present these reports to the BOS.
- B. The Offeror at a minimum provide monthly status reports to the Commissioner of the Revenue and to the County to ensure that the general reassessment is progressing satisfactorily against the agreed upon timeline/schedule. The status reports shall include informal summary ratio results when appropriate and when requested by the County.
- C. The format of both the BOS and the County status reports shall be mutually agreed upon by the County and the Offeror. Suggested formats may be put forth in the Offeror’s proposal.
- D. For those tasks not progressing on schedule, the Offeror shall provide within these reports adequate explanations and recommended corrective actions. Any corrective action taken shall be mutually agreed upon by the Offeror and the County.

The PAS project manager will provide the periodic reports requested and agreed to in a timely manner. We will use any available reports in the CAMRA system to support our project process.

6. Quality of Work

- A. The Offeror’s quality of work performed is of the utmost importance in this contract. To that end, the County requires the ratio studies results fall within requirements of applicable law and the following uniformity relative to coefficient of dispersion (COD).
 - i. R1 and R2 class CODs within a neighborhood or a group of homogeneous neighborhoods shall not exceed twelve percent (12%) for both vacant and improved properties.
 - ii. R3 and R4 class COD within a neighborhood or a group of homogeneous neighborhoods shall not exceed fifteen percent (15%) for both vacant and improved properties.
 - iii. R5 and R6 class CODs within a neighborhood or a group of homogeneous neighborhoods shall not exceed fifteen percent (15%) for both vacant and improved properties.
 - iv. Newer mobile home CODs shall not exceed twelve percent (12%) and older mobile homes COD shall not exceed fifteen percent (15 %.)
 - v. At the completion of the 2023 Reassessment, the overall mean sales to assessment ratio of the assessment for the County shall be no less than 95% of market value with

no class of property being less than 90% The Regression Index shall be 0.98 and 1.03 for both vacant and improved properties.

vi. The Offeror's performance of the reassessment project shall be deemed to be complete after all BOE hearings/assessor hearings including appeals have been completed and after all deliverables are accepted by the County.

PAS performs sales ratio studies throughout the assessments and we agree with the benchmarks for the different classes of property. All our projects include informal and formal hearings with property owners.

7. Site Visits

- A. The Offeror shall deem the terms "visit" or "visited" as used in these specifications to mean the on-site review of existing property record cards or data in order to verify accuracy as well as touching and physical measuring of all new primary structures with an Engineer's tape, and talking with available occupants or owners while seeing the property with your eyes.
- i. The Offeror shall measure and sketch new buildings and other major building improvements and record said data in the County's CAMRA application.
 - ii. The Offeror shall capture general property data and improvement data. Data shall include, but is not limited to, the applicable fields shown in Attachment A. The Offeror shall record said data in the County's CAMRA application.
 - iii. The Offeror shall photograph the front and back of each structure valued over \$10,000. The Offeror shall load these photographs into the CAMRA application or into an archival system of the County's choice. **In our experience it is not customary to photograph the back or rear of structures however, we agree to photograph the rear of the properties if it is accessible to our appraisers.**
 - iv. In those cases where the homeowner is not at home and the Offeror cannot obtain all necessary information, Offeror shall leave a door hanger to notify the homeowner of the visit and request the homeowner to furnish the information. The Offeror shall keep a log to track these hangers, follow-up, and resolution. **We propose to leave door hangers at properties only when additional information or access is needed to value the property.**
 - v. In those cases where a property is locked or otherwise inaccessible, the Offeror shall use the current GIS aerial maps and other maps, such as Google Earth, to check for the existence of real estate structures and to estimate structure size. The Offeror shall also validate these estimates against any existing permits. The Offeror shall document in the CAMRA application that size estimation and building type assignment were made using map discovery and provide a reason for using maps in lieu of a physical measurement. **PAS agrees to code properties where access was not available in our Complete Appraisal Process Solution Software or CAPS.**
 - vi. In those cases where a property is designated as vacant and is over 10 acreages, the Offeror shall use the current GIS aerial maps and other maps, such as Google Earth, to check for the existence of previously undiscovered/non-permitted real estate structures. If the property is accessible, the Offeror shall visit and do an on-site review of the structure(s). If inaccessible, the Offeror shall use maps to estimate size and determine building type. The Offeror will document this use of map estimation in the CAMRA application.
 - vii. The Offeror shall keep a log of all previously undiscovered/non-permitted structures

by PIN and building number. The CAMRA application may be used to report on the information. BOS 2021-05-19 p.177/336

We propose the use of a unique code to identify discovered structures. If the code exists in CAMRA then reporting will be accurate without a manual log.

- viii. County personnel may periodically accompany assessors and/or data collectors during their site visits.

8. Real Property Assessments

- A. The Offeror shall conduct cost, market and income research and analyses in the development of the schedules and tables of values. All schedules and tables shall reflect market value. The Offeror shall include all schedule and tables used in the Assessors' Manual.
- B. The Offeror shall make careful investigations of the fair market value of all improvements making a complete exterior and reasonable interior inspection.
- C. The Offeror shall train any personnel designated by the County in the assessment techniques and procedures utilized by the Offeror to appraise all real property in the County.

9. Urban and Rural Property

- a. The Offeror shall analyze sales data and make careful investigations of the fair market value of all classes of land, giving due consideration to all factors enumerated in these specifications and Commonwealth of Virginia Code including but not limited to topography; soil type; road type; neighborhood trends; and "open space easements."

10. Small Acreage Tracts

- a. The Offeror shall prepare a pricing schedule applicable to small acreage tracts, especially those of ten (10) acres or less, which have potential other than farm usage, from local market data. Size of tracts may have a direct bearing on land value. This schedule must be flexible to allow all acreage tracts, regardless of size, to be appraised at market value.

11. Mineral Rights and Timber

- i. The Offeror shall make a careful investigation of assessable mineral rights and make the assessment pursuant to applicable law including without limitation Sections 58.1-3286 and 3287 of the Code, and consultation with the Commissioner of the Revenue.
- ii. Timber shall be assessed as required by applicable law including without limitation Section 58.1-3284 of the Code.

12. Properties spanning Towns and County

- A. If applicable, the Offeror shall specify in the County's CAMRA application if all or part of any property is within the boundaries of any incorporated town as well as define and list the part within such town.

13. Improvements

- A. The Offeror shall make careful investigations of the fair market value of all improvements making a complete exterior inspection.
- B. The Offeror shall measure all new improvements since last reassessment for 2021 and all improvements in total for 2023 and record data in the County's CAMRA application.
- C. The Offeror shall measure and sketch new buildings and other major building improvements

- and record said data in the CAMRA application.
- D. The Offeror shall capture general property data and improvement data and record data in the County's CAMRA application. Data shall include, but is not limited to, the applicable fields shown in Attachment A.
 - E. Basic cost data shall be applied to existing construction for the determination of accurate and consistent replacement costs, less any physical depreciation, functional or economic obsolescence.
 - F. For each property with multiple improvements, the Offeror shall create an 8 ½ x 11 structure locator map. Locator maps shall show the location of each structure relative to the main dwelling. Structures shall be labeled to identify the use, type of construction, and size. Paper locator maps shall be attached to the associated PRC.

PAS proposes to conduct the project with the least amount of paper possible. We will load the digital data for the property record cards into our CAPS program and make our on-site reviews using field devices. It is customary for locator type maps for large commercial or industrial complexes. We will work with the Commissioner of the Revenue and the County's Information Technology professionals to determine how to best meet this requirement.

14. Suburban and Farm Dwellings

The Offeror shall visit and inspect suburban and farm dwellings and other farm buildings/structures in the same complete manner as other residential buildings.

15. Farm (non-residential), Commercial and Industrial properties

- A. The Offeror shall visit and inspect Farm (non-residential), Commercial and Industrial properties in the same complete manner as residential properties.
- B. Basic cost data shall be applied to existing construction for the determination of accurate and consistent replacement costs, less any physical depreciation, functional or economic obsolescence.
- C. Income and expense data and market data shall be used where applicable and available to assist in assessing the properties. Income data shall be requested from the property owners.
- D. Computations using Income Approach to value shall be converted to a Bricks and Mortar unit price methodology for final valuation in the County's CAMRA application.
- E. Commercial properties which are not assessed using standard tables, such as for sound value or income approach, the Offeror shall create and maintain a file showing the methodology used to assess each of these properties. This information shall be delivered as part of the Assessors' Manual.
- F. Locator Maps shall include the name of the building as known to the industry.

16. Apartment Properties and Rental Properties

- A. The Offeror shall consider all apartments or two or more connected dwelling units designed or re-designed for rental occupancy and all groups of apartment buildings to be classified as apartment property.
- B. Assessment of residential rental apartments containing more than 4 units shall be in accordance with applicable law including without limitation Section 58.1-3295.1.
- C. All apartments shall be reviewed to determine if the housing is subsidized. Affordable housing shall be assessed in accordance with applicable law including without limitation Section 58.1- 3295 of the Code.
- D. The Income Approach to value shall be considered and all assessments shall be

complete with analysis of income and expense data, if obtainable. BOS2021-05-19 p.179/336

- E. Economic rental estimates shall be used where actual rents are not available.

We will send Income and Expense surveys to the owners or property managers of income producing properties. If we do not receive enough income and expense information we will supplement the data with estimates and industry guides.

17. Industrial Complexes

- A. The Offeror shall visit and inspect each industrial complex and develop an Industrial Complex Report for all such properties. This report shall be attached as an addendum to the Assessors' Manual. The Industrial Complex report shall include:
- i. Building-by-building component part description of construction and fixed equipment taxable real property, showing individual replacement value and depreciation for each.
 - ii. All yard improvements shall be listed individually and shall be priced and depreciated separately.

Fred W. Pearson our co-owner will oversee the assessment of commercial and industrial properties. Mr. Pearson is a Certified General Real Estate Appraiser. We also have other appraisers that specialize in appraising commercial properties.

18. Common Open Space, Defective Drywall and Wetlands

- A. The Offeror shall appraise and apportion Common Open Space according to applicable law including without limitation Section 58.1-3284.1 of the Code.
- B. Perform any required reassessment of residential property containing defective drywall in accordance with Section 58.1-3284.2 of the Code.
- C. Assess wetlands separately if and as required under Section 58.1-3284.3 of the Code.

19. Other Properties and Structures

- A. Grain Bins, Silos, and Other Farm Buildings
- i. For the purpose of this reassessment, grain bins, silos, and other farm buildings are to be considered as real property and valued based on their contribution to the overall property value with consideration given to the functional use of single purpose structures that have little adaptability.

20. Income Producing Structures

- A. For the purpose of this reassessment, incoming producing structures including but not limited to cell towers on commercial and non-commercial properties are to be considered as real property and valued based on their contribution to the overall property value.

Many of our projects include the assessment of cell towers and we have industry contacts to assist as needed with any specialty income producing structures.

21. Miscellaneous Structures

- A. For the purpose of this reassessment, miscellaneous including but not limited to airstrips, golf courses, generators, are to be considered as real property and valued based on their contribution to the overall property value.

22. Exempt Property

- A. It is specifically understood that property wholly or partially excluded from taxation

will be appraised and valued by the Offeror, including all government-owned property within the County. This will be done in the same way property that is nonexempt is appraised, including correct parcel identification number and special (class code) coding for retrieval by the County's CAMRA application. BOS 2021-05-19-180/336

23. Property for Public Service Companies

- A. The Offeror shall not appraise property of public service companies that is appraised by the Virginia State Corp. Commission and Department of Taxation. However, the Offeror shall appraise all real property of such companies situated in the County, which is not appraised by the aforementioned agencies.

24. Personal Property

- A. This contract does not provide for the assessment of commercial furniture and fixtures, industrial machinery and equipment, or other personal property by the Offeror with the exception of mobile home properties.

25. All Other Property

- A. The Offeror shall assess all other real property in Fluvanna County not specifically covered previously by this RFP but required by law to be appraised at fair market value using acceptable assessment standards including without limitation common open space (see Section 58.1-3284.1 of the Code) and Leasehold interests (see Section 58.1-3203 of the Code).

26. Construction Costs

- A. The Offeror shall use an appropriate construction cost index similar to that used by other Virginia localities as a basis for determining initial construction costs and shall provide a description of the cost index used and why to the County and the Assessor. The Offeror shall adjust based on random testing against known local construction costs to verify the accuracy and to determine Fair Market Value before being applied. The Offeror shall obtain local construction costs through the County Building, Permits, and Inspections Department and local Offerors, realtors, and appraisers. The Assessors' Manual shall include an appendix setting forth which construction cost index was used and why, and detailing the factors used in determining local adjustments. Factors included shall include material costs, prevailing wage scales, labor resources, overhead, profit, architecture and engineering Fees and all other factors which impact upon the cost of building construction and its value within the County.
- B. Unit construction costs shall be inclusive of the items mentioned above.
- C. Separate unit costs for each different type of construction (residential, commercial, industrial, etc.) as well as for each district construction subsystem of component, such as paving, roofing, fencing, wells, septic systems, etc., to be used in conjunction with the Sales Ratio Study.
- D. Unit costs for materials and labor in place, including all normal service charges and profit.

Pearson's Appraisal Services will begin to research construction costs from examining building permits, talking with residential and commercial builders, and referencing the cost manual of Marshall & Swift. Testing of new replacement costs and new rates for residential, manufactured housing, commercial and other improvements will be made. Depreciation tables will be produced and tested.

27. Zoning Considerations

- A. The Offeror shall consider zoning, conditional or otherwise, in the assessment of all real property.

- i. The Offeror shall use the County's GIS zoning layer for zoning determination for the County, exclusive of the Towns. The Offeror shall obtain all Town zoning and conditional zoning from Town zoning officials.
- ii. Although County zoning information is in the County's CAMRA application and on the field property record cards ("PRC"s), zoning must be verified through the GIS and/or the appropriate County and/or Town zoning offices if the zoning impacts the property assessment.
- iii. Detailed information relating to conditional zoning shall be available through the County and/or the Town zoning offices. The Offeror shall record any conditional zoning used in the assessment of a property in the County's CAMRA application and document the impact of Conditional Zoning in the Assessors' Manual.

28. Assessors' Manual

- A. The Offeror shall develop and maintain an Assessors' Manual. This manual shall include cost and sales data, and any other information used to compile the schedule of values for the final 2022 computations as part of the Assessor's Manual. This document shall be used as a working document by the Offeror. The County will review each delivery of the document, and submit edits/modifications to the Offeror for incorporation as part of document maintenance until the final version is approved by the County.
- B. Upon request, the County will provide a copy of the 2021 Assessors' Manual which can be used as a starting point for the 2023 & 2025 Assessors' Manual. Guidelines as to the Assessor's Manual Content are provided in Attachment B.
- C. The Assessors' Manual shall be set up in an easily comprehensible manner enabling the County to show the taxpayer how property valuations are determined. Calculations methods and calculations shall be the same as those implemented in the County's CAMRA application and all codes and custom calculations used by the County's CAMRA application shall be reflected in the Assessors' Manual.
- D. All data used in the composition of the manual and to substantiate sales must be turned over to the County.
- E. The Offeror shall provide updated versions of this manual and manual training. Specific dates shall be provided by the Offeror as part of their proposal.
- F. The Offeror shall train designated County personnel in the use of the Assessors' Manual for assessing all types of real property.

Future Assessor's Manuals (2023 and 2025) will be based on the existing Assessor's Manual. Assessor's Manuals are a requirement of all our projects and we are very familiar with what should be in the Assessor's manual and we will train County personnel on how to use the updated manual for the upcoming reassessments.

29. Sales Studies and Sales Ratio Studies

- A. The Offeror shall conduct a Sale Study and then subsequent Sales Ratio Studies to aid in the pricing of real property and as the project progresses to ensure that the assessments are reflecting market value. The Offeror shall contact property owners to determine validity of sales and values.
 - i. Sales Studies shall include all sales in the County shall contain enough valid real property sales and/or transactions stratified into homogeneous neighborhoods; by property class (R1, R2, R3, R4, R5, R6, and exempt) within each neighborhood. Neighborhoods shall be divided into real property classes, by vacant and occupied land within each class.
 - ii. Where valid sales are limited, the Offeror shall augment the supply of usable sales by

adjusting rejected sales to reflect the cash equivalent value of the real property, and to expand the sales period adjusting for time of sale. Timeframes need not be the same for each class of property, but the studies must detail the techniques used and indicate when adjusted sales values were used.

- iii. Where sales are comparatively scarce and complex, such as with commercial, industrial, and agricultural sales, the Offeror can consider appraisals as a basis for valuation. Appraisals should be tested against actual sales as well as against appraisals and assessments of other similar properties. Acceptable appraisals must contain a narrative of the valuation methods used and a value conclusion. Where valid sales data and adjusted sales data is available, appraisals should not be used.
- iv. The Offeror shall provide a study for each of the County's Districts using the same stratification listed above. District studies are informational only and should not be used as a means to assess since Fluvanna County districts are based on census data and thus real property within Districts is not homogenous by nature.
- v. The Offeror shall run periodic Sales Ratio Studies to ensure that the project assessments are falling within the acceptance Sales Ratio requirements set forth in this contract.
- vi. The Offeror shall deliver the studies. Specific dates shall be provided by the Offeror as part of their proposal.

PAS will work with the Commissioner of the Revenue to utilize available sales ratio reports in the CAMRA software and PAS can conduct sales ratio studies to verify the percent of market of homogenous properties.

30. Office Administration

A. Property Record Cards, Reports and Other Required Forms

- i. The Offeror shall use County's electronic field cards, and PRCs for data gathering. The Offeror shall use the County's CAMRA application for updating property records as well as printing current and updated PRC and field cards.
- ii. The County will assist the Offeror with the design and development of forms and reports as necessary to be used in the reassessment project including, but not limited to mailers, computer reports, and valuation notices.
- iii. At the start of the reassessment project, the reassessment data in the CAMRA application will match the assessment data.
- iv. Although additional PRCs can be printed by the Offeror on an ad hoc basis, PRCs are available to be viewed online. When possible, online viewing should be used in lieu of printing.

B. Printing

- i. With the exception of bound copies of deliverables and re-mailings done due to error on the part of the Offeror, the County will be responsible for the printing costs associated with the reassessment project. Printing will include, reassessment notices, public relations pamphlets, reports, and deliverables. It will be the joint responsibility of the County and the Offeror to design these items.
- ii. Reprinting of mailers due to error on the part of the Offeror shall be done at the Offeror's expense.
- iii. It shall be incumbent upon the Offeror to maximize the use of electronic tools such as the County's CAMRA application, the GIS application, SharePoint, spreadsheets, etc. to view data rather than print data.

C. Postage

- i. The County will be responsible for reasonable postage necessary for mailing income

and expense requests for commercial properties; reassessment notices, re-mailings, and result notices. Re-mailings due to error on the part of the Offeror shall be done at the Offeror's expense.

D. Space Requirements & Office Arrangements

- i. The County will provide, as needed, office and meeting space for the Reassessment Office with the space and location to be determined by the County. The County will furnish all necessary utilities such as power, water, heat and air conditioning; reasonable office furniture; and provide networking capabilities through the County's network.

E. Phone Service

- i. During Assessor Hearings, the County will provide the Offeror with local and long distance phone service, however, the County will periodically review the Offeror's use of said service to confirm that use continues to be a reasonable cost for the County to bear.
- ii. If such costs, in the opinion of the Contract Administrator, appear excessive the Offeror shall be responsible for justification of such costs, otherwise those costs which appear unreasonable shall be deducted from the final invoice. The Offeror shall bear full responsibility for their cellular phones and services to be utilized during this contract term.
- iii. The County shall provide two (2) phones for the Contract. These phones shall be shared within the Reassessment Office. Additional phones may be added during periods of high volume calling, such as when hearings are being scheduled.
We also request access to the web/internet. Some of our industry tools are web based such as RealtyRates.com and LoopNet.com.

F. Computers and Related Office Software

i. Computers

1. The County shall provide two (2) computers if necessary for full time Offeror use. These computers shall be shared within the Reassessment office.
2. The Offeror computers will be standardized with the following:
3. Microsoft Office for word processing and spreadsheet capabilities;
4. Microsoft Outlook for County e-mail and calendar access;
5. The CAMRA application for assessment work; and
6. The GIS application for map queries and locator map creation.
7. No software or hardware modifications shall be made to the provided PCs without coordination and permission of IT.
8. The County will also provide one (1) public access computer. This computer will be standardized with the following:
 - a. Read only access to the GIS application,
 - b. Microsoft Internet Explorer intended to provide access to
 - c. Real Estate Online, a read only current assessment data
 - d. Reassessment Real Estate Online, read-only the Reassessment notice data

G. Microsoft Office

- i. The County has standardized on using the Office Suite products. All deliverables shall be provided in a format compatible with these products.

H. Microsoft Outlook

- i. The Offeror and the County shall use Outlook as a standard mode of communication. Both the Offeror and the County shall also use this product

for scheduling. To this end, each member of the Offeror's staff shall be set up with a Microsoft Outlook email account. These accounts are accessible both inside the County and through an internet version of the application.

i. The CAMRA application

i. The County will provide the Offeror with access to the County's CAMRA application for the purpose of recording data and assessing properties. The County does not ensure the accuracy of this product. The Offeror must report any application discrepancies to the applicable County Liaison/Project Manager.

I. CAMRA Availability

i. Reassessment data will be available for use by Offeror. The Offeror shall use the County's CAMRA system throughout the contract period to update reassessment data.

ii. At the end of the reassessment, this data shall be reconciled and merged into the Commissioner's current year data. It is incumbent upon the Offeror and the County to review the data to ensure validity and accuracy throughout the project and before the merge takes place.

K. The GIS Application

i. The County will provide the Offeror with access to the County's GIS application for the purpose of inquiry and printing of maps to be used in the reassessment, and for doing electronic markup within the GIS application.

L. GIS Training

i. The County will provide initial training on the GIS application for the purposes of producing work maps and calculating acreages of specific areas within individual parcels of land.

ii. Training shall be performed on a schedule jointly agreed upon by the Offeror and the County.

M. GIS Support

i. The functioning of the GIS application is critical to this project. GIS will serve as the point of contact for questions and problem reporting and any issues with the GIS application.

The Offeror shall work directly with the County's GIS coordinator for technical support problems, customized reports or specialized maps produced through the use of the GIS.

ii. Upon discovering any application or data discrepancies, the Offeror must immediately email the County's GIS coordinator with the following information:

1. Description of the problem;
2. Applicable screen shots;
3. Where the issue occurred (screen name(s) and fields)
4. Description of the affected data (PIN, Building or Segment, associated field)

iii. The County Liaison/Project Manager should be copied on any support communications.

N. Data Ownership

i. The GIS databases shall remain the property of the County, which shall retain all rights commensurate with ownership, including the right to sell, release, license, and use or provide GIS databases or maps to others as it deems appropriate in its sole discretion. GIS maps and data produced by the Offeror shall be for official use for the reassessment project exclusively and will not be used for any other purposes.

ii. The County reserves the right to deny access to certain GIS datasets. These datasets are deemed and will remain hereafter proprietary information of the County, shall not be provided or assigned to other parties, and shall be afforded the full protection

- iii. The Offeror is prohibited from re-formatting, copying or further reproducing GIS digital data.
- iv. The County does not ensure the accuracy of these products. The County disclaims any and all liability or responsibility for any damage, injury, loss, claim or lawsuit arising from any error, inaccuracy or other problem. The Offeror by submitting its response to this RFP agrees to indemnify and hold harmless the County and its officials and employees, from any and all claims, liability damages, injuries and suits arising from the use of GIS data or maps by the Offeror, the Offeror's employees or assignees. The Offeror shall waive all warranties expressed or implied and will waive any right of claim for damages incidental, consequential or special, arising out of or in connection with the use of GIS data or maps.

O. Use of County Records and Maps

- i. Subject to schedules and procedures approved by the BOS, all maps, tax records, data and information in the possession of the Commissioner of the Revenue and GIS, pertaining to properties covered by these specifications will be made available to the Offeror.

GIS and property maps are a key tool for use in reassessments and PAS will request access and training in using any apps used by the county to access the county GIS and Land Records.

P. Offeror Personnel

- i. The Offeror must employ a sufficient number of qualified and experienced employees, including data entry personnel, at all times, to perform the work expeditiously on a timely and controlled basis.
- ii. The Offeror shall use, on the job, competent employees of good character and of adequate numbers to expeditiously perform the work required.
- iii. The Offeror's staff shall at all times be expected to display courtesy and professionalism in dealing with citizens, County staff, and members of the various Boards.
- iv. Employee of the Offeror is to be deemed an employee or agent of the County and is not entitled to any benefits from the County.

Q. Vehicles

- i. The Offeror shall furnish all vehicles used by the personnel of the Offeror in performance of duties herein described. The Offeror must ensure that all Offeror staff conducting County business have a valid driver's license and that all vehicles used for the purposes of this project are at least covered with valid liability auto insurance.
- ii. Vehicles must be identifiable by signs located on each side or in the front and back windows of said vehicle. The Offeror shall provide and use their own vehicle identification signs that meet the following requirements:
 - 1. Letters at least 2" high
 - 2. Contain the words "County Reassessment"
 - 3. **Variations are only as directed by the County.**
- iii. The Offeror shall provide and maintain a list with the following information regarding vehicles used during the reassessment:
 - 1. Tag number and State
 - 2. Vehicle description (color, make, model)
 - 3. Owner/primary driver.

R. Employees

i. The Offeror shall furnish to the County a list of Offeror employees who will be working on this project. For good cause, the County will have the right to request the Offeror to remove any employee from work on this project.

ii. All personnel at all times shall display a personal identification badge provided by the County.

S. Training and Instruction

i. The Offeror shall supply complete instruction and direction of all personnel connected with the reassessment. Offeror shall train field personnel, appraisers and clerical personnel employed by the Offeror to measure and list all properties.

T. Staffing

i. Project Manager

1. The Offeror shall have at least one Project Manager on site in the County at all times. The intent is to have a member of the Offeror's staff that is authorized to act on the Offeror's behalf available throughout the project.
2. The Project Manager will be approved by the County and will not be shifted, replaced or transferred to another job without written consent from the County.
3. The Project Manager will be present in the County eighty (80) percent or more of the time during the entire project excepting the first sixty (60) days.

For the 2023 Administrative Review it may not be necessary for the project manager to be present in the County 80% of the time. We will have the project manager present in the County to ensure the projects are completed in a timely fashion.

U. Field Personnel and Assessors

- i. All field personnel and Assessors shall display a personal identification badge provided by the County.
- ii. Once reassessment notices are mailed, the Offeror shall provide qualified assessment staff to answer citizen questions about the assessments. All call backs in response to voicemail messages must be made within one (1) working day. Answers to detailed phone calls must be made within two (2) working days.
- iii. An assessor shall be present at hearings upon the request of either the BOE or the County. Where possible, the assessor who worked in the area of the property being reviewed should be present.

V. Clerical Personnel

- i. All clerical personnel shall have at least a rudimentary experience with Microsoft Office products and how to answer phones. The Offeror shall provide general scripts so that the phone responses shall be consistent and informative.
- ii. The week the reassessment notices are mailed, the Offeror shall supplement the clerical staff in order to provide enough staff to answer calls and schedule hearings.
- iii. All call backs in response to voicemail messages must be made within one (1) working day.

W. Notification and Support of Values

i. Reassessment Notices

1. Upon the completion of assessment field work and assessment review,

notices of the new assessments will be prepared for all real property owners by the Offeror, subject to review by the County. BOS 2021, 05-19 p. 187/336

2. All field work, data entry, and final reviews by the Offeror must be complete by September 2022 in order to meet the reassessment notice mailing deadline of September 28, 2022.

X. Additional Staffing

- i. The first working day after notices are mailed, the Offeror shall provide additional qualified support staff to schedule hearings, appointments and answer questions.
- ii. The Offeror shall make every attempt to accommodate and resolve citizen concerns regarding any notice of change in assessment.
- iii. The Offeror shall log all calls and emails and track responses to such. These services shall be provided at least twice during the contract period.

All our projects include a hearings component. We are experienced in anticipating the need for additional staff to schedule hearings, make appointments, and answer citizen's questions. We will work with the County to "log" calls and emails in some digital fashion such as a shared document using the CAMRA or Microsoft products.

Y. Revisions and Notifications

- i. The Offeror shall complete any necessary revisions to the assessments before December 18, 2022 and December 18, 2024 with all hearing results notifications mailed to the property owner on or before December 21, 2022 and December 21, 2024, respectively.
- ii. The Offeror shall develop a list of codes to be used in the CAMRA application which will indicate the general results of a hearing or phone call on a specific date.
- iii. Within five (5) working days after a hearing, the Offeror shall make any necessary revisions in the CAMRA system and documenting the outcome of the hearing in the CAMRA system using a code and hearing date.
- iv. Within five (5) working days of a citizen call which results in a revision of the original mailed notice, the Offeror shall make the change in the CAMRA system and document the reason for the revision in the CAMRA system using a code and call date.
- v. The Offeror can mail hearing results notifications on a rolling basis once hearings have begun or as a single mailing sent on or before December 21, 2022 and December 21, 2024, respectively.
- vi. In the CAMRA application, the Offeror shall keep a log of all follow-up notices sent.
- vii. For at least a 4-week period following the final mailing of hearing results notifications, the Offeror shall provide a qualified employee to answer questions pertaining to hearing result notifications.

Z. Court Support

- i. The Offeror shall provide qualified appraisers to assist the County in the event of appeals of assessment(s) to the Courts. This service shall be provided at no additional cost to the County.

AA. Public Relations

- i. The Offeror shall work with the County, County IT personnel, and the County Liaison/Project Manager to provide a web presence during the Reassessment project. The content and design will be coordinated and approved by the County before publishing to the Internet.
- ii. The Offeror shall provide speakers, films, literature, and actual computer demonstrations for civic clubs and any other organizations with an interest in the

- reassessment, whenever the County requests, during the course of the contract.
- iii. The Offeror and employees shall endeavor to promote friendly relations with taxpayers and the general public.
 - iv. All press releases or other publicity proposed by the Offeror must be presented to the County Administration to acquire BOS approval before being released. Unless release is otherwise required by law, the Offeror shall not release any proposed values, reassessments, data, or any other information either acquired or in the possession of the Offeror to any person, firm or association unless approved in advance by the BOS. Any required releases must first be reported to the County Administrator.
 - i. Throughout the duration of this contract, the Public shall have access to current assessment data through the County's internet application, Virginia Mass Appraisal Network (VamaNet.) Once Reassessment Notices have been sent, the Public will be able to access a copy of the notice data through a reassessment version of VamaNet. Updates to VamaNet can be made nightly, periodically based on the schedule of hearing results notification, or once after all the hearing notifications have been sent. The Offeror shall specify their desired schedule of updates as part of their RFP response.

It has been our experience that public relations is a shared responsibility of both PAS and the County staff. PAS will make qualified speakers available upon request and PAS will not make any type of public release of reassessment information without the approval of the County.

BB. BOE Support

The Offeror shall furnish a qualified staff member (Offeror employee) to assist the County Board of Equalization (also referred to as the "BOE"), Assessor and the County and without limitation to assist with applicable to the requirements of Sections 58.1-3331, 3379 and 3984 of the Code of Virginia as amended. Said employee shall be present at each and every BOE meeting and until appeals from said BOE or to the Courts, arising within the statutory period, have been heard and resolved. This service shall be provided at no additional cost to the County.

31.GENERAL (ADMINISTRATIVE REVIEW) REASSESSMENT STATEMENT OF NEEDS

A. Time of Completion/Performance of Work

It is specifically agreed, and so declared, that time is of the essence in the performance of this contract. The Offeror shall carry on the project of reassessment as set forth in this contract, and shall complete and deliver said work on or before the dates specified in this document. Any anticipated adjustments to specified dates shall be stated in the proposal, or the Offeror shall be expected to adhere to the timetable referenced below unless changes are approved by the County.

Pearson's Appraisal Service, Inc. (PAS) proposes and agrees to conduct the first general reassessment with an effective date of January 1, 2023 by conducting an "administrative review" of all property and sales since January 1, 2021 utilizing the tools and products available by the County of Fluvanna. Specifically, all qualified and unqualified sales, building permit costs, GIS maps and any comparison reports available in the CAMRA will be used to complete the administrative review. Our project manager will work with the Commissioner of the Revenue to determine the best tools available to use in the review.

The Administrative Review will be conducted primarily in the office by BOS appraisers. All parcels with new construction permits will be visited and digital images will be captured. BOS 2021-05-19 p.189/336

B. Hearings

- i. The Offeror shall schedule, hold, and document informal hearings starting October 1, 2022 and ending in December 2022. An assessor shall be present at each hearing. Where possible, the assessor who worked in the area of the property being reviewed should be present.

PAS agrees to this schedule.

C. Timetable/Schedule

- i. The Offeror shall set forth a time table or schedule of work to be performed against which the County can measure contract progress. This timeline/schedule shall include the deliverables, work tasks, and associated dates applicable to each item. With the exclusion of those items where dates are specified, the timeline/schedule shall be mutually agreed upon by the Offeror and the County.

D. Start of Work

- i. The Offeror shall be prepared to begin the work to be performed under the contract after acceptance by the BOS, starting approximately January 1, 2022 although obtaining required personnel and other tasks may begin directly after award of the contract.
- ii. The Offeror may occupy the County-provided office space on or about February 15, 2022.

E. Field Work

- i. The Offeror shall provide a schedule of how data collection and field work across the County shall progress prior to beginning field work.
- ii. The Offeror shall complete all field work and review all assessments by September 19, 2022 in order to meet the reassessment notice mailing vendor's submission deadline of September 24, 2022.

F. New Construction Assessments

- i. The new construction assessments shall be delivered to the Commissioner of the Revenue on a monthly basis. New construction data entry shall be entered in accordance with the processes of the Office of the Commissioner of the Revenue. The Offeror shall conduct hearings.

G. New Construction and Partially Completed Construction

- i. The Offeror shall appraise buildings partially completed as their value based on the percentage of completion as of January 1, 2022.
- ii. All new construction completed between November 1, 2021 and December 31, 2021 and new construction partially completed as of January 1, 2023, shall be appraised at the finalized 2022 values and delivered to the Commissioner of the Revenue by the Offeror on or before January 10, 2023. This component of the project is not considered part of the final reassessment book value, but will be supplemental thereto and included as a part of the reassessment contract.
- iii. The Offeror shall conform to the same guidelines per the "Statement of Needs" stated hereto and herein. The dates for the Administrative Reassessment shall encompass all new construction permits dated on or after January 1, 2021. The Offeror shall complete the Administrative reassessment no later than
- iv. Pursuant to Section 58.1-3300 of the Code, the Offeror shall complete all reassessments in a timely manner, with the original signed Reassessment Land Books

to be delivered and filed with the Fluvanna County Circuit Court Clerk's Office by December 31, 2021 or signed copies and all other records to be delivered or returned to the Commissioner of the Revenue by December 31, 2022 or March 31, 2023, if extended pursuant to Section 58.1-3257 of the Code. The Offeror shall apply for a three-month extension of the reassessment process through March 31, 2023 at the request of the Fluvanna County Board of Supervisors (also sometimes referred to as the "BOS").

H. Document Deliverables

(a) The Offeror shall provide each document deliverable in electronic Microsoft Word format. The Offeror shall provide a list of Key Dates, suggested time delivery time frames, and number of bound copies required as part of the delivery. The Offeror shall be responsible for the cost associated with the production of bound copies.

PEARSON'S PROPOSED METHODOLOGY FOR THE ADMINISTRATIVE REVIEW

Project Planning

The reassessment project will begin after the contract is awarded with Pearson's Appraisal Services setting up the reassessment office and orientating both the Project Manager and Office Manager with County officials, including meeting members of the County's real estate and zoning offices. The county officials will be notified of the commencement of the reassessment review and will be provided information on project personnel, and vehicle identifications. Any other relative information needed by the County will be supplied upon request.

The Project Manager will begin working on-site within 30 days. We are familiar with the current database and we understand how values are calculated. We have evaluated the CAMRA software and we are experienced with the following components of the appraisal program: data fields for residential, commercial and industrial properties, land models, calculation models, codes, and neighborhood parameters.

Perform Market/Sales Data Analysis

Pearson's Appraisal Service, Inc. (PAS) will perform the appropriate comprehensive sales data analyses prior to the appraisal of any real property. Our analyses shall include qualified sales and transactions from the various classes of real property found in the County and shall take into account the difference in geographic areas. We will provide pertinent data regarding these transactions to the County and we will work with the County on the format of the report.

Cost Approach

Pearson's Appraisal Services would begin to research construction costs from examining building permits, talking with residential and commercial builders, and referencing the cost manual of Marshall & Swift. Should the 2023 Administrative Review reassessment need costs adjustments PAS will make those recommendations to

Comparable Sales

Property maps will be prepared by over-laying sales, prices, and dates of sales, zoning, and water and sewer lines. The appraiser will begin to review the sales and review the neighborhoods. The appraiser will be responsible for qualifying these sales and ensuring that the property data is correct.

Field Work/Data Collection

For the Administrative Review reassessment, tax data and sales will be reviewed in the office by qualified personnel. Any property needing a field visit will be flagged but we expect very few field visits during the 2023 reassessment.

All field personnel will have proper identification and will display signs on their cars which will read "County Reassessment" when visiting and inspecting properties. If the owner is present during the field inspection of their property, the appraiser will verify all interior data. No interior inspections will be made, unless specifically requested by the property owner. If the property owner is not at home, an owner-notification card, provided by the County, will be left for the property owner to complete and return to reassessment office.

Commercial Properties and Small Industrial Plants

For the Administrative Review reassessment, tax data and sales will be reviewed in the office by qualified personnel. Any property needing a field visit will be flagged but we expect very few field visits during the 2023 reassessment.

Properties that need an on-site review will be visited and a digital image captured.

Evaluation Review

Corrected data will be entered into the CAMRA system by data entry personnel and recalculated in the CAMRA system. It will be the responsibility of the Project Manager to report any problems with the CAMRA system. However, as a system check, Pearson's Appraisal Services will set up models for testing computer calculations. Manual calculations of these models will be made on some residential and commercial properties. If the value changes without a rate change, we will investigate to find the difference. Pearson's Appraisal Services will work closely with the County to correct any software problems.

All properties will then be reviewed by an appraiser to ensure that the data entered is accurate and correct, that the system is calculating correctly, and that the appraised value is consistent with market value.

Preliminary Evaluation

Upon completion of the appraisal field work, Pearson's Appraisal Services will

perform an analysis by neighborhood delineation, using 2021 and 2022 sales data. This will show the percent of the market and the COD for residential and commercial properties.

Edit reports will be generated to confirm that all new construction has been updated, and all properties have been appraised. Specific reports will include Acres Report/Deed Acreage Equals Appraisal, and Percentage of Increase.

Information Hearings

Pearson's Appraisal Services will work with the County to prepare the reassessment notice and to discuss the procedures for scheduling informal hearings.

The objective of these hearings is to:

- **List and note comments from the property owner**
- **Explain property data**
- **Explain the appraisal**
- **Show comparable property sales**

Based on the information obtained from the property owner, there may or may not be a change needed. If there is a question concerning physical data, an on-site inspection might be required.

A second notice will be sent for each property reviewed in a hearing. This notice will inform the property owner if there is a change or no change in their property assessment.

Formal Hearings

The Board of Equalization shall be conducted as needed. Pearson's will provide an experienced appraiser to attend the BOE hearings when requested.

Tentative Schedule with Project Chronology for Reassessment January 1, 2023

Task	Commencement
New Constructions Listed and Appraised	January 10, 2023
Set up reassessment office	February 2022
Insurance	February 2022
Personnel Qualifications and ID's	February 2022
Acquire MLS data on sales and active listings	February 2022
Review 2021 and 2022 Sales	February 2022
Review Construction Costs	March 2022
Certified by the VA Dept. of Taxation	March 2022
Present Sales Analysis Results	April 2022
Present Construction Cost Report	April 2022
Review with Commissioner of the Revenue	April 2022

Begin Property Administrative Review (3300 Monthly)	April 2022
Complete Field Work	September 19, 2022
Meet Quarterly or as needed Commissioner of Revenue and County Administrator	Ongoing
Quarterly Progress Reports	Ongoing
Data Entry (3300 Monthly)	April 2022
Assessor's Manual Complete and Delivered	July 2022
List, appraise, and deliver new construction to Commissioner of the Revenue	January 2022 and Ongoing
Administrative Review of Property Completed	August 2022
Review 2022 Sales and changes to reflect market value	August 2022
Data Entry Complete	August 2022
Review all building permits	August 2022
Final edits and value reviews	August 2022
Mail Notices Real Property and Mobile Homes	September 24, 2022
Begin Hearings	October 1, 2022
Complete Hearings	December 2022
Final Values on all property & data entry	December 18, 2022
Sign Reassessment Book	December 18, 2022
Results of Hearings	December 21, 2022
New Construction Complete	January 2023
Available to Assist the BOE	Hearings 2023

NOTE: Building permits will be listed and appraised and delivered monthly to the Commissioner of the Revenue

32. GENERAL REASSESSMENT STATEMENT OF NEEDS

A. Time of Completion/Performance of Work

- i. It is specifically agreed, and so declared, that time is of the essence in the performance of this contract. The Offeror shall carry on the project of reassessment as set forth in this contract, and shall complete and deliver said work on or before the dates specified in this document. Any anticipated adjustments to specified dates shall be stated in the proposal, or the Offeror shall be expected to adhere to the timetable referenced below unless changes are approved by the County.

B. Hearings

- i. The Offeror shall schedule, hold, and document informal hearings starting October 5, 2024 and ending in December 2024. An assessor shall be present at each hearing and

a member of the BOE may attend, as applicable. Where possible, the BOS 2021-05-19 p. 194/336 worked in the area of the property being reviewed should be present.

C. Timetable/Schedule

- i. The Offeror shall set forth a time table or schedule of work to be performed against which the County can measure contract progress. This timeline/schedule shall include the deliverables, work tasks, and associated dates applicable to each item. With the exclusion of those items where dates are specified, the timeline/schedule shall be mutually agreed upon by the Offeror and the County.

D. Start of Work

- i. The Offeror shall be prepared to begin the work to be performed under the contract, starting approximately January 1, 2024 although obtaining required personnel and other tasks may begin directly after award of the contract.
- ii. The Offeror may occupy the County-provided office space on or about February 15, 2024.

E. Field Work

- i. The Offeror shall provide a schedule of how data collection and field work across the County shall progress prior to beginning field work.
- b. The Offeror shall complete all field work and review all assessments by September 18, 2024 in order to meet the reassessment notice mailing vendor's submission deadline of September 25, 2024.

F. New Construction Assessments

- i. The new construction assessments shall be delivered to the Commissioner of the Revenue on a monthly basis. New construction data entry shall be entered in accordance with the processes of the Office of the Commissioner of the Revenue. The Offeror shall conduct hearings.

G. New Construction and Partially Completed Construction

- i. The Offeror shall appraise buildings partially completed as their value based on the percentage of completion as of January 1, 2022.
- ii. All new construction completed between November 1, 2024 and December 31, 2024 and new construction partially completed as of January 1, 2023, shall be appraised at the finalized 2022 values and delivered to the Commissioner of the Revenue by the Offeror on or before January 10, 2023. This component of the project is not considered part of the final reassessment book value, but will be supplemental thereto and included as a part of the reassessment contract.
- iii. The Offeror shall conform to the same guidelines per the "Statement of Needs" stated hereto and herein. The dates for the General Reassessment shall encompass all new construction permits dated on or after January 1, 2024. The Offeror shall complete the Administrative reassessment no later than
- iv. Pursuant to §58.1-3300 of the Code, the Offeror shall complete all reassessments in a timely manner, with the original signed Reassessment Land Books to be delivered and filed with the Fluvanna County Circuit Court Clerk and all signed copies and all other records to be delivered or returned to the Commissioner of the Revenue by December 31, 2024 or March 31, 2025, if extended pursuant to Section 58.1-3257 of the Code. The Offeror shall apply for a three-month extension of the reassessment process through March 31, 2025 at the request of the BOS.

H. Document Deliverables

The Offeror shall provide each document deliverable in electronic Microsoft Word format. Offeror shall provide a list of Key Dates, suggested time delivery time frames, and number of bound copies required as part of the delivery. The Offeror shall be responsible for the cost associated with the production of bound copies.

SAMPLE PROPOSED METHODOLOGY FOR 2025 REASSESSMENT

Project Planning

The reassessment contract will begin with Pearson's Appraisal Services setting up the reassessment office and orientating the Project Manager with County officials, including meeting members of the County's real estate and zoning offices. The Sheriff's department and town officials will be notified of the commencement of the reassessment and will be provided information on project personnel, and vehicle identifications. Any other relative information needed by the County will be supplied upon request. Insurance certificates will also be furnished.

The Project Manager will begin working on-site and will at that time begin an in-depth review of the County's current database. From completing recent projects, we are familiar with the present appraisal data and how it is used to calculate values. The Project Manager will review the CAMRA software's following components of the appraisal program: data fields for residential, commercial and industrial properties, land models, calculation models, codes, and neighborhood parameters.

Perform Market/Sales Data Analysis

Cost Approach

Pearson's Appraisal Services would begin to research construction costs from examining building permits, talking with residential and commercial builders, and referencing the cost manual of Marshall & Swift. Testing of new replacement costs and new rates for residential, manufactured housing, commercial and other improvements will be made. Depreciation tables will be produced and tested.

Comparable Sales

Property maps will be prepared by over-laying sales, prices, and dates of sales, zoning, and water and sewer lines. The appraiser will begin to review the sales and will review neighborhoods. The appraiser will be responsible for qualifying these sales and ensuring that the property data is correct. A digital picture will be taken from the street of all improved sales.

Income Approach

Commercial and apartment sales will be analyzed by comparable sales and through the income approach. Income, vacancies, and expenses will be used to determine capitalization rates for apartments and commercial buildings.

Calibrate Cost & Depreciation Tables

With the use of multiple regression analysis, the cost tables for residential buildings will be performed. MRA may be used for apartment and commercial buildings if there are a reasonable number of sales. A check of commercial sales will be analyzed against the cost schedules and depreciation tables. Land models and rates will be derived from land sales in each neighborhood.

Sales Data Analysis

With neighborhoods reviewed, and costs and depreciation are calibrated against sales and the income approach is applied for commercial properties a percent of market and a code for each neighborhood will be performed. All the various approaches used in the reappraisal process as well as land and building schedules will be documented in the property reassessment manual that will be prepared by Pearson's Appraisal Services and submitted to the Commissioner of Revenue for review and acceptance.

Field Work/Data Collection

In order to ensure an equitable reassessment, all field appraisers will review the newly developed schedules and reassessment manual. They will also be instructed, by the Project Manager, on the use of the County's CAMRA software.

Field work commencement and conclusion dates will be established. All field personnel will have proper identification and will display signs on their cars which will read "County Reassessment" when visiting and inspecting properties. If the owner is present during the field inspection of their property, the appraiser will verify all interior data. No interior inspections will be made, unless specifically requested by the property owner. If the property owner is not at home, an owner-notification card or door hanger will be left for the property owner to complete and return to reassessment office if additional information is needed.

All county parcel data will be loaded into our Complete Appraisal Process Solutions software or CAPS and we will use CAPS for necessary field reviews and to capture images of the improved parcel improvements.

Commercial Properties

Once review of the CAMRA software is made by the commercial appraiser—a certified General Real Estate Appraiser—commercial properties will be visited and inspected in the same manner as residential properties. Owners of managers of commercial properties will be interviewed for verification of existing data and measurements. A check for proper classification of each commercial property will be made and any additional information needed for performing an accurate appraisal will be obtained. A letter requesting income vacancy and expense data will be sent to all owners of improved income producing commercial properties. This letter will give the property owner the opportunity to supply income and expense data as outlined on our form letter. Vacant properties will be coded by zoning, utilities, and size. Adjustments will be made for topography, shape, access, frontage, and location. A digital picture will be taken of each commercial building.

Small industrial plants will be appraised in the same manner as commercial properties. All other property, including tax exempt properties and properties required by law to be appraised, will be appraised at market value using acceptable appraisal standards.

Evaluation Review

Corrected data will be entered into the CAMRA system by data entry personnel and recalculated in the CAMRA system. It will be the responsibility of the Project Supervisor to report any problems with the CAMRA system. However, as a system check, Pearson's Appraisal Services will set up models for testing computer calculations. Manual calculations of these models will be made on some residential and commercial properties. If the value changes without a rate change, we will investigate to find the difference. Pearson's Appraisal Services will work closely with the County to correct any software problems.

All properties will then be reviewed by an appraiser to ensure that the data entered is accurate and correct, that the system is calculating correctly, and that the appraised value is consistent with market value.

Preliminary Evaluation

Upon completion of the appraisal field work, Pearson's Appraisal Services will perform an analysis by neighborhood delineation, using 2021 and 2022 sales. This will show the percent of the market and the COD for residential and commercial properties.

Edit reports will be generated to confirm that all new construction has been updated, and all properties have been appraised. Specific reports will include Acres Report/Deed Acreage Equals Appraisal, and Percentage of Increase.

Information Hearings

Pearson's Appraisal Services will work with the County to prepare the reassessment notice and to discuss the procedures for scheduling informal hearings. Notices will be sent out and hearings completed on the agreed upon dates.

33. PROPOSAL FORMAT

- a. The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate. The following paragraphs provide guidelines to each Offeror for information to include in the proposal:
- B. **Cover Letter** - Provide a cover letter that confirms the Offeror's understanding of this Request for Proposal, a general understanding of the financing, an overview of the history and qualifications of the firm.
- C. **Qualifications** - Statement of qualifications and any additional information that the Offeror considers pertinent to its qualifications for the services and which respond fully to the Scope of Work described herein. "Additional Information" is defined as:
 - a. Certifications and/or Licenses to conduct services required by the Code of Virginia
 - b. Specify any additional individuals who will be assigned to the contract, the level of

their experience including credentials, related experience, training, and the personnel;

- c. Sample documents and/or reports, relating to the services
- D. **Overview** – The purpose of this section is to provide the County with an overview of the history, qualifications and abilities of the Offeror’s firm and for the Offeror to demonstrate the specific qualifications of the staff the Offeror will assign if selected. At a minimum, the proposal should:
 - a. Designate a County Liaison/Project Manager and indicate office location.
 - b. Include the organization chart, functional discipline, and responsibilities of team members. Organization chart depicting key personnel proposed for the contract by assigned area(s) of responsibility, corporate affiliation and job title. Include the name, qualifications, resumes and experience of the Project Manager proposed to handle this project. Include the same for additional personnel who may handle other aspects of the Reassessment.*
 - c. Project Approach and Specifications - The purpose of this section is to provide the County with the Offeror’s understanding and proposed approach to the project/provision of services and specification. The Offeror should discuss in detail the proposed management and project approach. The staffing of the Offeror’s firm and firm’s approach to ensure quality control and ability to meet turn-around times set forth herein.
 - d. Demonstrated History of Successful Projects - Discuss the Offeror’s ability to work in harmonious, non-adversarial relationships with the County and their agents. The personnel named in the proposal shall remain assigned to the project throughout the period of the contract unless requested to be replaced by the County. If the County requests an individual to be replaced (including any personnel of any sub-contractor), the Offeror shall do so within 30 days of the request, and without any additional charge to the County. No replacement may be made without submission of a resume of the proposed replacement for approval by the County.
 - e. **Other Requirements** - The proposal package shall include as a minimum:
 - i. The RFP document with any addenda acknowledgements filled out and signed as required (see attachments hereto).
 - ii. A detailed response to all requirements, general, specific, functional and technical as may be defined within this RFP.
 - iii. A sufficient description of the experience and knowledge base of the Offeror to show the Offeror’s capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the Offeror included in the proposal should include, but not necessarily be limited to, the following:
 - 1. A brief description of the history and mission of the Offeror, including the Offeror’s background and mission statement, the length of time the Offeror has been in business, a description of the Offeror’s organizational structure and a description of the Offeror’s customer make-up; **Please see our Company Profile**
 - 2. A statement of how long the Offeror has provided services similar to the Services requested herein; **Please see our Company Profile and Cover Letter**
 - 3. A general description of the Offeror’s experience and background in providing services similar to the Services requested herein; **Please see our Client List**
 - 4. Any other relevant information about the experience and knowledge

provided a narrative of our capabilities throughout the response and our client lists reflects our experience in all sizes of jurisdictions.

5. Resume of each key employee engaged in the services, including the roles of each and an overview of their previous experience with similar projects; and **Please see our Resumes Section**
6. Background Information including at minimum: most recent year's financials (prefer audited) and a disclosure of any past and pending litigation

Pearson's has no past or pending litigation to disclose. Financials will be provided if we are selected to complete the assessment projects. Pearson's has conducted business with Fluvanna County for the 2019 and 2021 reassessment projects.

- iv. Pricing Options- Include hourly and/or lump sum pricing for services and pricing of any optional services (with a clear indication that they are optional).
- v. Description of the typical assistance the Offeror will require of County staff, if any. The Offeror shall outline all additional responsibilities it expects the County to assume if different from those specified herein.
- f. Proposed Sub-Consultants - The Contractor shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-contractors shall be provided. By proposing such firm(s) or individuals, the Contractor assumes full liability for the sub-consultant's performance. The Contractor shall state the amount of previous work experience with the sub-consultant(s).
- g. Addenda: Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. By submitting a proposal Offerors certify that all information provided in response to this RFP is true and accurate.
- h. Any information thought to be relevant, should be provided as an appendix to the Proposal of the Offeror to this RFP. If publications are supplied by the Offeror to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference may be considered to have no reference material included in the additional documents.
- i. Representative Projects: This section of the Offeror's Proposal should list and describe representative clients currently served by Offeror for similar services, and especially projects for other Virginia agencies, localities, and public bodies. Include a project name and location, brief description of the project, description of the scope of services provided, and principal contact person. The Offeror must include a description of every project it has worked on in the last two (2) years for Virginia (including any department or agency thereof) or a Virginia public body such as a Virginia County or City.
- j. References: Provide the current name, address, and telephone number of at least five (5) references the Offeror has served either currently or in the past three (3) years; preferably 5 those where one or more of the project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference. All government clients in Virginia must be provided as references.
- k. Fee Proposal: Offeror shall identify a fee proposal for each reassessment based on the deliverables expected and outlined herein and in conjunction with the proposed timeline as stated in Section III of this RFP. Offerors shall also provide a fixed fee per parcel for new construction assessments. All fees shall be in the form of firm, fixed prices to remain in effect throughout the period of the contract. The Offeror shall also

include a firm, fixed price per parcel for all pictures taken of the property being assessed.

- I. **Cost and Effective Cost Control:** The County will consider cost for services in evaluating proposals. Demonstrated history of effective control of project costs and collection success and ability to accomplish work in a timely manner including:
 - i. Describe the Offeror’s cost control methodology especially as it relates to any optional services;
 - ii. Describe the approach for reducing costs;
 - iii. Describe your documentation, tracking and reporting system;
 - iv. Describe your program for quality control and time management; and
 - v. Overall benefits value as compared to pricing, project plans and other factors.
- m. **Timeline:** Offeror shall include with their proposal response, a monthly schedule in spreadsheet format for the work plan that addresses all activities listed in the Statement of Needs, commencing within ten (10) days of contract award. Offeror may amend the specific tasking to conform to their proposal and procedures, however, the format of the work plan/schedule shall cover all duties and responsibilities outlined in the Statement of Needs. Offeror shall provide current and planned workload schedule using the same format for both, for ease of evaluation.

E.Forms: All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.

- ii. Certificate of No Collusion
- iii. Offeror Statement
- iv. Proof of Authority to Transact Business in Virginia
- v. Vendor/Offeror Data Sheet
- F. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
- G. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. If necessary, the County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.
- H. **Incurred Expenses:** The County will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the County as a result of cancellation of this RFP or failure to be awarded a contract under this RFP.
- I. **Ownership of Proposals:** Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Freedom of Information Act. Any proprietary or trade secrets material submitted must be identified as such, and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret. The classification of an entire proposal document, individual pricing or total proposal prices is not acceptable and will result in rejection and return of the proposal.

34. SUBMITTAL INSTRUCTIONS

- A. **RFP Questions:** Address questions concerning this RFP to the Procurement Contact listed on page 1 of this RFP. Offerors shall submit any questions in writing. Written responses, including the questions, will be posted with the RFP. Questions will not be accepted after March 8, 2021.
- B. **Each Offeror must submit one (1) original hard copy, 3 copies, and one (1) electronic copy of its proposal on CD ROM, DVD, or USB flash drive/memory stick.**

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

35. EVALUATION CRITERIA

- A. An Evaluation Committee will evaluate the proposals using the following criteria.
 - i. Proven experience in providing similar reassessment services for other localities of similar size, scope, and complexity.
 - ii. Resumes, professional experience, and professional licensure of principal(s), project manager(s), and professional staff who will be working for Offeror in the provision of said services. Special attention shall be given as to the qualifications of the person Offeror proposes for appointment as the Professional Assessor for the County.
 - iii. Expertise, qualifications, and experience of the Offeror in providing and conducting reassessment services relevant to the County's requirements, to include qualifications of proposed staff.
 - iv. Approach to completing the reassessment services as specified in the Statement of Needs.
 - v. Proposed schedule for completion of all tasks outlined herein.
 - vi. Pricing and payment terms/structure
 - vii. The County will follow the evaluation and selection criteria described in this RFP. The County shall evaluate proposals intends to award the contract to the firm that makes the best proposal overall, with cost being a factor. The firm selected will be required to demonstrate its ability to provide the services required effectively with complete impartially and without any conflict of interest. The selection of a Successful Offeror shall be based on the following criteria:
 - 1. Costs (25 pts.)
 - 2. Responsiveness to the County's Goals (20 pts)
 - 3. Proposer qualifications, expertise and experience (35 pts.)
 - 4. Positive References (20pts.)
- b. The County may arrange for discussions with Offerors submitting Proposals for the purpose of obtaining additional information or clarification if needed.
- c. The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work.

- BOS 2021-05-10 p. 21/336
- d. The County reserves the right to make such additional investigations necessary to establish competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the County, the County reserves the right to reject the Proposal.
 - e. The County reserves the right to have any consultant(s) of its choosing serve on the evaluation committee or advise the evaluation committee with respect to responses to this RFP and information will be shared with any such consultant(s).

B. AWARD OF CONTRACT

The award(s) shall be based on the Offeror(s)' ability to meet all RFP requirements and the right is reserved to make the award to other than the lowest priced Offeror when it is in the best interest of the County and consistent with the Virginia Procurement Act, the County's Code, the County's Procurement Policies and Procedures and other applicable law. The provisions set forth herein are for contractual goods/services rendered to the County of Fluvanna, Virginia and this solicitation is done under Virginia Code Section 2.2-4302.2(A)(3) as a competitive negotiation for goods and/or nonprofessional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror(s) which, in its opinion, have made the best proposals and provides the best values, and shall award the contract to those offeror(s).

The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference as Appendix I. These provisions bind all Offerors. Further, the conditions and requirements of this RFP, including, but not limited to, County's General Terms, Conditions, and Instructions to Bidders and Contractors, are a material part of any contract awarded between the County and the successful Offeror(s).

Awards shall be made to as many Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County may award contracts to multiple Offerors and use their services for some or all of the services identified herein. The County may choose not to award a contract or Notice to Proceed for any or all of the service described herein.

IMPROVEMENT AND GENERAL PROPERTY DATA

Attic area & percent	Heat & air conditioning & percentage
Basement area & percentage	Identical unit count
Bath type and count	Insulation
Bedrooms count	Interior condition
Building Description	Interior wall finish
Building Percent complete	Occupancy type
Chimney type	Physical condition
Class type	Physical depreciation
Construction style	Plumbing fixtures
Dwelling unit count, including 1	Property & building sites
Economic obsolescence	Quality of construction
Effective year	Recent sales data
Exterior condition	Remarks
Exterior/Interior wall construction & percentage	Roof type & material
Fireplace opening count	Room count
Floor type	Section area
Foundation	Square Feet
Fuel type	Story count & height
Functional obsolescence	Year built
Landscape condition	Remarks
Neighborhood	Road access type
Topography	Utilities

The information below is intended to show the information that should be provided in the Assessors' Manual and is not intended to provide a format for the document.

The Assessors' Manual shall include, but is not limited to:

1. Summary of the principles and essentials of uniform property valuation and assessment.
2. Valuation of lots and parcels of land:
3. Explanation of land values, classes and grades, effect of current zoning and conditional zoning, and method by which determined.
4. Table of land adjustment types including standards for how each adjustment type is used.
5. Land value schedules, including a tax map index and depth/frontage tables (where applicable), and sample computations.
6. Land schedule applicable to small acreage tracts, especially those of twenty-five (25) acres or less, which have potential other than farm usage.
7. Home site and residual land per acre schedules with explanation of valuation method.
8. Examples of application of valuation of segments, lots, and parcels.
9. Valuation of Improvements:
 - a. Specifications and detailed schedules of reproduction costs on all types of houses, commercial properties, and special purpose buildings shall be in square foot increments.
 - b. Tables of base reproduction costs for residential, commercial and special purpose buildings as used in the County's CAMA application (Residential Square Foot rate and Grade tables) and examples of the associated computations.
 - c. Tables of additions and deductions from base reproduction costs to meet the requirements of the County as determined in consultation with the County.
 - d. Physical depreciation tables or age/life tables on all classes of buildings, including a consolidated rate percentage table.
 - e. Examples of application of building depreciation tables.
10. Functional and Economic Obsolescence
 - a. Standards for all classes of residential, commercial and industrial buildings; for over-improvement, under-improvement, location, out-of-business, and lack of functional utility.
 - b. Examples of the application of obsolescence.
11. Market Code Adjustments for Land and Improvements
 - a. Code Adjustment Tables with a standard for how each adjustment type can be used.
 - b. Examples of the application of adjustments.
12. Neighborhoods

- a. Neighborhoods tables with a standard for how neighborhood determination.
- b. Explanation of determining factors in creating the neighborhood such as common topography, zoning, subdivision, etc.
- c. Explanation of adjustments associated with those neighborhoods.

13. Commercial and Industrial

- a. Range of capitalization rates for the County where Income Approach to Value is used.
- b. Explanation of capitalization rates as applied in the County, and how developed and applied. Note: Although the Offeror may use Income Approach for initial valuation, the Offeror shall convert the final valuation to the valuation method used in the County's CAMA application.
- c. Schedules for commercial and industrial buildings, by components of construction. The Offeror shall also include a section or attachment showing the methodologies used to assess each commercial property which does not use standard schedules and tables.

14. Special Cost Schedules

- a. Schedules for including but not limited to metal buildings, grain bins, hog parlors, chicken houses, auto repair garages, trim shops, body shops, paint shops and underground fuel storage tanks, cell towers, and golf courses.
- b. Tables and Schedules showing additions or deductions from base prices in each residential, commercial, industrial, farm and special purpose building schedule. Every change from base specifications shall be recorded in the manual and in the County's CAMA application. Prices for various sizes and types of garages, fireplaces, sun porches, carports, patios, outbuildings, elevators or any improvement which does not fall within the base rate table shall be included in the pricing schedule.

15. Mobile home schedule that reflects market value.

16. Examples and Samples

- a. Assessment examples demonstrating use of the manual in appraising selected residences, farms, commercial and industrial buildings in the County. Samples should include how both land and improvement values are calculated.
- b. Samples of County's property record cards with an explanation of the use of these cards and the data contained herein.

17. The Offeror shall include a section or attachment showing the methodologies used to assess common elements. This information shall be ordered by subdivision.

Any other information, facts, or factors may be used in determining the fair market value in money of the real property to be appraised or required by applicable law to be included.

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 28 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.

Current Projects:**CLIENT LIST****CURRENT REAPPRAISALS UNDER PROGRESS FOR 2023**

Northampton County, NC
 Kathy S. Butler
 Interim Tax Administrator
 Northampton County, NC
 104 Thomas Bragg Street
 Jackson, NC 27845
 (252) 534-1309
 Kathy.butler@nhcnc.net
 22,500 Parcels

CURRENT REAPPRAISALS UNDER PROGRESS FOR 2022

Hoke County, NC
 Jennie Gibson
 Tax Assessor
 Tax Assessor's Office
 P.O. Box 1557
 Raeford, NC 28376
 (910) 875-8751
 Jgibson@hokecounty.org
 26,000 Parcels

Pasquotank County, NC
 Patrice Stewart
 Tax Administrator
 P.O. Box 586
 Elizabeth City, NC 27907
 (252) 338-5169
 Stewartp@co.pasquotank.nc.us
 22,000 Parcels

Westmoreland County, VA
 Carol Gawen
 Commissioner of the Revenue
 Commissioner of the Revenue's Office
 111 Polk Street
 P.O. Box 68
 Montross, VA 22520
 (804) 493-0113
 Cgawen@westmoreland-county.org

30,000 Parcels

Grayson County, VA
 Larry Bolt
 Commissioner of the Revenue
 Commissioner of the Revenue's Office
 129 Davis Street
 P.O. Box 126
 Independence, VA 24348
 (276) 773-2381
 lbolt@graysoncountyva.gov
 17,624 Parcels

Rockingham County, VA
 Dan Cullers
 Commissioner of the Revenue
 20 E. Gay Street
 Harrisonburg, VA 22802
 (540) 564-1132
 48,000 Parcels

Sussex County, VA
 Ellen Boone
 Commissioner of the Revenue
 Commissioner of the Revenue's Office
 P.O. Box 1398
 Sussex, VA 23884
 (434) 246-1022
 e.boone@sussexcountyva.gov
 9,600 Parcels

Jones County, NC
 Rachel Shaver
 Tax Administrator/Assessor
 418 Hwy 58 N.,
 Trenton, NC 28585
 (252) 448-2546
 rshaver@jonescountync.gov
 9,500 Parcels

Charles City County, VA
 Denise B. Smith
 Commissioner of the Revenue
 Commissioner of the Revenue's Office
 P.O. Box 7
 Charles City, VA 23030
 dsmith@co.charles-city.va.us

(804) 652-2161
6,700 Parcels

CURRENT REAPPRAISALS UNDER PROGRESS FOR 2021

Greene County, NC
Becky R. Sutton
Tax Administrator
229 Kingold Blvd., Suite B
Snow Hill, NC 28580
Becky.sutton@greencountync.gov
(252) 747-3615
14,000 Parcels

Fluvanna County, VA
Andrew M. Sheridan, Jr.
Commissioner of the Revenue
Fluvanna County Commissioner of the Revenue Office
P.O. Box 124
Palmyra, VA 22963
Msheridan@co.fluvanna.va.us
(434) 591-1940
16,400 Parcels

Washington County, VA
Dr. Mark J. Matney
Commissioner of the Revenue
Washington County Commissioner of the Revenue Office
1 Government Center Place
Suite C
Abingdon, VA 24210
Mmatney@washcova.com
(276) 676-6501
39,500 Parcels

City of Buena Vista, VA
Mar Vita Flint
Commissioner of the Revenue
Commissioner of the Revenue's Office
2039 Sycamore Avenue
Buena Vista, VA 24416
Commissioner@bvcity.org
(540) 261-8611
3,500 Parcels

City of Winchester, VA

Celeste Broadstreet
 Financial Services Director/Real Estate Administrator
 15 North Cameron Street
 Winchester, VA 22601
 Celeste.Broadstreet@winchesterva.gov
 (540) 667-2048
 10,000 Parcels

Person County, NC
 Philip Christy
 Appraisal Manager
 P.O. Box 1116
 Roxboro, NC 27573
 pchristy@personcountync.gov
 (336) 597-1721
 27,500 Parcels

Greene County, VA
 Larry Snow
 Commissioner of the Revenue
 Commissioner of the Revenue's Office
 P.O. Box 438
 Stanardsville, VA 22973
 Lsnow@gcva.us
 (434) 985-5211
 12,000 Parcels

**CONTRACTED JOBS WITH COUNTIES NOT CURRENTLY COMPLETING
 REVALUATIONS**

Hertford County, NC
 Listing New Construction and Data Conversion
 Sandy Brock
 Tax Assessor
 Tax Assessor's Office
 PO Box 526
 Winton, NC 27986
 Sandy.brock@hertfordcountync.gov
 (252) 358-7810

Northampton County, NC
 Listing New Construction effective for tax year 2020
 Kathy Butler
 Interim Tax Administrator
 104 Thomas Bragg Drive
 Jackson, NC 27845
 Kathy.butler@nhcnc.net
 (252) 534-1309

Duplin County, NC
Assisting with the 2022 Revaluation
Gary M. Rose
Duplin County Tax Administrator
P.O. Box 968
Kenansville, NC 28349
Garyr@duplincountync.com
(910) 296-2110

Greene County, VA
Listing New Construction
Larry V. Snow
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 438
Stanardsville, VA 22973
(434) 985-5211

Fluvanna County, VA
Listing New Construction
Andrew M. "Mel" Sheridan Jr.
Commissioner of the Revenue
P.O. Box 124
Palmyra, VA 22963
msheridan@co.fluvanna.va.us
(434) 591-1940

Nottoway County, VA
Listing New Construction
Christy A. Hudson
Commissioner of the Revenue
P.O. Box 5
Nottoway, VA 23955
chudson@nottoway.org
(434) 645-9317

Amelia County, VA
Listing New Construction
Taylor Harvie III
Amelia County Administrator
P.O. Box A
Amelia, VA 23002
Taylor.harvie@ameliacova.com
(804) 561-3039

Washington County, VA

Listing New Construction
Dr, Mark J. Matney
1 Government Center Place, Suite C
Abingdon VA, 24210
(276) 676-6501
mmatney@washcova.com

Charlotte County, VA
Listing New Construction
Naisha P. Carter
Commissioner of the Revenue
P.O. Box 308
Charlotte Court House, VA 23923
(434) 542-5564
ncarter@charlottecountyva.gov

References

Cumberland County, VA
Julie A. Phillips, MCR
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 77
Cumberland, VA 23040
Jphillips@cumberlandcounty.virginia.gov
(804) 492-4280
10,000 Parcels

City of Norton, VA
Judy Miller
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 347
Norton, VA 24273
Judym@nortonva.org
(276) 679-0031
2,700 Parcels

City of Emporia, VA
Joyce Prince
Commissioner of the Revenue
Commissioner of the Revenue's Office
P.O. Box 956
Emporia, VA 23847
J.prince.cor@ci.emporia.va.us
(434) 634-5405
2,500 Parcels

Giles County, VA
Lisa J. Corell
Commissioner of the Revenue
Commissioner of the Revenue's Office
130 N. Main Street
Pearisburg, VA 24134
Lcorell@gilescounty.org
(540) 921-3321
15,000 Parcels

Smyth County, VA
Jeff Richardson
Commissioner of the Revenue
Commissioner of Revenue's Office
109 West Main Street, Suite G011

Marion, VA 24354
Commissioner@smythcounty.org
(276) 782-4040 x1
22,000 Parcels

Bland County, VA
Cindy Wright
Commissioner of the Revenue
Commissioner of the Revenue's Office
612 Main Street, Suite 102
Bland, VA 24315
Cwright@bland.org
(276) 688-4291
7,500 Parcels

Greensville County, VA
Martha S. Swenson
Commissioner of the Revenue
Commissioner of the Revenue's Office
1781 Greensville County Circle, Room 132
Emporia, Virginia 23847
Miss.cor@greensvillecountyva.gov
(434) 348-4227
7,500 Parcels

COST PROPOSAL FOR REASSESSMENT SERVICES

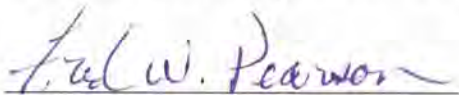
Ms. Cyndi Toler, Purchasing Officer
County of Fluvanna
132 Main Street
P. O. Box 540
Palmyra, VA 22963

Dear Ms. Toler:

I am pleased to submit the following proposal cost to conduct reassessment services:

- Cost: 2021 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2022 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2023 "Administrative Review Reassessment" \$8.75 per parcel x estimated 16,400 parcels
\$143,500.00
- Cost: 2023 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2024 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2025 General Reassessment \$ 14.00 per parcel for on-site review and digital images \$229,000.00

Any parcels over the estimated parcel count of 16,328 will be charged at the same rate should the total count be less than 16,328 only the number of parcels appraised will be invoiced.



Fred W. Pearson, Co-Owner
Pearson's Appraisal Service, Inc.
PO Box 36404
Richmond, VA 23235
888-573-2776

February 15, 2021

Cost and Effective Cost Control Statement:

Pearson's Appraisal Service, Inc. has provided assessment services for almost forty (40) years and during that time we feel we have achieved the most timely and cost-effective method of conducting reassessments.

Any reduction in cost would involve the County taking on additional responsibilities.

Our stated prices are for the term of the projects.

Project Timeline in Spreadsheet Form Attached

Tentative Schedule with Project Chronology for Reassessment January 1, 2023

Task	Commencement
New Constructions Listed and Appraised	10-Jan-23
Set up reassessment office	Feb-22
Insurance	Feb-22
Personnel Qualifications and ID's	Feb-22
Acquire MLS data on sales and active listings	Feb-22
Review 1/1/2021 to 3/31/2022 Sales	Feb-22
Review Construction Costs	Mar-22
Certified by the VA Dept. of Taxation	Mar-22
Present Sales Analysis Results	Apr-22
Present Construction Cost Report	Apr-22
Review with Commissioner of the Revenue	Apr-22
Begin Property Administrative Review (3300 Monthly)	Apr-22
Complete Field Work	19-Sep-22
Meet Quarterly or as needed Commissioner of Revenue and County Administrator	Ongoing
Quarterly Progress Reports	Ongoing
Data Entry (3300 Monthly)	Apr-22
Assessor's Manual Complete and Delivered	Jul-22
List, appraise, and deliver new construction to Commissioner of the Revenue	January 2022 and Ongoing
Administrative Review of Property Completed	Aug-22
Review 2022 Sales and changes to reflect market value	Aug-22
Data Entry Complete	Aug-22

Review all building permits
Final edits and value reviews

Aug-22
Aug-22

Mail Notices Real Property and Mobile Homes
Begin Hearings

24-Sep-22
1-Oct-22
Dec-22

Complete Hearings
Final Values on all property & data entry
Sign Reassessment Book
Results of Hearings
New Construction Complete
Available to Assist the BOE

18-Dec-22
18-Dec-22
21-Dec-22
Jan-23
Hearings 2023

NOTE: Building permits will be listed and appraised and delivered monthly to the Commissioner of the Revenue

Schedule for 2025 General Reassessment to be developed with Commissioner of the Revenue

Clarifications of Project Responsibilities			
County	Fluvanna	Effective Date	2023 and 2025
# Parcels	16,328	Begin Date	1/1/2022
% of Market	100%	Completion Date	Multi
Contact Name	Cyndi Toler	Cycle in Years	2
Contact Title	Purchasing Specialist	Existing CAMA system:	CAMRA
Contact Email	434-591-1930 ext. 1124	Board of Assessors?	Professional Assessor
Requirements per RFP	DUE February 23, 2021 2:00 PM	GIS?	Yes
Task	County	Pearson	Additional Notes
Clerical		X	
Data Entry		X	
PRC's	X		Prefer Electronic Data
Office Space	X		Available 2/15/2022
Office Supplies	X		
Telephone/Internet	X		
Printing Expenses	X		
Computer Hardware	X		
Zoning		X	Verify
Insurance		X	
Public Relations	X	X	Joint
New Construction		X	Separate Pricing
Administrative Office Review		X	2023 Review In Office
On-Site Visit w/images		X	2025 General Reassessment
Mobile Homes		X	Includes Personal Property
Door Hangers/Owner Notification Cards		X	As needed with log
Digital Photos		X	
Market Analysis/Sales Study		X	
Construction Cost Analysis		X	
Income Approach		X	
Appraiser Manual		X	Update Current Manual
Land Use	X	X	
Review Zoning		X	
Informal Appeals		X	
Prepare Notices	X		
Postage	X	X	PAS remailings only
Land Book		X	
BOE Appeals	X	X	
Clerical for BOE	X		
Court Appeals	X	X	
Status Reports		X	Quarterly
Cell Towers		X	
Mineral Rights & Timber		X	

VENDOR DATA SHEET

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

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

2. Vendor's Primary Contact:

Name: Fred W. Pearson Phone: 804-564-9393

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

40 Years 1 Months

4. Vendor Information:

FIN or FEI Number: 54-11511204 If Company, Corporation, or Partnership

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

Company: <u>City of Winchester, VA</u>	Contact: <u>Celeste Broadstreet</u>
Phone: <u>540-667-1815 ext. 1378</u>	Email: <u>Celeste.broadstreet@winchesterva.gov</u>
Dates of Service: <u>Apr. 1 2020/ Feb. 2021</u>	\$\$ Value: <u>160,590.00</u>

Company: <u>Washington County, VA</u>	Contact: <u>George Price</u>
Phone: <u>276-676-6504</u>	Email: <u>gprice@washcova.com</u>
Dates of Service: <u>January 2020/ Jan. 2021</u>	\$\$ Value: <u>482,086.50</u>

Company: <u>Greene County, VA</u>	Contact: <u>Larry Snow</u>
Phone: <u>434-985-5211</u>	Email: <u>lsnow@gcva.us</u>
Dates of Service: <u>September 2020/ Feb. 2021</u>	\$\$ Value: <u>55,000</u>

Company: <u>Cumberland County VA</u>	Contact: <u>Juli Phillips</u>
Phone: <u>804-492-4280</u>	Email: <u>jphillips@cumberlandcounty.virginia.gov</u>
Dates of Service: <u>September 2018/ Dec. 2019</u>	\$\$ Value: <u>128,008.80</u>

I certify the accuracy of this information.

Signed: Fred W. Pearson Title: Co-Owner Date: 2-18-2021
 February 19, 2021

PLEASE RETURN THIS PAGE WITH BID SUBMISSION- (Attachment A)

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Article IV.2-4311.2 have been met.

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

A. xxx Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is 02219228.

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

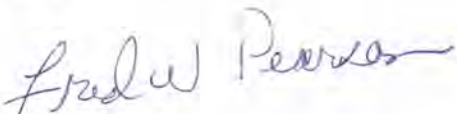
C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

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

Legal Name of Offeror/Bidder

Date 2/19/2021

Authorized Signature 

Print or Type Name and Title Fred W. Pearson, Co-Owner

PLEASE RETURN THIS PAGE WITH BID SUBMISSION (Attachment B)

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of Pearson's Appraisal Service, Inc, does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

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

Fred W. Pearson
Signature of Company Representative

Pearson's Appraisal Service, Inc
Name of Company

2/19/2021
Date

ACKNOWLEDGEMENT

STATE OF VIRGINIA
FLUVANNA COUNTY, to wit:

The foregoing Certification of No Collusion bearing the signature of Daiyonna Smith and dated 2-18-2021 was subscribed and sworn to before the undersigned notary public by Fred Pearson on February 18, 2021.

Daiyonna Smith
Notary Public

My commission expires: 10/31/2021

CODE OF VIRGINIA

& 18.2-498.4. Duty to provide certified statement:

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

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

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

PLEASE RETURN THIS PAGE WITH BID SUBMISSION- (Attachment C)

DAIYONNA MICHELLE SMITH
NOTARY PUBLIC
REGISTRATION # 7743405
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
10-31-2021



OFFEROR STATEMENT

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

Fred W. Pearson, Co-Owner

Type or Print Name & Title of Authorized Person

Fred W. Pearson

Signature of Authorized Person Submitting This Bid

2/19/2021

Date

SUBSCRIBED AND SWORN to before me by the above named

Fred Pearson on the 18th day of February ~~2013~~ ^{PS} 2021

Daiyonna Smith

Notary Public in and for the State of Virginia

My commission expires: 10/31/2021

PLEASE RETURN THIS PAGE WITH BID SUBMISSION- (Attachment D)

DAIYONNA MICHELLE SMITH
NOTARY PUBLIC
REGISTRATION # 7743405
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
10-31-2021





COUNTY OF FLUVANNA, VIRGINIA
REQUEST FOR PROPOSALS (RFP) #2021-03
GENERAL REASSESSMENT SERVICES OF REAL PROPERTY

ADDENDUM # 1:

Reference – Request for Proposal: RFP #2021-03
 Title of Request for Proposal: GENERAL REASSESSMENT SERVICES OF REAL PROPERTY
 Issue Date: February 5, 2020
 Bid Due Date and Time: February 23, 2020 at 2 p.m. EST

The above RFP #2021-03 is hereby amended and modified as follows:

1. Page 21, Section 34.A shall be changed to read:

RFP Questions: Address questions concerning this RFP to the Procurement Contact listed on page 1 of this RFP. Offerors shall submit any questions in writing. Written responses, including the questions, will be posted with the RFP. Questions will not be accepted after 5 p.m. on February 11, 2021.

2. The following are clarifications from questions received:

- a. What was the pricing structure pertaining to the last awarded contract for the dual part (both years) General Reassessment in Fluvanna County?

- i. Please see attached section entitled "Compensation" being an excerpt of the Contract between the County and contractor for reassessment services and page 6 of Exhibit 2 (defined as the "Response" in such contract) to the such contract. The prior contract was approved by the Fluvanna County Board of Supervisors on 2/7/18.

- ii. If you wish to see the full contract for reassessment services or request other records of the County, then you will need to submit a Freedom of Information Act Request. There may be a reasonable charge to you for responding to the same. There is a request form online available at: <https://www.fluvannacounty.org/administration/webform/form-18-virginia-freedom-information-act-vfoia-request-records-webform>. To request records from The County of Fluvanna Administration Department, or if you are uncertain from whom you should request records, please contact:

Kelly Belanger Harris,

Phone: (434) 591-1910

Fax: 434-591-1911

U.S. Mail: FOIA Request, Attn: County Administration, PO Box 540, Palmyra, VA 22963

In Person: 132 Main Street, Palmyra, VA 22963, County Administration Office, 3rd Floor of the County Administration Building

“2019 Reassessment”. Those portions of the Services related to or required for the 2021 General Reassessment are sometimes referred to herein as the “2021 Reassessment”.

II. COMPENSATION: In accordance with that “Cost Proposal for Reassessment Services” being page 6 of the Response the Contractor will be paid as follows:

For any first-time assessments of new construction in years 2017 to 2020 – \$32.00 per parcel;

For that 2019 Administrative Review Reassessment – \$8.75 per parcel; and

For that 2021 General Reassessment (including on-site review and digital images) – \$13.00 per parcel.

The Contractor shall invoice the County annually for any first-time assessments of new construction services provided in the prior calendar year on or after the 1st of January each year during the Contract term (with the first invoice to be on or after January, 2019) after the Completion Date of such services. The Contract Term shall begin on the date this Contract is signed by the County and shall terminate when all Services have been provided unless earlier terminated by the County as permitted hereunder.

The Contractor shall invoice the County for those Services related to the 2019 Reassessment after the Completion Date of such 2019 Reassessment Services.

The Contractor shall invoice the County for those Services related to the 2021 Reassessment only after the Completion Date of all Services required under this Contract (including without limitation those Services related to the 2021 Reassessment). It is specifically understood that the final payment under this Contract for those Services relating to the 2021 Reassessment shall not be due or owing until all Services required under this Contract has been completed in full compliance with this Contract, the County’s General Terms, the Response and the RFP to the sole satisfaction of the County.

Payments shall be due within forty-five (45) days of receipt of a valid invoice by the County. All such payments shall be made in accordance with Section 47 “Payment” of the General Terms. The date that all Services, or portions thereof if so specified above, are completed in full compliance with this Contract, the County’s General Terms, the Response and the RFP to the sole satisfaction of the County is the “**Completion Date**”

III. OTHER CONTRACT TERMS: The County’s General Terms are specifically made a part hereof and incorporated herein by reference. In the event of a direct conflict, this Contract shall control over any exhibit hereto. Whenever possible this Contract and all exhibits shall be read together. The order of precedence for the exhibits is as follows: (i) County’s General Terms; (ii) Response; and (iii) RFP. With (i) controlling over (ii) and (iii) in the event of a direct conflict, and so forth.

COST PROPOSAL FOR REASSESSMENT SERVICES

Ms. Cyndi Toler, Purchasing Officer
County of Fluvanna
132 Main Street
P. O. Box 540
Palmyra, VA 22963

Dear Ms. Toler:

I am pleased to submit the following proposal cost to conduct reassessment services:

- Cost: 2017 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2018 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2019 "Administrative Review Reassessment" \$8.75 per parcel x estimated 16,400 parcels
\$143,500.00
- Cost: 2019 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2020 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2021 General Reassessment \$ 13.00 per parcel for on-site review and digital images

Any parcels over the estimated parcel count of 16,312 will be charged at the same rate should the total count be less than 16,312 only the number of parcels appraised will be invoiced.

Fred W. Pearson, Co-Owner
Pearson's Appraisal Service, Inc.
PO Box 36404
Richmond, VA 23235
888-573-2776

December 19, 2017

Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

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

Name of Firm: Pearson's Appraisal Service, Inc

BY: Fred W. Pearson
Signature of duly authorized representative

Title: Co-Owner

Date: _____



**COUNTY OF FLUVANNA, VIRGINIA
REQUEST FOR PROPOSALS (RFP) #2021-03
GENERAL REASSESSMENT SERVICES OF REAL PROPERTY**

ADDENDUM # 2:

Reference – Request for Proposal: RFP #2021-03
Title of Request for Proposal: GENERAL REASSESSMENT SERVICES OF REAL PROPERTY
Issue Date: February 11, 2020
Bid Due Date and Time: February 23, 2020 at 2 p.m. EST

The above RFP #2021-03 is hereby amended and modified as follows:

1. The following are clarifications from questions received:
 - a. Is registration in SAM required for submission of this proposal or qualifying for the award?
 - i. Fluvanna County does not use The System for Award Management (SAM), an official website of the U.S. government.
 - b. Can we provide only commercial clients as references?
 - i. Fluvanna County welcomes any type of relevant business references. However, please note that ALL government clients in Virginia must be provided as references.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

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

Name of Firm: Pearson's Appraisal Service, Inc

BY: Fred W. Pearson
Signature of duly authorized representative

Title: Co - Owner

Date: _____



**COUNTY OF FLUVANNA, VIRGINIA
REQUEST FOR PROPOSALS (RFP) #2021-03
GENERAL REASSESSMENT SERVICES OF REAL PROPERTY**

ADDENDUM # 3:

Reference – Request for Proposal: RFP #2021-03
Title of Request for Proposal: GENERAL REASSESSMENT SERVICES OF REAL PROPERTY
Issue Date: February 17, 2020
Bid Due Date and Time: March 9, 2020 at 2 p.m. EST (per this addendum #3)

The above RFP #2021-03 is hereby amended and modified as follows:

1. Page 1, Due Date shall be changed to “March 9, 2021 @ 2:00 p.m. local prevailing time”; the first line on page 1 shall be changed to read:

All sealed proposals shall be turned in no later 2:00 p.m. EST, 9th day, March, 2021.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

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

Name of Firm: Pearson's Appraisal Service Inc

BY: Fred W Pearson
Signature of duly authorized representative

Title: CO - OWNER

Date: 2-22-2021

COST PROPOSAL FOR REASSESSMENT SERVICES

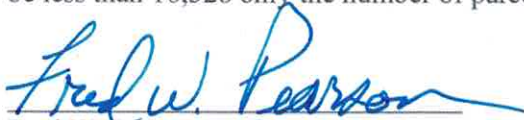
Ms. Cyndi Toler, Purchasing Officer
County of Fluvanna
132 Main Street
P. O. Box 540
Palmyra, VA 22963

Dear Ms. Toler:

I am pleased to submit the following proposal cost to conduct reassessment services:

- Cost: 2021 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2022 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2023 "Administrative Review Reassessment" \$8.75 per parcel x estimated 16,400 parcels
\$143,500.00
- Cost: 2023 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2024 \$32.00 per parcel for new construction (estimated 400 permits) Total \$12,800.00
- Cost: 2025 General Reassessment \$ 13.50 per parcel for on-site review and digital images \$221,400.00

Any parcels over the estimated parcel count of 16,328 will be charged at the same rate should the total count be less than 16,328 only the number of parcels appraised will be invoiced.



Fred W. Pearson, Co-Owner
Pearson's Appraisal Service, Inc.
PO Box 36404
Richmond, VA 23235
888-573-2776

February 15, 2021

Tentative Schedule with Project Chronology for Reassessment January 1, 2023

Task	Commencement
New Constructions Listed and Appraised	10-Jan-23
Set up reassessment office	Feb-22
Insurance	Feb-22
Personnel Qualifications and ID's	Feb-22
Acquire MLS data on sales and active listings	Feb-22
Review 1/1/2021 to 3/31/2022 Sales	Feb-22
Review Construction Costs	Mar-22
Certified by the VA Dept. of Taxation	Mar-22
Present Sales Analysis Results	Apr-22
Present Construction Cost Report	Apr-22
Review with Commissioner of the Revenue	Apr-22
Begin Property Administrative Review (3300 Monthly)	Apr-22
Complete Field Work	19-Sep-22
Meet Quarterly or as needed Commissioner of Revenue and County Administrator	Ongoing
Quarterly Progress Reports	Ongoing
Data Entry (3300 Monthly)	Apr-22
Assessor's Manual Complete and Delivered	
	Jul-22
List, appraise, and deliver new construction to Commissioner of the Revenue	January 2022 and Ongoing
Administrative Review of Property Completed	Aug-22
Review 2022 Sales and changes to reflect market value	
	Aug-22
Data Entry Complete	Aug-22

Review all building permits	Aug-22
Final edits and value reviews	Aug-22
Mail Notices Real Property and Mobile Homes	24-Sep-22
Begin Hearings	1-Oct-22
	Dec-22
Complete Hearings	
Final Values on all property & data entry	18-Dec-22
Sign Reassessment Book	18-Dec-22
Results of Hearings	21-Dec-22
New Construction Complete	Jan-23
Available to Assist the BOE	Hearings 2023

NOTE: Building permits will be listed and appraised and delivered monthly to the Commissioner of the Revenue

Schedule for 2025 General Reassessment to be developed with Commissioner of the Revenue

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

TAB F

MEETING DATE:	May 19, 2021				
AGENDA TITLE:	Waiver to Administer an Existing Split Precinct				
MOTION(s):	I move the Board of Supervisors authorize Joyce Pace, General Registrar, to complete the procedures required by the Virginia Department of Elections for requesting the “Waiver to Administer an Existing Split Precinct” application for the November 2021 election.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Joyce Pace, General Registrar				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	<p>The Code of Virginia, 24.2-307, requires the elimination of split precincts for elections held in November, 2021 and all subsequent elections. Fluvanna has two split House of Delegate precincts, Columbia and Fork Union, and one split State Senate precinct, Cunningham.</p> <p>Under the provisions of 24.2-307, localities are required to comply with the following:</p> <p style="padding-left: 40px;"><i>Each precinct shall be wholly contained within a single congressional district, Senate district, House of Delegates district, and election district used for the election of one or more members of the governing body or school board for the county or city. In each year ending in one, the governing body of each county and city shall establish the precinct boundaries to be consistent with any congressional district, Senate district, House of Delegates district, and local election district that was adopted by the appropriate authority by June 15 of that year. If congressional districts, Senate districts, House of Delegates districts, or local election districts have not been adopted by the appropriate authority by June 15 of a year ending in one, the governing body may use the congressional districts, Senate districts, House of Delegates districts, or local election districts as such districts existed on June 15 of that year as the basis for establishing the precinct boundaries to be used for the elections to be held in November of that year. Such governing body shall establish precinct boundaries to be consistent with any subsequent changes to the congressional districts, Senate districts, House of Delegates districts, or local</i></p>				

	<p><i>election districts. If a governing body is unable to establish a precinct with the minimum number of registered voters without splitting the precinct between two or more congressional districts, Senate districts, House of Delegates districts, or local election districts, it shall apply to the State Board for a waiver to administer a split precinct. The State Board may grant the waiver or direct the governing body to establish a precinct with fewer than the minimum number of registered voters as permitted by § 24.2-309. A governing body granted a waiver to administer a split precinct or directed to establish a precinct with fewer than the minimum number of registered voters may use such a precinct for any election held that year.</i></p> <p>With the delay in redistricting, it would be beneficial for the Board of Supervisors to give serious consideration to completing the procedures required for requesting the “Waiver to Administer an Existing Split Precinct” application for this November’s election.</p> <p>The Department of Elections requires a copy of the minutes from a Board of Supervisors meeting, in which the governing body formally requests a waiver until such a time as redistricting can be completed.</p>				
FISCAL IMPACT:	None				
POLICY IMPACT:					
LEGISLATIVE HISTORY:	Virginia Code Section 24.2-307				
ENCLOSURES:	Official Advisory from the Department of Elections				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



★ VIRGINIA ★
DEPARTMENT *of* ELECTIONS

Official ELECT Advisory

DATE: May 6, 2021

SUBJECT: Waiver to Administer an Existing Split Precinct

WHY THIS IS NEEDED: The Code of Virginia § [24.2-307](#) requires the elimination of split precincts for elections held in November, 2021 and all subsequent elections.

HOW THIS AFFECTS YOU: The governing bodies of localities are required to establish precincts that are wholly contained within a single congressional district, Senate district, House of Delegates district, and local election district. If a governing body is unable to establish a precinct with the minimum number of registered voters without splitting the precinct, it may apply for a waiver. Additionally, if precinct boundaries that are consistent with any Congressional district, Senate district, House of Delegates district, and local election district that will be adopted by the appropriate authority, cannot be established before the 60 day precinct change prohibition pursuant to § [24.2-306](#), a governing body may request a waiver.

ACTIONS NEEDED: As delegated by the State Board of Elections on March 31, 2021, ELECT has created a simple waiver application for localities to request to administer a split precinct(s), which the governing body **must** approve to apply for.

Once approved by the governing body, a general registrar can fill out the waiver application and attach the governing body's meeting minutes or resolution. A locality may only administer a split precinct for elections held in the year the waiver is granted.

The waiver application can be accessed here: (<https://fs28.formsite.com/vaelect/SplitWaiver/index.html>).

CONTACT: **For technical matters:**

Submit questions via JIRA ticket to the System Support Team

For all other matters:


Regions 1 & 3 (Tidewater & North Central) Zakia Williams:
Zakia.Williams@elections.virginia.gov; (804) 864-8954

Regions 2 & 5 (South Central & Northern) Taylor Melton:
Taylor.Melton@elections.virginia.gov; (804) 593-2274

Region 6 (Western) Garry Ellis:
Garry.Ellis@elections.virginia.gov; (804) 864-8910

Regions 4 & 7 (Southwest & Southern) Tanya Pruett:
Tanya.Pruett@elections.virginia.gov; (804) 864-8931

ADVISORY NUMBER:

 **CAB-530** - Waiver to Administer an Existing Split Precinct PUBLISH ADVISORY

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

TAB G

MEETING DATE:	August 21, 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, Draft SSYP FY22				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**Culpeper District, Louisa Residency
Fluvanna County Monthly Report: May 2021**

Fluvanna Mileage, Structures

PRIMARY MILES	SECONDARY MILES	STRUCTURES	TOTAL MILES
102.34	598.62	75	700.96

Fatal Accidents

DATE	LOCATION	ALCOHOL	RESTRAINT
<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. **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 Smart Scale Information](#)

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

Fluvanna County Smart Scale Projects:

- Rt. 53/1015 Turkeysag Roundabout
- Rt. 600/618 Lake Monticello Left Turn Lane
- Rt. 250/631 Troy Rd Roundabout

Smart Scale Round 4 Key Dates:

- February 2020, Project Review
- March 1 - April 17, 2020, Pre-application Deadline
- August 17, 2020, Application Deadline
- June 2021, CTB approval of Six Year Improvement Plan



Projects:

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Route 1001 – PE Study (UPC 115895)	PE Authorization	Study in Development*	
Route 659 – PE Study (UPC 115896)	PE Authorization	Study in Development*	
Route600/618Intersection Improvements (UPC 111739)	Floodplain Analysis	Scoping	Anticipated FEB 2022
Rt. 656 Bridge Rehabilitation (0656-032-6070, SR01)	CN Begins	CN Completion	Anticipated Completion September 2021

*working with County and District L&D Staff to develop TAP application documents

Additional Road Projects:

- **On-Call Pipe Replacements** PR07-967-255, (UPC 106020)
- **District Wide Guardrail Repair and/or Replacement** GR07-967-269, (UPC 106849)
- **District Wide ADA Compliance** ADA7-967-317, (UPC 108027)
- **On-Call District Wide Pavement Marking** TS07-967-325 (UPC 108282)

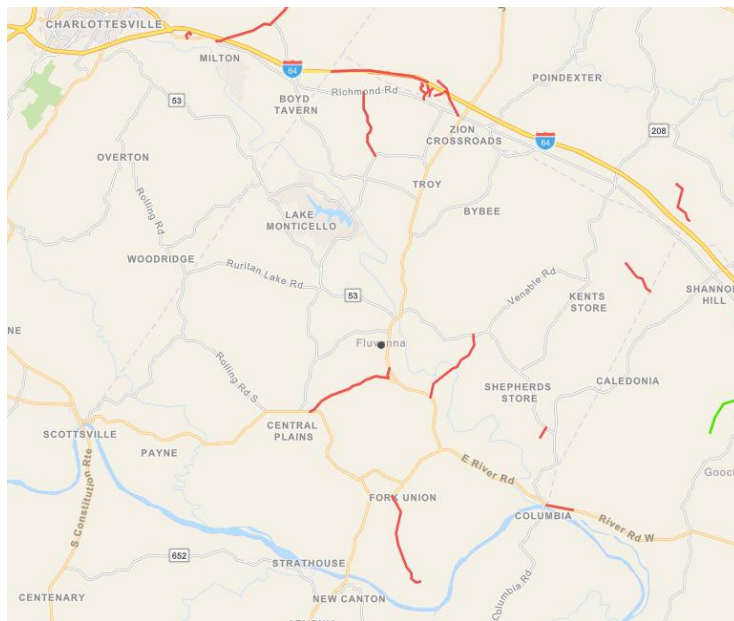
State-Force and District-Wide Bridge Projects:

- **District Wide Bridge Deck Cleaning and Washing** BRDG-967-241, (UPC 105980);
- **District Wide Bridge Maintenance** BRDG-967-240, (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;**
- **Rt. 15 N and S of CVEC – Pipe Replacements; Completed;**
- **Rt. 250 W of Correctional Center – Pipe Replacement; Completed;**
- **Rt. 15 Entrance Pipe over Raccoon Creek; In Design**
- **Rt. 6 E of Rt. 624 – Pipe Replacement; In Design;**

Resurfacing Projects:

The list for the 2021 Resurfacing Schedule has been finalized, and the map is located below. Customers can view VDOT's resurfacing schedule and route status on VDOT's public website via the following link: <http://www.virginiaroads.org/> (Select "Web Maps" and "Statewide Paving Status")

Fluvanna County Resurfacing					
Plant Mix			Surface Treatment		
Schedule	Miles	Cost/Estimate	Schedule	Miles	Cost/Estimate
2019	4.94	\$863.675	2019	43.65	\$590,849
2020	---	---	2020	55.52	\$421,558
2021	---	---	2021	16.07	\$229,394



Legend

Statewide Paving Status Map (Public View) 2021

- Scheduled
- In Progress
- Completed
- Rescheduled

Traffic Engineering

Studies under Review:

- Route 250 speed study, from Route 631 to Route 15
- Route 1040, Broken Island Rd Centerline Removal due to installment issues
- Route 616 safety study, from Rt. 15 to County line

Completed Studies:

- Route 250/708 Right Turn Lane Warrant Analysis review completed
 - Turn lane not warranted
 - Shoulder Widening project completed Dec 2020
- Routes 652, 655, 656 Centerline Pavement Markings review completed
 - Routes 655 & 656 do not meet minimum width (18ft) or minimum VPD (500)
 - Route 652 does not meet minimum VPD
- 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
- Route 15 at Route 644 Speed Study;
 - Speed limit reduction not warranted
- Centerline Marking on Rt. 613, Bybees Church Rd; Approved, Installation completed, 8/17/2020
- Route 1066, Rosewood Drive- 25 speed limit sign installed 3/31/2020
- Route 53 High School Speed Limit Reduction; pursuing study agreements from School Board
- Route 600 speed study, from Abbey Rd to Broken Island Rd
 - Speed limit reduction not warranted

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
- Digital Speed Display Signs (ongoing)
- Route 1037 Lexie Lane No Outlet Sign to be resized and relocated; completed 7/7/2020
- Route 53 at Turkey Trail white delineator posts replaced on 6/23/2020
- Route 656/624: Request for curve warning signage and improvements to visibility
 - Unable to reach property owner
- Rt. 6/659 Sight Distance Review; in progress
- Rt. 616 & 600; Radar Feedback Signs (ongoing)

Area Land Use

Residency Area Land Use Staff have issued **16** permits in 2021

Fluvanna County Plan/Plat Review - Received March-April 2021							
Project Name	Routes/Address	Submission Type	VDOT Contact	VDOT Received Date	Locality Due Date	VDOT Comment Date	Status
Village Oaks Subdivision Phase IV	618-Opposite 100 Crofton Place, Palmyra, VA	Site Plan,	John Wilson	3/22/2021	5/6/2021	4/8/2021	Review Complete - Acceptable
Van Der Linde Warehouses - Minor Site Plan	250-Van Der Linde property	Site Plan,	John Wilson	3/29/2021	5/13/2021	4/9/2021	Review Complete - Acceptable
Geralline Fortune Family Subdivision	600-TMP 9-A-18	Preliminary Plat Review,	John Wilson	3/29/2021	5/13/2021	4/9/2021	Review Complete - Acceptable

- [Zion Crossroads Corridor Improvement Study \(link\)](#) – The webpage is live for the Zion Crossroads Corridor Improvement Study (Routes 15 and 250), Fluvanna & Louisa Counties. This small area study, which is supported by stakeholders from VDOT, Fluvanna and Louisa counties and the Thomas Jefferson Planning District Commission. The study is evaluating vehicle, transit, bicycle, and pedestrian accommodations along Route 15 (James Madison Highway) between the intersections of Sommerfield Drive and Starlite Park as well as along Route 250 (Three Notch Road/Richmond Road) between Route 631 (Troy Road) and Route 613 (Poindexter Road). The purpose of the study is to develop short-, mid-, and long-term community-supported transportation solutions to provide safe travel for all uses and users of the roadway. The results from this study will be reviewed and potential transportation projects will be developed and presented for feedback in early 2021. The study is scheduled for completion in mid-2021.

Maintenance Activities

- VDOT crews in Palmyra and Zion Crossroads Area HQ have responded to **475** Work Orders in FY21. Top activities have been dead animal removal and fallen tree/limb clearing.

BOS Manual:

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

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

Secondary System
 Fluvanna County
 Construction Program
 Estimated Allocations

DRAFT

Fund	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	Total
TeleFee	\$76,146	\$76,146	\$76,146	\$76,146	\$76,146	\$76,146	\$456,876
District Grant Unpaved	\$10,762	\$14,302	\$9,014	\$9,014	\$11,394	\$11,394	\$65,880
Total	\$86,908	\$90,448	\$85,160	\$85,160	\$87,540	\$87,540	\$522,756

Board Approval Date:

Resident Engineer

Date

County Administrator

Date

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

TAB H

MEETING DATE:	May 19, 2021				
AGENDA TITLE:	Economic Development Projects 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):	Bryan Rothamel, Economic Development Coordinator				
PRESENTER(S):	Bryan Rothamel, Economic Development Coordinator				
RECOMMENDATION:	N/A				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • Provide the Board of Supervisors with an update on significant economic development projects including: <ul style="list-style-type: none"> ○ Silk City Printing ○ YAE Wellness ○ LKQ 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Presentation				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

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

TAB I

MEETING DATE:	May 19, 2021				
AGENDA TITLE:	State and Local Coronavirus Fiscal Recovery Fund - American Rescue Plan Act (ARPA)				
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 M. Dahl, County Administrator				
PRESENTER(S):	Eric M. Dahl, County Administrator				
RECOMMENDATION:	N/A				
TIMING:	Routine				
DISCUSSION:	Will discuss recent guidance on eligible expenditures for the State and Local Coronavirus Fiscal Recovery Fund - American Rescue Plan Act (ARPA) funds. Fluvanna County's total allocation is \$5,296,878, with a first payment of \$2,648,439 expected within the month and a second/final payment of \$2,648,439 one year after the first. The deadline for eligible expenditures is December 31, 2024.				
FISCAL IMPACT:	The County budget will increase overall \$5,296,878, with specific fiscal year amounts not known at this point, through December 31, 2024.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • ARPA - Quick Reference Guide • ARPA - Fact Sheet • ARPA – FAQs 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			



Coronavirus State and Local Fiscal Recovery Funds

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Funding Objectives

- **Support urgent COVID-19 response efforts** to continue to decrease spread of the virus and bring the pandemic under control
- **Replace lost public sector revenue** to strengthen support for vital public services and help retain jobs
- **Support immediate economic stabilization** for households and businesses
- **Address systemic public health and economic challenges** that have contributed to the inequal impact of the pandemic

Eligible Jurisdictions & Allocations

Direct Recipients

- States and District of Columbia (\$195.3 billion)
- Counties (\$65.1 billion)
- Metropolitan cities (\$45.6 billion)
- Tribal governments (\$20.0 billion)
- Territories (\$4.5 billion)

Indirect Recipients

- Non-entitlement units (\$19.5 billion)



Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff



Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector



Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic



Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors



Water and Sewer Infrastructure

Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure



Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access



For More Information: Please visit www.treasury.gov/SLFRP
For Media Inquiries: Please contact the U.S. Treasury Press Office at (202) 622-2960
For General Inquiries: Please email SLFRP@treasury.gov for additional information



Example Uses of Funds

Support Public Health Response

- **Services to contain and mitigate the spread of COVID-19**, including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- **Behavioral healthcare services**, including mental health or substance misuse treatment, crisis intervention, and related services
- **Payroll and covered benefits** for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response

Replace Public Sector Revenue Loss

- **Ensure continuity of vital government services** by filling budget shortfalls
- **Revenue loss is calculated** relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- **Recipients may re-calculate revenue loss** at multiple points during the program, supporting those entities that experience revenue loss with a lag

Water & Sewer Infrastructure

- **Includes improvements to infrastructure**, such as building or upgrading facilities and transmission, distribution, and storage systems
- **Eligible uses aligned to Environmental Protection Agency project categories** for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund

Equity-Focused Services

- **Additional flexibility for the hardest-hit communities and families** to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- **Broadly applicable** to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments

Address Negative Economic Impacts

- **Deliver assistance to workers and families**, including support for unemployed workers, aid to households, and survivor’s benefits for families of COVID-19 victims
- **Support small businesses** with loans, grants, in-kind assistance, and counseling programs
- **Speed the recovery of impacted industries**, including the tourism, travel, and hospitality sectors
- **Rebuild public sector capacity** by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs

Premium Pay for Essential Workers

- **Provide premium pay to essential workers**, both directly and through grants to third-party employers
- **Prioritize low- and moderate-income workers**, who face the greatest mismatch between employment-related health risks and compensation
- **Key sectors include** healthcare, grocery and food services, education, childcare, sanitation, and transit
- **Must be fully additive** to a worker’s wages

Broadband Infrastructure

- **Focus on households and businesses** without access to broadband and those with connections that do not provide minimally acceptable speeds
- **Fund projects that deliver reliable service** with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- **Complement broadband investments** made through the Capital Projects Fund

Ineligible Uses

- **Changes that reduce net tax revenue** must not be offset with American Rescue Plan funds
- **Extraordinary payments into a pension fund** are a prohibited use of this funding
- **Other restrictions apply** to eligible uses

The examples listed in this document are non-exhaustive, do not describe all terms and conditions associated with the use of this funding, and do not describe all the restrictions on use that may apply. The U.S. Department of the Treasury provides this document, the State and Local contact channels, and other resources for informational purposes. Although efforts have been made to ensure the accuracy of the information provided, the information is subject to change or correction. Any Coronavirus State and Local Fiscal Recovery Funds received will be subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which shall incorporate the provisions of the Interim Final Rule and/or Final Rule that implements this program.

FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs

May 10, 2021

Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery.

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and,
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Starting today, eligible state, territorial, metropolitan city, county, and Tribal governments may request Coronavirus State and Local Fiscal Recovery Funds through the Treasury Submission Portal. Concurrent with this program launch, Treasury has published an Interim Final Rule that implements the provisions of this program.

FUNDING AMOUNTS

The American Rescue Plan provides a total of \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to help eligible state, local, territorial, and Tribal governments meet their present needs and build the foundation for a strong recovery. Congress has allocated this funding to tens of thousands of jurisdictions. These allocations include:

Type	Amount (\$ billions)
States & District of Columbia	\$195.3
Counties	\$65.1
Metropolitan Cities	\$45.6
Tribal Governments	\$20.0
Territories	\$4.5
Non-Entitlement Units of Local Government	\$19.5

Treasury expects to distribute these funds directly to each state, territorial, metropolitan city, county, and Tribal government. Local governments that are classified as non-entitlement units will receive this funding through their applicable state government. Treasury expects to provide further guidance on distributions to non-entitlement units next week.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021.

USES OF FUNDING

Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within these overall categories, Treasury’s Interim Final Rule provides guidelines and principles for determining the types of programs and services that this funding can support, together with examples of allowable uses that recipients may consider. As described below, Treasury has also designed these provisions to take into consideration the disproportionate impacts of the COVID-19 public health emergency on those hardest-hit by the pandemic.

1. Supporting the public health response

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments. Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic. Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- **Services and programs to contain and mitigate the spread of COVID-19, including:**
 - ✓ Vaccination programs
 - ✓ Medical expenses
 - ✓ Testing
 - ✓ Contact tracing
 - ✓ Isolation or quarantine
 - ✓ PPE purchases
 - ✓ Support for vulnerable populations to access medical or public health services
 - ✓ Public health surveillance (e.g., monitoring for variants)
 - ✓ Enforcement of public health orders
 - ✓ Public communication efforts
 - ✓ Enhancement of healthcare capacity, including alternative care facilities
 - ✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
 - ✓ Enhancement of public health data systems
 - ✓ Capital investments in public facilities to meet pandemic operational needs
 - ✓ Ventilation improvements in key settings like healthcare facilities

- **Services to address behavioral healthcare needs exacerbated by the pandemic, including:**
 - ✓ Mental health treatment
 - ✓ Substance misuse treatment
 - ✓ Other behavioral health services
 - ✓ Hotlines or warmlines
 - ✓ Crisis intervention
 - ✓ Services or outreach to promote access to health and social services
- **Payroll and covered benefits expenses** for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response. For public health and safety workers, recipients can use these funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.

2. Addressing the negative economic impacts caused by the public health emergency

The COVID-19 public health emergency resulted in significant economic hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously, over 20 million jobs were lost between February and April 2020. Although many have since returned to work, as of April 2021, the economy remains more than 8 million jobs below its pre-pandemic peak, and more than 3 million workers have dropped out of the labor market altogether since February 2020.

To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible state, local, territorial, and Tribal governments to provide a wide range of assistance to individuals and households, small businesses, and impacted industries, in addition to enabling governments to rehire public sector staff and rebuild capacity. Among these uses include:

- **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims.
- **Supporting small businesses**, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance. To achieve these goals, recipients may employ this funding to execute a broad array of loan, grant, in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.
- **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.
- **Rebuilding public sector capacity**, by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels. Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

3. **Serving the hardest-hit communities and families**

While the pandemic has affected communities across the country, it has disproportionately impacted low-income families and communities of color and has exacerbated systemic health and economic inequities. Low-income and socially vulnerable communities have experienced the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000.

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households. Eligible services include:

- **Addressing health disparities and the social determinants of health**, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
- **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
- **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- **Promoting healthy childhood environments**, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Governments may use Coronavirus State and Local Fiscal Recovery Funds to support these additional services if they are provided:

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.

4. **Replacing lost public sector revenue**

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery.

Many state, local, territorial, and Tribal governments have experienced significant budget shortfalls, which can yield a devastating impact on their respective communities. Faced with budget shortfalls and pandemic-related uncertainty, state and local governments cut staff in all 50 states. These budget shortfalls and staff cuts are particularly problematic at present, as these entities are on the front lines of battling the COVID-19 pandemic and helping citizens weather the economic downturn.

Recipients may use these funds to replace lost revenue. Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year prior to the public health emergency and projects forward at either (a) the recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency or (b) 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

For administrative convenience, Treasury's Interim Final Rule allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency. Upon receiving Coronavirus State and Local Fiscal Recovery Funds, recipients may immediately calculate the reduction in revenue that occurred in 2020 and deploy funds to address any shortfall. Recipients will have the opportunity to re-calculate revenue loss at several points through the program, supporting those entities that experience a lagged impact of the crisis on revenues.

Importantly, once a shortfall in revenue is identified, recipients will have broad latitude to use this funding to support government services, up to this amount of lost revenue.

5. Providing premium pay for essential workers

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers. Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

- ✓ Staff at nursing homes, hospitals, and home-care settings
- ✓ Workers at farms, food production facilities, grocery stores, and restaurants
- ✓ Janitors and sanitation workers
- ✓ Public health and safety staff
- ✓ Truck drivers, transit staff, and warehouse workers
- ✓ Childcare workers, educators, and school staff
- ✓ Social service and human services staff

Treasury's Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

In addition, employers are both permitted and encouraged to use Coronavirus State and Local Fiscal Recovery Funds to offer retrospective premium pay, recognizing that many essential workers have not yet received additional compensation for work performed. Staff working for third-party contractors in eligible sectors are also eligible for premium pay.

6. Investing in water and sewer infrastructure

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

To help jurisdictions expedite their execution of these essential investments, Treasury's Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the Environmental Protection Agency's Clean Water State Revolving Fund and Drinking Water State Revolving Fund. Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities.

Treasury's Interim Final Rule also encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

7. Investing in broadband infrastructure

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage. Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work.

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100

Mbps upload speeds, unless impracticable due to topography, geography, or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above.

8. Ineligible Uses

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19. Recipients have considerable flexibility to use these funds to address the diverse needs of their communities.

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds:

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury's Interim Final Rule implements this requirement. If a state or territory cuts taxes, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury.
- **No recipient may use this funding to make a deposit to a pension fund.** Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury's Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves. Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision. While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.

Coronavirus State and Local Fiscal Recovery Funds

Frequently Asked Questions

AS OF MAY 10, 2021

This document contains answers to frequently asked questions regarding the Coronavirus State and Local Fiscal Recovery Funds (CSFRF / CLFRF, or Fiscal Recovery Funds). Treasury will be updating this document periodically in response to questions received from stakeholders. Recipients and stakeholders should consult the Interim Final Rule for additional information.

- For overall information about the program, including information on requesting funding, please see <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments>
- For general questions about CSFRF / CLFRF, please email SLFRP@treasury.gov
- Upon publication of the Interim Final Rule in the Federal Register, Treasury encourages stakeholders to submit public comments on the Interim Final Rule at [regulations.gov](https://www.regulations.gov)

Eligibility and Allocations

1. Which governments are eligible for funds?

The following governments are eligible:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties
- Metropolitan cities
- Non-entitlement units, or smaller local governments

2. Which governments receive funds directly from Treasury?

Treasury will distribute funds directly to each eligible state, territory, metropolitan city, county, or Tribal government. Smaller local governments that are classified as non-entitlement units will receive funds through their applicable state government.

3. Are special-purpose units of government eligible to receive funds?

Special-purpose units of local government will not receive funding allocations; however, a state, territory, local, or Tribal government may transfer funds to a special-purpose unit of government. Special-purpose districts perform specific functions in the community, such as fire, water, sewer or mosquito abatement districts.

4. How are funds being allocated to Tribal governments, and how will Tribal governments find out their allocation amounts?

\$20 billion of Fiscal Recovery Funds was reserved for Tribal governments. The American Rescue Plan Act specifies that \$1 billion will be allocated evenly to all eligible Tribal governments. The remaining \$19 billion will be distributed using an allocation methodology based on enrollment and employment.

There will be two payments to Tribal governments. Each Tribal government's first payment will include (i) an amount in respect of the \$1 billion allocation that is to be divided equally among eligible Tribal governments and (ii) each Tribal government's pro rata share of the Enrollment Allocation. Tribal governments will be notified of their allocation amount and delivery of payment 4-5 days after completing request for funds in the Treasury Submission Portal. The deadline to make the initial request for funds is May 24, 2021.

In mid-May or shortly after completing the initial request for funds, Tribal governments will receive an email notification to re-enter the Treasury Submission Portal to confirm or amend their 2019 employment numbers that were submitted to the Department of the Treasury for the CARES Act's Coronavirus Relief Fund. The deadline to confirm employment numbers is June 7, 2021. Treasury will calculate each Tribal government's pro rata share of the Employment Allocation for those Tribal governments that confirmed or submitted amended employment numbers. In mid-June, Treasury will communicate to Tribal governments the amount of their portion of the Employment Allocation and the anticipated date for the second payment.

Eligible Uses – Responding to the Public Health Emergency / Negative Economic Impacts

5. What types of COVID-19 response, mitigation, and prevention activities are eligible?

A broad range of services are needed to contain COVID-19 and are eligible uses, including vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations; enhancement of public health data systems; and other public health responses. Capital investments in public facilities to meet pandemic operational needs are also eligible, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics.

6. If a use of funds was allowable under the Coronavirus Relief Fund (CRF) to respond to the public health emergency, may recipients presume it is also allowable under CSFRF/CLFRF?

Generally, funding uses eligible under CRF as a response to the direct public health impacts of COVID-19 will continue to be eligible under CSFRF/CLFRF, with the following two exceptions: (1) the standard for eligibility of public health and safety payrolls has been updated; and (2) expenses related to the issuance of tax-anticipation notes are not an eligible funding use.

7. If a use of funds is not explicitly permitted in the Interim Final Rule as a response to the public health emergency and its negative economic impacts, does that mean it is prohibited?

The Interim Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of Fiscal Recovery Funds not explicitly listed. The Interim Final Rule also provides flexibility for recipients to use Fiscal Recovery Funds for programs or services that are not identified on these non-exclusive lists but which meet the objectives of section 602(c)(1)(A) or 603(c)(1)(A) by responding to the COVID-19 public health emergency with respect to COVID-19 or its negative economic impacts.

8. May recipients use funds to respond to the public health emergency and its negative economic impacts by replenishing state unemployment funds?

Consistent with the approach taken in the CRF, recipients may make deposits into the state account of the Unemployment Trust Fund up to the level needed to restore the pre-pandemic balances of such account as of January 27, 2020, or to pay back advances received for the payment of benefits between January 27, 2020 and the date when the Interim Final Rule is published in the Federal Register.

9. What types of services are eligible as responses to the negative economic impacts of the pandemic?

Eligible uses in this category include assistance to households; small businesses and non-profits; and aid to impacted industries.

Assistance to households includes, but is not limited to: food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance; emergency assistance for burials, home repairs, weatherization, or other needs; internet access or digital literacy assistance; or job training to address negative economic or public health impacts experienced due to a worker's occupation or level of training.

Assistance to small business and non-profits includes, but is not limited to:

- loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs;
- Loans, grants, or in-kind assistance to implement COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs; and
- Technical assistance, counseling, or other services to assist with business planning needs

10. May recipients use funds to respond to the public health emergency and its negative economic impacts by providing direct cash transfers to households?

Yes, provided the recipient considers whether, and the extent to which, the household has experienced a negative economic impact from the pandemic. Additionally, cash transfers must be reasonably proportional to the negative economic impact they are intended to address. Cash transfers grossly in excess of the amount needed to address the negative economic impact identified by the recipient would not be considered to be a response to the COVID-19 public health emergency or its negative impacts. In particular, when considering appropriate size of permissible cash transfers made in response to the COVID-19 public health emergency, state, local, territorial, and Tribal governments may consider and take guidance from the per person amounts previously provided by the federal government in response to the COVID crisis.

11. May funds be used to reimburse recipients for costs incurred by state and local governments in responding to the public health emergency and its negative economic impacts prior to passage of the American Rescue Plan?

Use of Fiscal Recovery Funds is generally forward looking. The Interim Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021.

12. May recipients use funds for general economic development or workforce development?

Generally, not. Recipients must demonstrate that funding uses directly address a negative economic impact of the COVID-19 public health emergency, including funds used for economic or workforce development. For example, job training for unemployed workers may be used to address negative economic impacts of the public health emergency and be eligible.

13. How can recipients use funds to assist the travel, tourism, and hospitality industries?

Aid provided to tourism, travel, and hospitality industries should respond to the negative economic impacts of the pandemic. For example, a recipient may provide aid to support

safe reopening of businesses in the tourism, travel and hospitality industries and to districts that were closed during the COVID-19 public health emergency, as well as aid a planned expansion or upgrade of tourism, travel and hospitality facilities delayed due to the pandemic.

Tribal development districts are considered the commercial centers for tribal hospitality, gaming, tourism and entertainment industries.

14. May recipients use funds to assist impacted industries other than travel, tourism, and hospitality?

Yes, provided that recipients consider the extent of the impact in such industries as compared to tourism, travel, and hospitality, the industries enumerated in the statute. For example, nationwide the leisure and hospitality industry has experienced an approximately 17 percent decline in employment and 24 percent decline in revenue, on net, due to the COVID-19 public health emergency. Recipients should also consider whether impacts were due to the COVID-19 pandemic, as opposed to longer-term economic or industrial trends unrelated to the pandemic.

Recipients should maintain records to support their assessment of how businesses or business districts receiving assistance were affected by the negative economic impacts of the pandemic and how the aid provided responds to these impacts.

15. How does the Interim Final Rule help address the disparate impact of COVID-19 on certain populations and geographies?

In recognition of the disproportionate impacts of the COVID-19 virus on health and economic outcomes in low-income and Native American communities, the Interim Final Rule identifies a broader range of services and programs that are considered to be in response to the public health emergency when provided in these communities. Specifically, Treasury will presume that certain types of services are eligible uses when provided in a Qualified Census Tract (QCT), to families living in QCTs, or when these services are provided by Tribal governments.

Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic. In identifying these disproportionately-impacted communities, recipients should be able to support their determination for how the pandemic disproportionately impacted the populations, households, or geographic areas to be served.

Eligible services include:

- Addressing health disparities and the social determinants of health, including: community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs;

- Building stronger neighborhoods and communities, including: supportive housing and other services for individuals experiencing homelessness, development of affordable housing, and housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity;
- Addressing educational disparities exacerbated by COVID-19, including: early learning services, increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, and supports for students' social, emotional, and mental health needs; and
- Promoting healthy childhood environments, including: child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Eligible Uses – Revenue Loss

16. How is revenue defined for the purpose of this provision?

The Interim Final Rule adopts a definition of “General Revenue” that is based on, but not identical, to the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances.

General Revenue includes revenue from taxes, current charges, and miscellaneous general revenue. It excludes refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and revenue generated by utilities and insurance trusts. General revenue also includes intergovernmental transfers between state and local governments, but excludes intergovernmental transfers from the Federal government, including Federal transfers made via a state to a locality pursuant to the CRF or the Fiscal Recovery Funds.

Tribal governments may include all revenue from Tribal enterprises and gaming operations in the definition of General Revenue.

17. Will revenue be calculated on an entity-wide basis or on a source-by-source basis (e.g. property tax, income tax, sales tax, etc.)?

Recipients should calculate revenue on an entity-wide basis. This approach minimizes the administrative burden for recipients, provides for greater consistency across recipients, and presents a more accurate representation of the net impact of the COVID-19 public health emergency on a recipient’s revenue, rather than relying on financial reporting prepared by each recipient, which vary in methodology used and which generally aggregates revenue by purpose rather than by source.

18. Does the definition of revenue include outside concessions that contract with a state or local government?

Recipients should classify revenue sources as they would if responding to the U.S. Census Bureau’s Annual Survey of State and Local Government Finances. According to the Census Bureau’s [Government Finance and Employment Classification manual](#), the following is an example of current charges that would be included in a state or local government’s general revenue from own sources: “Gross revenue of facilities operated by a government (swimming pools, recreational marinas and piers, golf courses, skating rinks, museums, zoos, etc.); auxiliary facilities in public recreation areas (camping areas, refreshment stands, gift shops, etc.); lease or use fees from stadiums, auditoriums, and community and convention centers; and rentals from concessions at such facilities.”

19. What is the time period for estimating revenue loss? Will revenue losses experienced prior to the passage of the Act be considered?

Recipients are permitted to calculate the extent of reduction in revenue as of four points in time: December 31, 2020; December 31, 2021; December 31, 2022; and December 31, 2023. This approach recognizes that some recipients may experience lagged effects of the pandemic on revenues.

Upon receiving Fiscal Recovery Fund payments, recipients may immediately calculate revenue loss for the period ending December 31, 2020.

20. What is the formula for calculating the reduction in revenue?

A reduction in a recipient’s General Revenue equals:

$$\text{Max} \{ [\text{Base Year Revenue} * (1 + \text{Growth Adjustment})^{\left(\frac{n_t}{12}\right)}] - \text{Actual General Revenue}_t ; 0 \}$$

Where:

Base Year Revenue is General Revenue collected in the most recent full fiscal year prior to the COVID-19 public health emergency.

Growth Adjustment is equal to the greater of 4.1 percent (or 0.041) and the recipient’s average annual revenue growth over the three full fiscal years prior to the COVID-19 public health emergency.

n equals the number of months elapsed from the end of the base year to the calculation date.

Actual General Revenue is a recipient’s actual general revenue collected during 12-month period ending on each calculation date.

Subscript *t* denotes the calculation date.

21. Are recipients expected to demonstrate that reduction in revenue is due to the COVID-19 public health emergency?

In the Interim Final Rule, any diminution in actual revenue calculated using the formula above would be presumed to have been “due to” the COVID-19 public health emergency. This presumption is made for administrative ease and in recognition of the broad-based economic damage that the pandemic has wrought.

22. May recipients use pre-pandemic projections as a basis to estimate the reduction in revenue?

No. Treasury is disallowing the use of projections to ensure consistency and comparability across recipients and to streamline verification. However, in estimating the revenue shortfall using the formula above, recipients may incorporate their average annual revenue growth rate in the three full fiscal years prior to the public health emergency.

23. Once a recipient has identified a reduction in revenue, are there any restrictions on how recipients use funds up to the amount of the reduction?

The Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. Government services can include, but are not limited to, maintenance of infrastructure or pay-go spending for building new infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services.

However, paying interest or principal on outstanding debt, replenishing rainy day or other reserve funds, or paying settlements or judgments would not be considered provision of a government service, since these uses of funds do not entail direct provision of services to citizens. This restriction on paying interest or principal on any outstanding debt instrument, includes, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt. In addition, the overarching restrictions on all program funds (e.g., restriction on pension deposits, restriction on using funds for non-federal match where barred by regulation or statute) would apply.

Eligible Uses – General

24. May recipients use funds to replenish a budget stabilization fund, rainy day fund, or similar reserve account?

No. Funds made available to respond to the public health emergency and its negative economic impacts are intended to help meet pandemic response needs and provide immediate stabilization for households and businesses. Contributions to rainy day funds and similar reserves funds would not address these needs or respond to the COVID-19 public health emergency, but would rather be savings for future spending needs.

Similarly, funds made available for the provision of governmental services (to the extent of reduction in revenue) are intended to support direct provision of services to citizens. Contributions to rainy day funds are not considered provision of government services, since such expenses do not directly relate to the provision of government services.

25. May recipients use funds to invest in infrastructure other than water, sewer, and broadband projects (e.g. roads, public facilities)?

Under 602(c)(1)(C) or 603(c)(1)(C), recipients may use funds for maintenance of infrastructure or pay-go spending for building of new infrastructure as part of the general provision of government services, to the extent of the estimated reduction in revenue due to the public health emergency.

Under 602(c)(1)(A) or 603(c)(1)(A), a general infrastructure project typically would not be considered a response to the public health emergency and its negative economic impacts unless the project responds to a specific pandemic-related public health need (e.g., investments in facilities for the delivery of vaccines) or a specific negative economic impact of the pandemic (e.g., affordable housing in a Qualified Census Tract).

26. May recipients use funds to pay interest or principal on outstanding debt?

No. Expenses related to financing, including servicing or redeeming notes, would not address the needs of pandemic response or its negative economic impacts. Such expenses would also not be considered provision of government services, as these financing expenses do not directly provide services or aid to citizens.

This applies to paying interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt.

27. May recipients use funds to satisfy nonfederal matching requirements under the Stafford Act? May recipients use funds to satisfy nonfederal matching requirements generally?

Fiscal Recovery Funds are subject to pre-existing limitations in other federal statutes and regulations and may not be used as non-federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements. For example, expenses for the state share of Medicaid are not an eligible use. For information on FEMA programs, please [see here](#).

Eligible Uses – Premium Pay

28. What criteria should recipients use in identifying essential workers to receive premium pay?

Essential workers are those in critical infrastructure sectors who regularly perform in-person work, interact with others at work, or physically handle items handled by others.

Critical infrastructure sectors include healthcare, education and childcare, transportation, sanitation, grocery and food production, and public health and safety, among others, as provided in the Interim Final Rule. Governments receiving Fiscal Recovery Funds have the discretion to add additional sectors to this list, so long as the sectors are considered critical to protect the health and well-being of residents.

The Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

29. What criteria should recipients use in identifying third-party employers to receive grants for the purpose of providing premium pay to essential workers?

Any third-party employers of essential workers are eligible. Third-party contractors who employ essential workers in eligible sectors are also eligible for grants to provide premium pay. Selection of third-party employers and contractors who receive grants is at the discretion of recipients.

To ensure any grants respond to the needs of essential workers and are made in a fair and transparent manner, the rule imposes some additional reporting requirements for grants to third-party employers, including the public disclosure of grants provided.

30. May recipients provide premium pay retroactively for work already performed?

Yes. Treasury encourages recipients to consider providing premium pay retroactively for work performed during the pandemic, recognizing that many essential workers have not yet received additional compensation for their service during the pandemic.

Eligible Uses – Water, Sewer, and Broadband Infrastructure

31. What types of water and sewer projects are eligible uses of funds?

The Interim Final Rule generally aligns eligible uses of the Funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF).

Under the DWSRF, categories of [eligible projects](#) include: treatment, transmission and distribution (including lead service line replacement), source rehabilitation and decontamination, storage, consolidation, and new systems development.

Under the CWSRF, categories of [eligible projects](#) include: construction of publicly-owned treatment works, nonpoint source pollution management, national estuary program projects, decentralized wastewater treatment systems, stormwater systems, water conservation, efficiency, and reuse measures, watershed pilot projects, energy efficiency measures for publicly-owned treatment works, water reuse projects, security measures at publicly-owned treatment works, and technical assistance to ensure compliance with the Clean Water Act.

As mentioned in the Interim Final Rule, eligible projects under the DWSRF and CWSRF support efforts to address climate change, as well as to meet cybersecurity needs to protect water and sewer infrastructure. Given the lifelong impacts of lead exposure for children, and the widespread nature of lead service lines, Treasury also encourages recipients to consider projects to replace lead service lines.

32. May construction on eligible water, sewer, or broadband infrastructure projects continue past December 31, 2024, assuming funds have been obligated prior to that date?

Yes. Treasury is interpreting the requirement that costs be incurred by December 31, 2024 to only require that recipients have obligated the funds by such date. The period of performance will run until December 31, 2026, which will provide recipients a reasonable amount of time to complete projects funded with Fiscal Recovery Funds.

33. May recipients use funds as a non-federal match for the Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF)?

Recipients may not use funds as a state match for the CWSRF and DWSRF due to prohibitions in utilizing federal funds as a state match in the authorizing statutes and regulations of the CWSRF and DWSRF.

34. Does the National Environmental Policy Act (NEPA) apply to eligible infrastructure projects?

NEPA does not apply to Treasury's administration of the Funds. Projects supported with payments from the Funds may still be subject to NEPA review if they are also funded by other federal financial assistance programs.

35. What types of broadband projects are eligible?

The Interim Final Rule requires eligible projects to reliably deliver minimum speeds of 100 Mbps download and 100 Mbps upload. In cases where it is impracticable due to geography, topography, or financial cost to meet those standards, projects must reliably deliver at least 100 Mbps download speed, at least 20 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

Projects must also be designed to serve unserved or underserved households and businesses, defined as those that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed.

36. For broadband investments, may recipients use funds for related programs such as cybersecurity or digital literacy training?

Yes. Recipients may use funds to provide assistance to households facing negative economic impacts due to Covid-19, including digital literacy training and other programs that promote access to the Internet. Recipients may also use funds for modernization of cybersecurity, including hardware, software, and protection of critical infrastructure, as part of provision of government services up to the amount of revenue lost due to the public health emergency.

Non-Entitlement Units (NEUs)

37. Can states impose requirements or conditions on the transfer of funds to NEUs?

As the statute requires states to make distributions based on population, states may not place additional conditions or requirements on distributions to NEUs, beyond those required by the ARPA and Treasury's implementing regulations and guidance.

For example, states may not impose stricter limitations than permitted by statute or Treasury regulations or guidance on an NEU's use of Fiscal Recovery Funds based on the NEU's proposed spending plan or other policies, nor permitted to offset any debt owed by the NEU against its payment. Further, states may not provide funding on a reimbursement basis (e.g., requiring NEUs to pay for project costs up front before being reimbursed with Fiscal Recovery Fund payments), because this approach would not comport with the statutory requirement that states make distributions to NEUs within the statutory timeframe.

38. Can states transfer additional funds to local governments beyond amount allocated to NEUs?

Yes. The Interim Final Rule permits states, territories, and Tribal governments to transfer Fiscal Recovery Funds to other constituent units of government or private entities beyond those specified in the statute, as long as the transferee abides by the transferor's eligible use and other requirements. Similarly, local governments are authorized to transfer Fiscal Recovery Funds to other constituent units of government (e.g., a county is able to transfer Fiscal Recovery Funds to a city, town or school district within it).

39. What is the definition of "budget" for the purpose of the 75 percent cap on NEU payments, and who is responsible for enforcing this cap?

States are responsible for enforcing the "75 percent cap" on NEU payments, which is a statutory requirement that distributions to NEUs not exceed 75 percent of the NEU's

most recent budget. Treasury interprets the most recent budget as the NEU's most recent annual total operating budget, including its general fund and other funds, as of January 27, 2020. States may rely for this determination on a certified top-line budget total from the NEU. Funding amounts in excess of such cap must be returned to Treasury.

40. May states use funds to pay for the administrative costs of allocating and distributing money to the NEUs?

Yes. If necessary, states may use Fiscal Recovery Funds to support the administrative costs of allocating and distributing money to NEUs, as disbursing these funds itself is a response to the public health emergency and its negative economic impacts.

41. When will states get their payments for NEUs? When will NEUs get their payments?

States can find their state-level allocations for NEUs on the Treasury website. Treasury plans to issue further guidance on distributions and payments to NEUs in the coming days.

State governments that request their own funds under the Coronavirus State Fiscal Recovery Fund through Treasury's Submission Portal will be considered by Treasury to have requested funding for their non-entitlement units as well.

42. When will NEUs know if they are eligible for payment?

Treasury plans to provide further guidance on distributions and payments to NEUs in the coming days.

Ineligible Uses

43. What is meant by a pension "deposit"? Can governments use funds for routine pension contributions for employees whose payroll and covered benefits are eligible expenses?

Treasury interprets "deposit" in this context to refer to an extraordinary payment into a pension fund for the purpose of reducing an accrued, unfunded liability. More specifically, the interim final rule does not permit this assistance to be used to make a payment into a pension fund if both: (1) the payment reduces a liability incurred prior to the start of the COVID-19 public health emergency, and (2) the payment occurs outside the recipient's regular timing for making such payments.

Under this interpretation, a "deposit" is distinct from a "payroll contribution," which occurs when employers make payments into pension funds on regular intervals, with contribution amounts based on a pre-determined percentage of employees' wages and salaries. In general, if an employee's wages and salaries are an eligible use of Fiscal

Recovery Funds, recipients may treat the employee's covered benefits as an eligible use of Fiscal Recovery Funds.

Reporting

44. What records must be kept by governments receiving funds?

Financial records and supporting documents related to the award must be retained for a period of five years after all funds have been expended or returned to Treasury, whichever is later. This includes those which demonstrate the award funds were used for eligible purposes in accordance with the ARPA, Treasury's regulations implementing those sections, and Treasury's guidance on eligible uses of funds.

45. What reporting will be required, and when will the first report be due?

Recipients will be required to submit an interim report, quarterly project and expenditure reports, and annual recovery plan performance reports as specified below, regarding their utilization of Coronavirus State and Local Fiscal Recovery Funds.

Interim reports: States (defined to include the District of Columbia), territories, metropolitan cities, counties, and Tribal governments will be required to submit one interim report. The interim report will include a recipient's expenditures by category at the summary level and for states, information related to distributions to nonentitlement units of local government must also be included in the interim report. The interim report will cover activity from the date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Nonentitlement units of local government are not required to submit an interim report.

Quarterly Project and Expenditure reports: State (defined to include the District of Columbia), territorial, metropolitan city, county, and Tribal governments will be required to submit quarterly project and expenditure reports. This report will include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information regarding a recipient's utilization of award funds. Reports will be required quarterly with the exception of nonentitlement units, which will report annually. An interim report is due on August 31, 2021. The reports will include the same general data as those submitted by recipients of the Coronavirus Relief Fund, with some modifications to expenditure categories and the addition of data elements related to specific eligible uses. The initial quarterly Project and Expenditure report will cover two calendar quarters from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 days after the end of each calendar quarter.

Nonentitlement units of local government will be required to submit the project and expenditure report annually. The initial annual Project and Expenditure report for nonentitlement units of local government will cover activity from the date of award to

September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent annual reports must be submitted to Treasury by October 31 each year.

Recovery Plan Performance reports: States (defined to include the District of Columbia), territories, metropolitan cities, and counties with a population that exceeds 250,000 residents will also be required to submit an annual recovery plan performance report to Treasury. This report will include descriptions of the projects funded and information on the performance indicators and objectives of each award, helping local residents understand how their governments are using the substantial resources provided by Coronavirus State and Local Fiscal Recovery Funds program. The initial recovery plan performance report will cover activity from date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Thereafter, the recovery plan performance reports will cover a 12-month period and recipients will be required to submit the report to Treasury within 30 days after the end of the 12-month period. The second Recovery Plan Performance report will cover the period from July 1, 2021 to June 30, 2022 and must be submitted to Treasury by July 31, 2022. Each annual recovery plan performance report must be posted on the public-facing website of the recipient. Local governments with fewer than 250,000 residents, Tribal governments, and nonentitlement units of local government are not required to develop a Recovery Plan Performance report.

Treasury will provide further guidance and instructions on the reporting requirements for program at a later date.

46. What provisions of the Uniform Guidance for grants apply to these funds? Will the Single Audit requirements apply?

Most of the provisions of the Uniform Guidance (2 CFR Part 200) apply to this program, including the Cost Principles and Single Audit Act requirements. Recipients should refer to the Assistance Listing for detail on the specific provisions of the Uniform Guidance that do not apply to this program. The Assistance Listing will be available on beta.SAM.gov.

Miscellaneous

47. May governments retain assets purchased with Fiscal Recovery Funds? If so, what rules apply to the proceeds of disposition or sale of such assets?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of payments.

48. Can recipients use funds for administrative purposes?

Recipients may use funds to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency and its negative economic impacts. This includes, but is not

limited to, costs related to disbursing payments of Fiscal Recovery Funds and managing new grant programs established using Fiscal Recovery Funds.

Operational Questions

49. How does an eligible entity request payment?

Eligible entities (other than non-entitlement units) must submit their information to the [Treasury Submission Portal](#). Please visit the [Coronavirus State and Local Fiscal Recovery Fund](#) website for more information on the submission process.

50. I cannot log into the Treasury Submission Portal or am having trouble navigating it. Who can help me?

If you have questions about the Treasury Submission Portal or for technical support, please email covidreliefitsupport@treasury.gov.

51. What do I need to do to receive my payment?

All eligible payees are required to have a DUNS Number previously issued by Dun & Bradstreet (<https://www.dnb.com/>).

All eligible payees are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

And eligible payees must have a bank account enabled for Automated Clearing House (ACH) direct deposit. Payees with a Wire account are encouraged to provide that information as well.

More information on these and all program pre-submission requirements can be found on the [Coronavirus State and Local Fiscal Recovery Fund](#) website.

52. Why is Treasury employing id.me for the Treasury Submission Portal?

ID.me is a trusted technology partner to multiple government agencies and healthcare providers. It provides secure digital identity verification to those government agencies and healthcare providers to make sure you're you – and not someone pretending to be you – when you request access to online services. All personally identifiable information provided to ID.me is encrypted and disclosed only with the express consent of the user. Please refer to ID.me Contact Support for assistance with your ID.me account. Their support website is <https://help.id.me>.

53. Why is an entity not on the list of eligible entities in Treasury Submission Portal?

The ARP statute lays out which governments are eligible for payments. The list of entities within the Treasury Submission Portal includes entities eligible to receive a direct

payment of funds from Treasury, which include states (defined to include the District of Columbia), territories, Tribal governments, counties, and metropolitan cities.

Eligible non-entitlement units of local government will receive a distribution of funds from their respective state government and should not submit information to the Treasury Submission Portal.

If you believe an entity has been mistakenly left off the eligible entity list, please email SLFRP@treasury.gov.

54. What is an Authorized Representative?

An Authorized Representative is an individual with legal authority to bind the government entity (e.g., the Chief Executive Officer of the government entity). An Authorized Representative must sign the Acceptance of Award terms for it to be valid.

55. How does a Tribal government determine their allocation?

Tribal governments will receive information about their allocation when the submission to the Treasury Submission Portal is confirmed to be complete and accurate.

56. How do I know the status of my request for funds (submission)?

Entities can check the status of their submission at any time by logging into [Treasury Submission Portal](#).

57. My Treasury Submission Portal submission requires additional information/correction. What is the process for that?

If your Authorized Representative has not yet signed the award terms, you can edit your submission with in the into [Treasury Submission Portal](#). If your Authorized Representative has signed the award terms, please email SLFRP@treasury.gov to request assistance with updating your information.

58. My request for funds was denied. How do I find out why it was denied or appeal the decision?

Please check to ensure that no one else from your entity has applied, causing a duplicate submission. Please also review the list of all eligible entities on the [Coronavirus State and Local Fiscal Recovery Fund](#) website.

If you still have questions regarding your submission, please email SLFRP@treasury.gov.

59. When will entities get their money?

Before Treasury is able to execute a payment, a representative of an eligible government must submit the government's information for verification through the [Treasury Submission Portal](#). The verification process takes approximately four business days. If any errors are identified, the designated point of contact for the government will be contacted via email to correct the information before the payment can proceed. Once verification is complete, the designated point of contact of the eligible government will receive an email notifying them that their submission has been verified. Payments are generally scheduled for the next business day after this verification email, though funds may not be available immediately due to processing time of their financial institution.

60. How does a local government entity provide Treasury with a notice of transfer of funds to its State?

For more information on how to provide Treasury with notice of transfer to a state, please email SLRedirectFunds@treasury.gov.

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

TAB J

MEETING DATE:	May 19, 2021				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors May 5, 2021 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday, May 5, 2021, 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 May 5, 2021.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Fluvanna County Library, 214 Commons Blvd.
Palmyra, VA 22963
May 5, 2021
Regular Meeting 4:00pm

MEMBERS PRESENT: John M. (Mike) Sheridan, Columbia District, Chair
 Tony O'Brien, Rivanna District, Vice Chair (*entered the meeting at 4:06pm*)
 Mozell Booker, Fork Union District
 Patricia Eager, Palmyra District
 Donald W. Weaver, Cunningham District

ABSENT: None.

ALSO PRESENT: Eric M. Dahl, County Administrator
 Kelly Belanger Harris, Assistant 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 4:04pm, Chair Sheridan called to order the Regular Meeting of May 5, 2021.
 After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

MOTION:	Accept the Agenda, for the May 5, 2021 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	Absent	Yes	Yes
RESULT:	4-0				

4 - COUNTY ADMINISTRATOR'S REPORT

Mr. Dahl reported on the following topics:

EARTH DAY HAZARDOUS WASTE & TIRE COLLECTION

- Event was held on April 24 at Pleasant Grove Park from 10am - 2pm, tire collection 10am - 12pm but we accepted them until 2pm.
- Estimated 300-350 vehicles dropped off hazardous waste.
- Parks and Recreation had budgeted \$22,000 for hazardous waste and \$2,200 for tire collection.
- BOS kindly extended the allotted money in order to stay open and collect from anyone whom dropped off hazardous waste until 2pm.
- Total money spent on Hazardous Waste Collection was ~\$32,000.
- Thanks to Jacob Lawrence, Wayne Bates, Seth Aldridge & Bruce Anderson from Public Works for helping with the event. Also, thanks to the Parks and Recreation department for your work as well!

Pleasant Grove Park Carnival

- May 5th-8th and May 12th-15th
 - Wed & Thurs 6pm to 10pm
 - Fri 5pm to 10pm
 - Sat 10am to 3pm & 5pm to 10pm
- Free Entry & Free Parking
- Rides: \$15 armbands or \$1 per ticket
- Ages 5 and over must wear a face mask at all times
- For Questions, call Dylan Morris at (434) 589-2016 or dmorris@fluvannacounty.org

Spotlight on Business

Small Business Week 2021

- Fluvanna will celebrate Small Business Week May 2-8.
- Postcards are going to all listed businesses on BuyFromFluvanna.org.
- FromFluvanna.org/SBW will have resources for residents and businesses alike.

Next BOS Meetings:

Day	Date	Time	Purpose	Location
Wed	May 19	7:00 PM	BOS Regular Meeting	Library

Wed	Jun 2	4:00 PM	BOS Regular Meeting	Library
Wed	Jun 16	7:00 PM	BOS Regular Meeting	Library

5 - PUBLIC COMMENTS #1

At 4:10pm, Chair Sheridan opened the first round of Public Comments.

- Patricia Johnson, 317 Shannon Hill Road, thanked Mrs. Booker for her role in saving the Rosenwald School and the preservation of the history and presented her with the new Historical Society publication of The Rosenwald School.
- Kelsey Cowger, 60 Woodlawn Drive, commented on Mr. Weaver’s comments during the April 21, 2021 meeting towards Mrs. Booker and suggested the Board attend inclusivity training.
- Millie Fife, 889 Jefferson Drive, sent comments to be read during public comments. Her comments are attached to the minutes.
- Perrie Johnson, 229 Pine Lane, sent comments to be read during public comments. Her comments are attached to the minutes.
- With no one else wishing to speak, Chair Sheridan closed the first round of Public Comments at 4:24pm.

6 - PUBLIC HEARING

None.

7 - ACTION MATTERS

Regional Cigarette Tax Board – Resolution of Interest – Eric Dahl, County Administrator
 New Local Taxing Authority

- Cigarette Tax
 - Legislation was passed in the 2020 General Assembly session authorizing counties to levy cigarette taxes at a maximum rate of 40 cents per pack, beginning July 1, 2021
 - Much work is still be done on this issue and there are discussions of the cigarette tax being administered on a regional basis.
 - Preliminary conservative estimates show this tax could generate \$150K-\$200K annually.

Resolution of Interest

- The Thomas Jefferson Planning District Commission (TJPDC) would like to gauge interest from localities both within and outside of the TJPDC boundaries in establishing and participating in a regional cigarette tax board.
- In recent months, TJPDC staff have held several informational meetings with its members about the possibility and feasibility of establishing a regional entity to administer this tax on behalf of its localities.
- Such a regional board likely would be modeled on the Northern Virginia Cigarette Tax Board that serves 19 localities in that part of the state.
- Knowing the number of localities that may be interested will better inform our efforts to plan and shape what such a board might look like and how it would function, as well as projected local revenues and expenses.
- TJPDC seeks input from localities by the end of May 2021.

MOTION:	Adopt a Resolution in Participating in Regional Cigarette Tax Administration, as presented.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion	Second			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Proclaiming May Community Action Month – Michael Onorio, Americorp Volunteer, MACAA

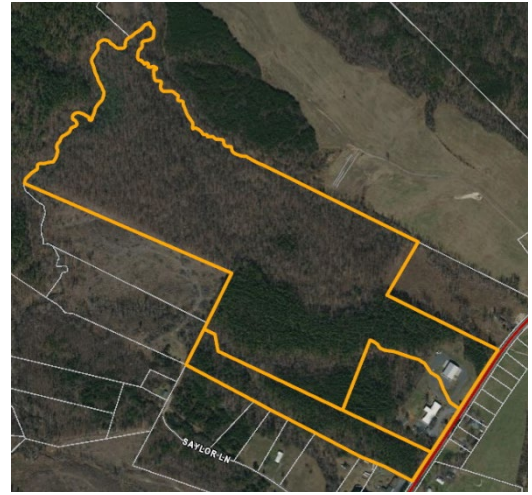
- Ms. Catherine Fae from MACAA presented the Proclamation for adoption.

MOTION:	Approve the Proclamation, “Proclaiming May 2021 Community Action Month,” as presented.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion	Second			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Purchase of Fluvanna TMP 51-A-138 and 51-A-139 – Eric M. Dahl, County Administrator

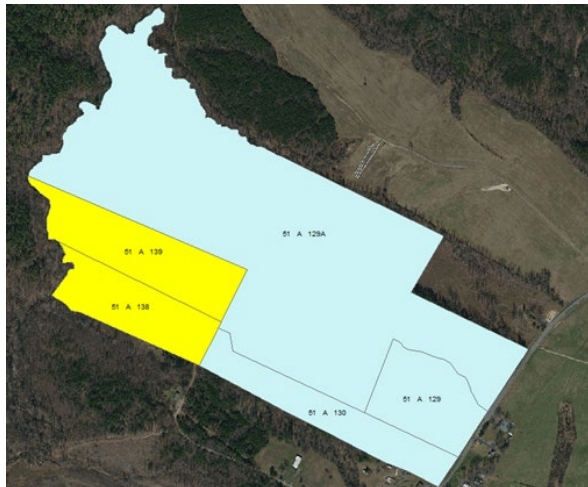
County owned parcels in Fork Union

- The County owns property in Fork Union. The original two parcels include the Fork Union Fire Department and the Fluvanna Community Center.
- In 2019, the County purchased TMP 51-A-130, the southern, long parcel.



Wells Properties

- The Wells Properties are two adjacent parcels, near the rear of the Fork Union Property.
- TMP 51-A-138 is 15 acres.
TMP 51-A-139 is 10 acres.
- These parcels are part of our site characterization of the Fork Union Property and future business park.



MOTION:	Approve acceptance of the deeds of conveyance of Fluvanna tax map parcels 51-A-138 for \$27,000.00 and 51-A-139 for \$18,000.00 from Henry D. Wells and others, subject to approval of the form of all documents by the County Attorney. I further move to authorize the County Administrator to execute the deeds to evidence such acceptance and to authorize such actions and execute any other documents he deems necessary or appropriate in connection with the purchase, all containing such terms as may be approved by the County Administrator.				
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:	Approve a supplemental appropriation of \$30,000.00 from the Unassigned Fund Balance for the purchase of Fork Union parcels 51 A 138 and 51 A 139.				
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): - JAUNT Board – Fluvanna County Representative, Pamela Bevins, Term May 5, 2021, through June 30, 2022.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Eager	Motion		
VOTE:	No	Yes	Yes	Yes	Yes
RESULT:	4-1				

MOTION:	Move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s):				
	<ul style="list-style-type: none"> - Parks and Recreation Advisory Board (RAB) – At-large Position, Jon Bishop Larson, term May 5, 2021, through June 30, 2022. - Agricultural-Forestal District Advisory Council – Land Use Position, Marc L. Imhoff, Term May 5, 2021 through July 31, 2024. 				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Eager	Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

8 - PRESENTATIONS

Colonial Circle – Coves at Monticello Affordable Workforce Housing – Eric Dahl, County Administrator or Douglas Miles, Director of Community Development

Conceptual Site Plan



Project Summary

- 124 garden-style apartment units
 - o 92 2-bedroom units
 - o 32 3-bedroom units
- Community Building with leasing office, community meeting room, fitness center
- Maintenance Building
- 42 units will be reserved for households with incomes no more than 50 % of the Area Median Income.
- 44 units will be reserved for households with incomes no more than 60 % of the Area Median Income.
- 38 units will be reserved for households with incomes no more than 70 % of the Area Median Income.

Area Median Income

[Fluvanna County](#)

MSA: Charlottesville, VA HUD Metro FMR Area

Median Income: \$93,900.00

Percentage	One	Two	Three	Four
30%	\$19,750.00	\$22,550.00	\$25,350.00	\$28,150.00
40%	\$26,320.00	\$30,080.00	\$33,840.00	\$37,560.00
50%	\$32,900.00	\$37,600.00	\$42,300.00	\$46,950.00
60%	\$39,480.00	\$45,120.00	\$50,760.00	\$56,340.00
80%	\$52,600.00	\$60,100.00	\$67,600.00	\$75,100.00

Target Workforce Population

The following is a sample of local employees who would qualify for the affordable workforce housing:

Job Title	Annual Wages	Source
DSS Human Services Asst	\$25,904	Fluvanna County Jobs
Deputy Sheriff @\$17/hr	\$35,360	Fluvanna County Jobs
911 Communications Officer @15.50/hr	\$32,240	Fluvanna County Jobs
1 st Year Teacher	\$46,000	Fluvanna County Public Schools Salary Scale
Maintenance(Tier 1)	\$33,500	Fluvanna County Public Schools Salary Scale
School Nurse	\$31,500	Fluvanna County Public Schools Salary Scale
Corrections Officer	\$33,394	Fluvanna Correctional Center



Zoning

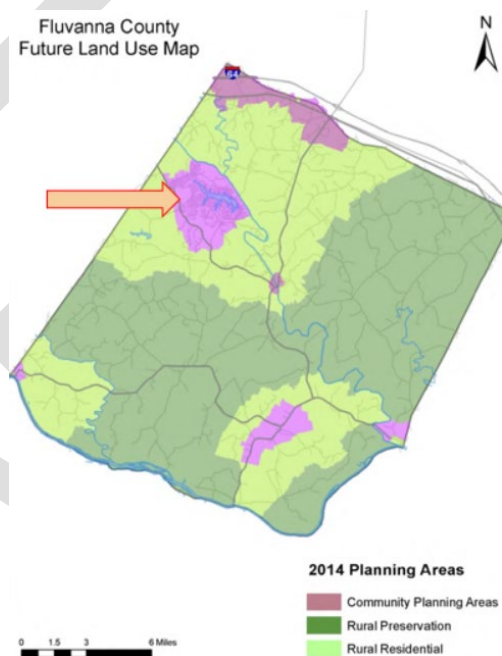
- This project is a part of the Colonial Circle R-3 Residential Planned Community located on Tax Map 8-A-A14A
- In June 2020, the Fluvanna County Board of Supervisors approved the rezoning to RPC (Residential Planned Community) with a Special Use Permit, which allows up to 325 units within the R-3 mixed-use project.

Comprehensive Plan Map

- Development located in the Rivanna Community Planning Area, a designated growth area in the Palmyra District.

Comprehensive Plan

- The Comprehensive Plan encourages affordable housing for the Rivanna CPA. Chapter 2, pages 51, 54
- "To remain sustainable and livable, the community needs diverse and affordable housing. Affordable housing serves homes making 80 percent or less of the area median income (AMI)." Executive summary, page 6
- The Comprehensive Plan specifically highlights that "partnerships are critical to the effective provision of affordable housing....Local government action in collaboration with developers...makes for stronger, more cohesive, and more sustainable housing programs." Chapter 8, page 121
- Community Development, Planning Commission, and Staff are tasked with the ongoing work to "offer incentives for building mixed-income housing, with an emphasis of workforce and affordable housing, in the community planning areas to maximize the use of existing transportation corridors, creating the level of density needed for attracting mixed-use development and creating vibrant, diverse, and healthy neighborhoods." Goals and Strategies, page 161



Project Summary

- Total Development Costs: \$21,082,000
- Low Income Housing Tax Credit (LIHTC) Reservation Application submitted to VHDA for 4% tax-exempt bond financing.
- Green certification through National Green Building Standard.
- Located in Difficult to Develop Area (2020).
- Single-purpose entity: Monticello Coves Realty Partners LP. General Partner: Monticello Coves Apartments LLC.
- Managed by Park Properties Management Co., a VHDA Certified Management Agent.

Financial Incentive/Performance Agreement

15-year Financial Incentive to provide Affordable Workforce Housing through a Performance Agreement:

Project pays full amount of assessed taxes after *pro rata* increase in years 16-20.

County provides Financial Incentive (difference between taxes based on estimated value at stabilization and current valuation) to Project.

Similar Performance Agreements have been a widely accepted resource in partnering with localities to meet workforce-housing needs.

30-year Extended Use Agreement to keep Project affordable.

Deed restriction runs with the land.

Financial Incentive Calculations:
Real Estate Taxes Only

As-Is		Completion with Performance Agreement		Difference
Current valuation	\$1,500,000	Estimated value at stabilization	\$12,276,000	\$10,776,000
Current taxes	\$13,875	Estimated taxes at stabilization	\$113,553	\$99,678
Total Taxes Years 1-30	\$416,250	Total Taxes Years 1-30	\$1,684,314	\$1,268,064

Additional Economic Impacts

Initial Effect

- Jobs created by the construction
- Real Estate Taxes
- Water & Sewer/ Utilities Fees
- Personal Property Taxes
- Permits

Ripple Effect

- Local income from Initial Effects spent on other local goods and services.
- Generates income, which is spent on more locally produced goods and services.

Stabilized Effect

- Provides housing to support local jobs
- Income & taxes generated as a result of the project being occupied.

Economic Impact for 124 new multifamily units in Fluvanna County

Estimated Construction Cost**: \$21,082,000.00

Economic Impact***			
Short Term		Long Term	
Estimated Job Creation:	283.38	Estimated Jobs Supported:	10.59
Estimated Gross Fiscal Revenues:	\$874,912.48	Estimated Gross Fiscal Revenues†:	\$327,180.48
Estimated Local Economic Growth:	\$18,657,570.00	Estimated Local Economic Growth:	\$1,310,600.49

The conclusions demonstrate the jobs created and supported while exhibiting positive fiscal attributes to the County.

- After a lengthy discussion, the Board of Supervisors asked Pinnacle Construction to provide other performance agreement options to review at a later date.

Sheriff's Office Training Summary– Major David Wells, Sheriff Eric Hess

Types of Training

- Basic Academy
- Field Training
- In-Service
- Roll Call
- On The Job

State Regulation

- Law Enforcement Officers are regulated by the Virginia Department of Criminal Justice Services
- The Virginia Department of Criminal Justice Services (DCJS), Division of Law Enforcement has multi-faceted responsibilities including oversight and management of training standards and regulations for the criminal justice community. We offer various types of training classes and seminars to assist our public safety professionals who are on the front lines keeping our citizens, visitors and property safe here in the Commonwealth. The Division is dedicated to enhancing public safety and improving criminal justice.

Basic Academy

- 22 weeks at the Regional Academy
- Minimum Compulsory Training Standards
 - Topics mandated by DCJS
 - Professionalism
 - Legal Issues
 - Communication
 - Patrol
 - Investigations
 - Defensive Tactics/Use of Force
 - Driver Training
 - Physical Training
 - Weapons

Initial Certification

- Must complete and pass the basic academy
- Must pass the state Law Enforcement Certification Exam
- Must complete and pass Field Training (New recruits complete 284 hours, 184 hours above state minimum)

In-service training

- To maintain certification must completed a minimum of 40 hours every 2 years of DCJS approved training
 - Career Development – 34hrs
 - Cultural Diversity – 2hrs
 - Legal Updates – 4hrs
 - Must pass DCJS approved firearms training annually

In-House Training

In addition to the minimum requirements, we routinely conduct in-house trainings. Examples:

- Roll-call trainings
 - Weekly mini training sessions
- In-house training team of senior deputies and DCJS certified instructors
- CPR/First Aid
- Legal Updates
- Search & Seizure
- Implicit biased
- Investigative techniques
- Crimes against children
 - Partner with DSS
- Domestic Violence
 - Partner with the Shelter For Help In Emergency

Use of Force

- Annual use of force/defensive tactics training
- Case law review – Force is a 4th Amendment seizure , 8th and 14th Amendment concerns
- Training topics
 - De-Escalation
 - Hands-On
 - OC
 - TASER
 - Baton
 - Impact
 - Dynamic firearms

Specialized Training

- Crisis Intervention Training
- Child abuse
- Domestic Violence
- De-escalation
- DUI Testing and enforcement
- Computer Crime
- Criminal Investigations
- Death Investigation
- Arson
- Leadership

On the job

- Every call is different
- Evaluate and review reports and body-cam
- After action reviews
- Case law changes all time
-
- Web based training
- Place newer deputies on shifts with senior deputies
- Mentorship

Challenges

- Law Enforcement is a broad profession
- People want us to be experts in:
 - Psychology and Human Behavior
 - Navy Seal level marksmen and fighters
 - Criminal Law
 - Forensic Specialist
 - Computer Scientist
 - Social Work
 - NASCAR level driving skill
 - Fortune telling
- All while providing 24/7 coverage & without running up overtime cost

How we respond to the challenges

- Team Concepts
 - Diverse skill-set shifts
 - Focus each deputy's strength and try to improve the weakness
- Emphasis on community engagement and empathy
- Consistent self-examination
- Continual training review and updates
- Habitual legal updates and policy review
- Understanding that we are human, focus on deputy wellness

Trends, law changes, & unfunded mandates

- Increase in unfunded state mandates that could have significant budget implications
- Increase DCJS minimum in-service
- New, yet unknown training mandates from DCJS
- MARCUS Alert (stands for mental health awareness response and community understanding services) requires creation, staffing, and training of special designated teams. The state is still establishing the process and protocols
- Focus on use of force and de-escalation
- All will result in additional training dollars, staffing, and equipment

9 - CONSENT AGENDA

The following items were approved under the Consent Agenda for May 5, 2021:

- *Minutes of April 21, 2021* – Caitlin Solis, Clerk to the Board of Supervisors
- *Resolution Recognizing Matthew Covington Gresham - Eagle Scout* – Caitlin Solis, Clerk to the Board of Supervisors
- *FY21 DEQ ZXR West Waterline Supplemental Appropriation* – Liz McIver, Management Analyst
- *ZXR Construction Services PA#8* – Cyndi Toler, Purchasing Officer
- *AG Dillard Change Order # 6* – Cyndi Toler, Purchasing Officer
- *Adams Creek Agricultural/Forestral District Review and Renewal* – Jason Overstreet, Senior Planner

MOTION:	Approve the consent agenda, for the May 5, 2021 Board of Supervisors meeting.				
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

Redistricting 2021 Update – Eric Dahl, County Administrator

Kelly Harris updated the Board on the Census update releasing the total population data for all states for apportionment purposes for Senate seats. No county data was released.

- Mrs. Booker thanked the community for the support with changing the word “death” to “murder” on Resolution 19-2020. She suggested the resolution be left as is since it referenced two separate instances, one of which has not gone to trial. She asked for closure on the subject; and to move forward focusing on the other paragraphs in the resolution to bring the community together.
- Mr. O’Brien Suggested the staff and Board of Supervisors take bias training to help inclusivity in our local government.

11 - NEW BUSINESS

- Mrs. Eager mentioned a citizen living on Rt. 600 that contacted her for help regarding the loud noise made by trucks traveling Rt. 600. Unfortunately, there is nothing the Board can do to prevent the trucks from traveling the road.
- Mrs. Booker mentioned a presentation Sheriff Hess is giving to the NAACP on May 12, 2021.
- Mr. O’Brien brought up a citizen across the road from Tractor Supply complaining about the light pollution produced by the new store.

12 - PUBLIC COMMENTS #2

At 7:40pm, Chair Sheridan opened the second round of Public Comments.

- Sharron C. Harris, 9 Pineknoll Circle, sent comments to be read during public comments. Her comments are attached to the minutes.
- Jenifer Richardson, 12 Hardwood Road, sent comments to be read during public comments. Her comments are attached to the minutes.

With no one else wishing to speak, Chair Sheridan closed the second round of Public Comments at 7:50pm.

MOTION TO EXTEND

- *At 7:51pm, a motion was made to extend the Board of Supervisors meeting.*

MOTION:	Approve a motion to extend the May 5, 2021 Regular Board of Supervisors meeting to 9:00pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second				Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

13 - CLOSED MEETING

MOTION:	At 7:51pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.3, A.6 & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Real Estate, Investment of Funds and Legal Matters.				
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 8:31pm, 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:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

14 - ADJOURN

MOTION:	Adjourn the regular meeting of Wednesday, May 5, 2021 at 8:32pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second				Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

John M. Sheridan
Chair



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia

RESOLUTION No. 12-2021

A RESOLUTION IN PARTICIPATING IN REGIONAL CIGARETTE TAX ADMINISTRATION

WHEREAS, the 2020 General Assembly approved, and the governor signed into law, legislation that allows Virginia counties to enact a local cigarette tax of up to 40 cents per pack, effective July 1, 2021; and

WHEREAS, SB 1326, adopted by the 2021 General Assembly and signed into law by the governor, encourages local cigarette stamping and tax collection through regional cigarette tax boards; and

WHEREAS, the bill defines a "regional cigarette tax board" as one established by a group of at least six member localities, pursuant to their authority under the joint exercise of powers (§ 15.2-1300 et seq.) and Regional Cooperation Act (§ 15.2-4200 et seq.) provisions of the Code of Virginia; and

WHEREAS, the Thomas Jefferson Planning District Commission (TJPDC) was duly established in 1972 pursuant to the Code of Virginia; and

WHEREAS, a key part of the mission of the TJPDC is to lead development of solutions for the region’s critical issues by helping member governments identify such issues and finding collaborative approaches to address them; and

WHEREAS, the TJPDC staff, in discussion with its member localities, has been examining how a regional cigarette tax board could function in the broader Central Virginia region; and

WHEREAS, the establishment of a regional cigarette tax board would promote the uniform administration of local cigarette taxes throughout the region for those localities desiring to participate in such a board;

NOW THEREFORE BE IT RESOLVED, that the Fluvanna County Board of Supervisors expresses its interest in participating in a regional cigarette tax board being pursued by the TJPDC; and

BE IT FURTHER RESOLVED, that the Fluvanna County Board of Supervisors authorizes the County Administrator to proceed with participating in discussions with the TJPDC and other localities in the broader region on the formation of a regional cigarette tax board; and

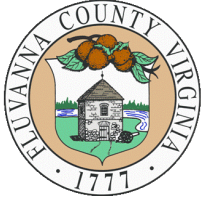
BE IT FURTHER RESOLVED, that any decision by the Fluvanna County Board of Supervisors to become a member of any regional cigarette tax board so established must be approved by the Fluvanna County Board of Supervisors.

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

Attest:

 John M. Sheridan, Chair

Fluvanna County Board of Supervisors



BOARD OF SUPERVISORS

County of Fluvanna

Palmyra, Virginia

PROCLAMATION 04 - 2021

PROCLAIMING MAY 2021 COMMUNITY ACTION MONTH

WHEREAS, Community Action connects individuals and families to approaches that help them succeed and promotes community-wide solutions to challenges throughout our cities, suburbs, and rural areas; and

WHEREAS, Community Action builds and promote economic stability as an essential aspect of enabling and enhancing stronger communities, which in turn promotes self-sufficiency, ensuring that all Americans can live in dignity; and

WHEREAS, Community Action connects millions of children and families to greater opportunity, transforming their lives and making our communities — and our nation — stronger; and

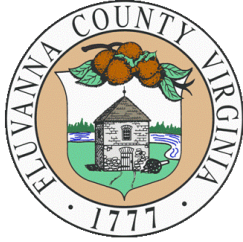
WHEREAS, Community Action serves 99% of America's counties in rural, suburban, and urban communities, offering life-changing services that create pathways to prosperity by connecting families to job training, affordable housing, utility assistance for seniors, promoting community-wide solutions and sharing expertise; and

WHEREAS, Community Action will continue to implement innovative programs that create a greater chance at success for everyone, will continue to focus on a broader range of community challenges to ignite economic growth and ensure all families can benefit, and will continue to be a voice for the disenfranchised.

NOW, THEREFORE, the Fluvanna County Board of Supervisors does hereby proclaim May 2021 as Community Action Month in recognition of the hard work and dedication of the Monticello Area Community Action Agency.

Passed and adopted this 5th day of May, 2021.

John M. Sheridan. Chair
Fluvanna County Board of Supervisors



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 13 – 2021

A RESOLUTION RECOGNIZING MATTHEW COVINGTON GRESHAM AWARD OF EAGLE SCOUT STATUS

The Fluvanna County Board of Supervisors adopted the following resolution on Wednesday, February 19, 2020:

WHEREAS, the Boy Scouts of America was incorporated by Mr. William D. Boyce on February 8, 1910; and

WHEREAS, the Boy Scouts of America was founded to promote citizenship, training, personal development and fitness of individuals; and

WHEREAS, Matthew Covington Gresham has completed all the requirements for becoming an Eagle Scout; and

WHEREAS, Matthew has been examined by an Eagle Scout Board of Review and deemed worthy of the Eagle Scout award; and

WHEREAS, Boy Scout Troop 154 will be convening an Eagle Scout Court of Honor on May 8, 2021 at 2:00 p.m. at Lake Christian Church, Palmyra, Virginia; and

WHEREAS, the Fluvanna County Board of Supervisors fully supports the programs of the Boy Scouts of America and recognizes the important services they provide to the youth of our Country.

NOW, THEREFORE BE IT RESOLVED that the Fluvanna County Board of Supervisors joins Matthew's family and friends in congratulating him on his achievements, the award of Eagle Scout status and acknowledges the good fortune of the County to have such an outstanding young man as one of its citizens.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 5th of May, 2021, by the following vote:

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

Attest:

John M. Sheridan, Chair
Board of Supervisors



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 14-2021

A RESOLUTION TO AUTHORIZE RENEWAL OF THE ADAMS CREEK AGRICULTURAL/FORESTAL DISTRICT FOR AN ADDITIONAL TEN-YEAR PERIOD TO EXPIRE MAY 16, 2031

At a regular meeting of the Board of Supervisors of the County of Fluvanna held in the Fluvanna County Library at 4:00 p.m. on the 5th day of May 2021, at which the following members were present, the following resolution was adopted by a majority of all members of the Board of Supervisors, the vote being recorded in the minutes of the meeting as shown below:

WHEREAS, the Fluvanna County Board of Supervisors approved the creation of the Adams Creek Agricultural/Forestal District on May 16, 2001 for a ten-year period; and

WHEREAS, the Fluvanna County Board of Supervisors approved the renewal of the Adams Creek Agricultural/Forestal District on April 6, 2011; and

WHEREAS, the district will expire on May 16, 2021; and

WHEREAS, in accordance with Section 15.2-4311 of the Code of Virginia, the Fluvanna County Planning & Community Development Department contacted the current property owners of parcels identified in the Adams Creek Agricultural/Forestal District and advised them that the approved district would expire on May 16, 2021 and inquired whether the owners desired that the property remain in or be removed from the district.

NOW, THEREFORE BE IT RESOLVED on this 5th day of May 2021 that the Fluvanna County Board of Supervisors hereby renews the Adams Creek Agricultural/Forestal District for an additional ten-year period to expire on May 16, 2031.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at the regular meeting of the Board held on the 5th day of May, 2021;

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

Attest:

John M. Sheridan, Chair
Fluvanna County Board of Supervisors

Public Comments

Millie Fife, 889 Jefferson Drive, Palmyra, VA

Dear Members of the Board of Supervisors and Mr. Dahl,

I'm writing to you because I am troubled by the discussion during the April 21 Fluvanna County Board of Supervisors meeting. Specifically, I am concerned about the response to a proposed change to the resolution the board adopted in June 2020 after the killing of George Floyd and Rayshard Brooks.

When the B.O.S. adopted the resolution last year, I was pleased it reflected an understanding of what was happening in the country and our collective and individual need to take corrective actions. The fact that one word was chosen over what I felt to be the more accurate term was disappointing, but I accepted the reasoning. However, now a verdict by a jury has been reached and the officer was found guilty of second-degree unintentional murder, third-degree murder, and second-degree manslaughter. Whether or not supervisors, the county attorney, or the staff agree with the verdict is irrelevant. (Furthermore, the county attorney, as he stated himself, does not know Minnesota law and does not have a license to practice in that state, and therefore was, in my opinion, out of bounds in offering an opinion on the matter.)

However, as the board has decided to wait for the judge to sentence Chauvin, I expect that the language in the resolution will be changed to reflect this. Waiting for the possibility of appeals to work through the system is a needless delay; the judge and jury will have reached their decisions and the officer will have begun serving his sentence. While the B.O.S. took an important step in passing this resolution 5-0, it is also important to the community that our representatives recognize the verdict. I heard it suggested that elected officials should not weigh in on cases because of the possibility that it might sway a prospective juror in a possible appeal. Do you honestly feel that a resolution with language reflecting a legal finding by a board of supervisors in a small county in Virginia would be known by, much less affect, a juror in a state thousands of miles away at some possible future date?

When the B.O.S. adopted the resolution last year, I was pleased there were clear action items included. I would be interested in knowing the status of those. Specifically, what has the B.O.S. learned and what has the sheriff's office shared with the public about the Reserve Deputies? Who are the Reserve Deputies, do they receive de-escalation training, etc.?

WHEREAS, The Fluvanna County Board of Supervisors calls on the Fluvanna County Sheriff to increase transparency and make the public aware of the role, duties, membership, and training of the reserve deputy program, and commit to training reserve deputies on crisis intervention, cultural diversity, how to avoid bias-based policing, and the proper use-of-force.

The discussion was contentious and hard to track. The setup with the camera for your meetings is such that you cannot tell who the speaker is and individuals do not self-identify. (The YouTube video spotlights the agenda with the people in the room relegated to a small corner of the screen.) If you can't recognize the voice, you don't know who said what. In addition, participants do not always keep their microphones on. For transparency and accountability reasons, it's helpful to be able to follow in real time who is talking. While minutes are released, these do not provide the information that a transcript would as far as what actually transpired at the meeting. Having an audio and/or video recording is also not sufficient as again, you can't tell who says what. Especially during a time when meetings are closed to the public, but even after residents are allowed to attend, there is no reason for this to continue to be an issue one year into the pandemic. Supervisors are responsible to their constituents for what they say and do at public meetings and on behalf of the community. If we cannot determine who is speaking at a public meeting, then how is this a good faith demonstration of accountability? Please improve the video and audio so that each person can clearly be seen and heard and if possible, provide transcripts.

There are fifteen elected officials in Fluvanna County. Only one of these is a person of color. The way the discussion devolved at this meeting shows that the supervisors have work to do to honor the resolution. (If you tune into the meeting at the 2:31 point you will hear what I'm referring to:

<https://www.youtube.com/watch?v=xpLjsQDKppM&t=8232s>

The behavior exhibited not only showed grave disrespect for Ms. Booker, but for all the black and brown residents of Fluvanna. I look forward to hearing what next steps the Board will take to honor what it committed to last summer and when. As the resolution states:

BE IT FURTHER RESOLVED, that this Board commits itself to efforts to engage the community in constructive, honest, and substantive dialogue to better understand where inequities exist and to adopt policies to eliminate them. This Board is committed to ensuring a safe and healthy environment where everyone can thrive, and we urge all county residents to join us in this crucial, ongoing effort. We recommit to you our intent to build and support a united community of all Fluvanna residents, based in mutual respect, equity, and wellbeing.

Thank you for your consideration.

Sincerely,

Millie Fife

889 Jefferson Drive, Palmyra, VA

To the Fluvanna Board of Supervisors,

I am proud to be served by a governing body that works together to unanimously pass a budget that, among other accomplishments, fully funds the requests of our public schools. I'm grateful to each of you for your consideration and your service.

Sincerely,
 Perrie Johnson
 229 Pine Ln
 Fork Union

Sharon C. Harris, 9 Pineknoll Circle

Dear Supervisors,

I am a resident of Fluvanna county and I am writing to you in response to discussion at the April 21, 2021 board meeting of Resolution 19-2020. I support the well-reasoned request to amend the resolution. While I was gratified that you adopted the resolution last summer with a vote of 5-0, I am now disconcerted that you decided not to recognize the verdict in this case.

I also want to express my complete dismay at what transpired at the meeting. Specifically, comments were made that ignored the commitment to "constructive, honest, and substantive dialogue" as promised in the resolution. Furthermore, as outlined in the Board of Supervisors' Code of Ethics, members are expected to maintain a respectful attitude toward colleagues and others. Respect was not evident during this meeting.

Insensitivity and disrespect were shown to Mrs. Booker as well as to members of our community who have experienced racial injustice and those of all races and backgrounds who work for equity and justice. Admonishing Mrs. Booker and others to "just sit back and relax" fails to show any concern for those facing racial injustice, hatred, and discrimination. Declaring "you can't, but I can" reflects the privilege to be able to ignore racial injustice with the knowledge that your race protects you and your loved one from such suffering.

Thus it appears that some members of the board are woefully unaware of the impact of racism, oppression, and white privilege. Without this understanding and awareness, the board is ill-equipped to honor its resolution to understand inequities and adopt policies to eliminate them and to do the work of the people.

So I call on you to do the work, to educate yourselves on these issues, and to become aware of how completely insensitive and inappropriate it is to suggest a fitting response to racial injustice is to "just sit down and relax." Education and training on these issues are readily available and wholly necessary to restore public confidence in the ability of the board to serve the public good.

In addition to the disrespect shown to Supervisor Booker, the offering of an opinion by the county attorney on the findings of a court in a state in which he is not licensed to practice law was improper. Mr. Payne cited specific concerns over how the case was presented without formal knowledge of Minnesota law. Moreover, a board member cited this improperly offered guidance as a reason not to support the request. None of this is proper or acceptable.

Mr. Payne also made disrespectful and inappropriate comments about the Governor of Virginia. His partisan comments were unprofessional and counterproductive to the work of the board. Such behavior does not exemplify the legal profession's ideals of public service. Our community deserves better from its leaders and those who advise them. Thus I ask each of you to recommit yourselves to following the Board of Supervisors' Code of Ethics; to engage in respectful behavior toward each other and the community; to listen and refrain from interrupting; to consider all opinions and points of views including those that differ from yours; and to honor the promises made in Resolution 19-2020. Likewise, to ensure necessary transparency, the audio and video of the meetings must be improved, and speakers need to identify themselves to help the public follow board proceedings.

I also call on the board to seek and promote understanding, to find ways to engage with and bring members of the community together, and to make efforts to get to know and understand those members who support you, as well as those whose ideologies differ from yours. It is only by committing to know and respect each other that we will cherish our common humanity and begin to live in peace and harmony.

Respectfully,

Sharon C. Harris

Jennifer Richardson, 12 Hardwood Road

I watched the most recent Board of Supervisors meeting on Wednesday, April 21st and I must say that I was appalled at Supervisor Weaver's behavior towards Supervisor Booker towards the end of the meeting when Haden Parrish's question was revisited. His outburst was completely unprofessional and not the way I would expect an elected official to behave towards anyone, particularly toward the only woman of color on the Board while discussing a sensitive racial topic.

I would like to remind you of the text from Resolution 19-2020 that you voted in favor of last summer:

***"WHEREAS** this Board adamantly rejects words, actions, and policies that foster division and bring out bigotry, hatred, and discrimination, and condemns racism and oppression of people of color in our county; and **BE IT FURTHER RESOLVED**, that this Board commits itself to efforts to engage the community in constructive, honest, and substantive dialogue to better understand where inequities exist and to adopt policies to eliminate them. This Board is committed to ensuring a safe and healthy environment where everyone can thrive, and we urge all county residents to join us in this crucial, ongoing effort. We recommit to you our intent to build and support a united community of all Fluvanna residents, based in mutual respect, equity, and wellbeing."*

Supervisor Weaver violated this resolution when he accused Supervisor Booker of "fanning the flames" as if Black Lives were a fire that needed to be put out. This is a perfect example of white privilege he possesses because yes, while Supervisor Booker cannot relax because everytime her children get in a car to go somewhere she must pray that they don't get pulled over and killed because of the color of their skin, but Supervisor Weaver can "relax" because his white children don't have that particular obstacle facing them. Speaking over and yelling at Supervisor Booker was disrespectful, divisive, and wrong, not only to Mrs. Booker but to all of his Black constituents in Cunningham. Supervisor Weaver's words and actions fostered division and brought out bigotry, hatred, and discrimination. He did not engage in constructive, honest, and substantive dialogue to better understand where inequities exist. Instead, Supervisor Weaver lashed out at a Black woman.

I would love to see this behavior corrected in future meetings. A good start would be a public apology to Supervisor Booker. Even if you disagree on an issue, there needs to be a modicum of decorum displayed. Yelling at and talking over other Board members is not acceptable. I would also like Resolution 19-2020 amended to include a commitment from the Board to invest in professional training on race in America so that they can adhere to the actions in the resolution above. I would like to see the Board as a whole reconsider guidelines for respectable behavior at public meetings because Supervisor Weaver's behavior was completely unacceptable.

There were other troubling aspects of the meeting. The County Attorney's advice to the Board was not based on his actual knowledge of Minnesota law. He was clearly giving his opinion as an individual, not as an attorney because a good attorney would have done some research on Minnesota law before opining to the Board in a public meeting. Mr. Payne stated he was unfamiliar with Minnesota law, therefore he was not in a position to give advice on the subject of Mr. Chauvin's conviction of 2nd Degree Murder. As to Mr. Payne's statement about elected officials statements affecting future outcomes of the case, it is not very likely that a future courtroom will be swayed by a change of wording in a resolution passed by the Fluvanna County Board of Supervisors.

I would also very much appreciate better audio and visual for the meetings for those of us watching remotely. The Board is in a small corner of the screen and it's very hard to see who is talking at any particular

time. Please identify yourselves when speaking and do not turn your microphones off. The public deserves total transparency.

Sincerely,

Jennifer Richardson

12 Hardwood Rd

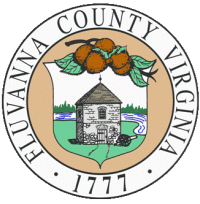
Palmyra, VA 22963

DRAFT

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

TAB K

MEETING DATE:	May 19, 2021				
AGENDA TITLE:	Proclaiming May 2021 Older Americans Month				
MOTION(s):	I move the Board of Supervisors proclaim May 2021 Older Americans Month.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Assistant County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>“When Older Americans Month was established in 1963, only 17 million living Americans had reached their 65th birthday. About a third of older Americans lived in poverty and there were few programs to meet their needs. Interest in older Americans and their concerns was growing. A meeting in April 1963 between President John F. Kennedy and members of the National Council of Senior Citizens led to designating May as “Senior Citizens Month,” the prelude to “Older Americans Month.”</p> <p>Historically, Older Americans Month has been a time to acknowledge the contributions of past and current older persons to our country, in particular those who defended our country. Every President since Kennedy has issued a formal proclamation during or before the month of May asking that the entire nation pay tribute in some way to older persons in their communities. Older Americans Month is celebrated across the country through ceremonies, events, fairs, and other such activities.” – <i>from the Older Americans Month website</i></p>				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Proclamation, “Proclaiming May 2021 Older Americans Month.”				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia

PROCLAMATION 04 - 2021

Proclaiming May 2021 Older Americans Month

Whereas, Fluvanna County includes a growing number of older Americans who have built resilience and strength over their lives through successes and difficulties; and

Whereas, Fluvanna County benefits when people of all ages, abilities, and backgrounds are included and encouraged to share their successes and stories of resilience; and

Whereas, Fluvanna County recognizes our need to nurture ourselves, reinforce our strength, and continue to thrive in times of both joy and difficulty; and

Whereas, Fluvanna County can foster communities of strength by:

- creating opportunities to share stories and learn from each other;
- engaging older adults through education, recreation, and service; and
- encouraging people of all ages to celebrate connections and resilience.

Now, therefore, the Fluvanna County Board of Supervisors does hereby proclaim May 2021 to be Older Americans Month in the County of Fluvanna and urges every resident to recognize older adults and the people who support them as essential contributors to the strength of our community.

Passed and adopted this 19th day of May, 2021.

John M. Sheridan, Chair
 Fluvanna County Board of Supervisors

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

Incl?	Item
<input checked="" type="checkbox"/>	BOS Contingency Balance Report
<input type="checkbox"/>	Building Inspections Report
<input checked="" type="checkbox"/>	Capital Reserve Balances Memo
<input type="checkbox"/>	CARES Fund Balance Memo
<input type="checkbox"/>	Fluvanna County Bank Balance and Investment Report
<input checked="" type="checkbox"/>	Unassigned Fund Balance Report
<input type="checkbox"/>	VDOT Monthly Report & 2020 Resurfacing List
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

MEMORANDUM

Date: May 19, 2021
From: Tori Melton – Management Analyst
To: Board of Supervisors
Subject: FY21 BOS Contingency Balance

The FY21 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$150,000
Less: Registrar's Office Relocation – 07.01.20	-\$20,000
Less: Fire & Rescue Fleet Study – 08.05.20	-\$1,112
Less: Registrar's Office Relocation – 08.19.20	-\$5,400
Less: Fluvanna Hiring Event – 11.04.20	-\$2,000
Less: Drug Court County Match – 12.02.20	-\$45,000
Less: Fork Union Training Building Design – 01.20.21	-\$22,460
Available:	\$54,028

MEMORANDUM

Date: May 19, 2021
From: Tori Melton, Management Analyst
To: Board of Supervisors
Subject: FY21 Capital Reserve Balances

The FY21 Capital Reserve account balances are as follows:

County Capital Reserve:

FY21 Budget Allocation:	\$200,000
FY20 Carryover	\$267,970
Total FY21 Budget:	\$467,970
Add: FY20 Closed CRM Projects -06-26-20	\$11,308
Less: SCADA System Room HVAC – 07.01.20	-\$30,300
Less: Public Safety Building HVAC – 07.01.20	-\$9,325
Less: Carysbrook Gym Heating System Replacement – 12.17.20	-\$34,347
Less: FUSD Roof Replacement - 01.06.21	-\$5,700
Less: HVAC Unit Replacement at The Old Stone Jail – 02.03.21	-\$3,166
Less: Replacement Roof for Pleasant Grove Summer Kitchen – 02.03.21	-\$11,200
Less: Lektriever Filing System Repair – 03.17.21	-\$3,723
Add: FY21 Closed CRM Projects – 03.30.21	\$5,568
FY21 Available:	\$387,085

Schools Capital Reserve:

FY21 Budget Allocation:	\$200,000
FY20 Carryover	\$224,903
Total FY21 Budget:	\$424,903
Less: FCHS Compressor Replacement – 07.01.20	-\$6,000
Less: FCHS HVAC Condenser Replacement – 08.05.20	-\$24,000
Less: FCHS Cooling Tower – 08.19.20	-\$10,975
Add: Closed CRM Projects -09.24.20	\$1,231
Less: Two Bus Engine Replacements – 03.17.21	-50,000
Less: Central Elementary Asphalt Repair – 04.07.21	-5,000
FY21 Available:	\$330,159

MEMORANDUM

Date: May 19, 2021
From: Tori Melton – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

FY20 Year End Audited Total Unassigned Fund Balance:	\$19,939,645
Unassigned Fund Balance – 12% Target Per Policy:	\$9,522,851
Unassigned Fund Balance – Excess Above Policy Target:	\$10,416,794
Add: FY21 Reassessment Budget Transfer	\$66,515
Less: FY20-21 County Carryover Request – 11.04.20	-\$153,447
Less: FY20-21 Schools Carryover Request – 11.04.20	-\$400,000
Less: FY20-21 Sheriff’s Office Volunteer Funds Carryover – 11.18.20	-\$3,575
Less: FY21 Fork Union Property Site Development – 01.20.21	-\$111,360
Less: FY20-21 Broadband Grant Carryover Request – 02.03.21	-\$375,000
Less: FY21 Admin Building Basement Remodel Prep Work – 03.03.21	-\$60,794
Less: FY20-FY21 Automatic Carryovers	-\$56,625
Less: FY22 CIP – 04.21.21	-\$1,676,569
Current Unassigned Fund Balance	\$7,645,939

