



FLUVANNA COUNTY BOARD OF SUPERVISORS

BOS 2021-06-16 p.1/320

REGULAR MEETING AGENDA

Fluvanna County Library, 214 Commons Blvd.

Palmyra, VA 22963

June 16, 2020 at 7:00 pm

TAB	AGENDA ITEMS
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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 VDOT Secondary Six Year Plan—Bethel Kefyalew, VDOT, Louisa Residency
 - B ZMP 21:02 Virginia Electric and Power Company – Douglas Miles, Community Development Director
 - C SUP 21:03 Virginia Electric and Power Company – Douglas Miles, Community Development Director
-

7 – ACTION MATTERS

- D Rt. 652, Academy Road Segment Abandonment and Replacement – Bethel Kefyalew, VDOT, Louisa Residency
 - E Kents Store Volunteer Fire Company Engine 30 Additional Funding – Eric Dahl, County Administrator
 - F Financial Auditing Services Contract – Cyndi Toler, Purchasing Officer
 - G Mutual Aid Agreement Between Fluvanna County and Louisa County – Eric Dahl, County Administrator
 - H Additional Earth Day Funding - Hazardous Waste Collection Event – Eric Dahl, County Administrator & Aaron Spitzer, Parks and Recreation Director
 - I Renewal of County Attorney Contract – Eric Dahl, County Administrator & Frederick Payne, County Attorney
 - J Board of Supervisors Salary – Eric Dahl, County Administrator
-

7A – APPOINTMENTS

- K Board, Commission, and Committee Appointments – Caitlin Solis, Clerk to the Board
-

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

9 – CONSENT AGENDA

- L Minutes of June 2, 2021 – Caitlin Solis, Clerk to the Board
 - M AG Dillard Change Order #7 – Cyndi Toler, Purchasing Officer
 - N Law Enforcement Support Technician Job Description – Donna Snow, HR Manager
 - O Children’s Program Specialist Job Description (Library) – Donna Snow, HR Manager
 - P Children's Services Act Program Assistant Job Description (CSA) – Donna Snow, HR Manager
 - Q ZXR Construction Services Purchase Agreement #9 – Cyndi Toler, Purchasing Officer
-

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

R Recertification of Membership on SERCAP Board – Kelly Belanger Harris, Assistant County Administrator

S Circuit Court Clerk’s Office Additional Technology Trust Funds – Eric Dahl, County Administrator

10 – UNFINISHED BUSINESS

T SUP 20:02 Quigley Properties LLC – Douglas Miles, Community Development Director

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



County Administrator Review

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

PLEDGE OF ALLEGIANCE

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

GENERAL RULES OF ORDER

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

RULES OF PROCEDURE FOR PUBLIC HEARINGS

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

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

TAB A

MEETING DATE:	June 16, 2021				
AGENDA TITLE:	VDOT Secondary Six Year Plan				
MOTION(s):	I move to accept the Resolution for the VDOT Secondary Six-Year Plan (2021/22 through 2026/27) and VDOT Construction Priority List (2021/22) as required by sections 33.1-23 and 33.1-23.4 of the 1950 Code of Virginia.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	XX				
STAFF CONTACT(S):	Calvin Hickman, Director of Public Works				
PRESENTER(S):	Bethel Kefyalew, VDOT, Operations Engineer, Louisa Residency				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	Deletions, additions, or changes to VDOT proposed work.				
FISCAL IMPACT:	None.				
POLICY IMPACT:	In compliance with state code.				
LEGISLATIVE HISTORY:	Recurring plan as required of State Code of Virginia				
ENCLOSURES:	<ul style="list-style-type: none"> • VDOT Six Year Plan Public Hearing Advertisement • 2022 VDOT SSYP Draft Plan • Resolution for adoption of the Six Year Plan in accordance with Sections 33.1-23 and 33.1-23.4 of the 1950 State Code of Virginia 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

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

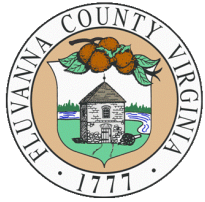
Board Approval Date:

Resident Engineer

Date

County Administrator

Date



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia

RESOLUTION No. 15-2021

**A RESOLUTION TO APPROVE VDOT SECONDARY SIX-YEAR PLAN
 (2021/22 through 2026/27) and
 VDOT CONSTRUCTION PRIORITY LIST (2021/22)**

At a regular monthly meeting of the Fluvanna County Board of Supervisors held at 7:00 p.m. on Wednesday, June 16, 2021 in Palmyra, Virginia, the following action was taken:

WHEREAS, Sections 33.2-331 of the 1950 Code of Virginia as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary Six-Year Road Plan; and

WHEREAS, this Board had previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (2021/22 through 2026/27) as well as the Construction Priority List (2021/22) on June 16, 2021 after duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List; and

WHEREAS, Bethel Kefyalew, Operations Engineer, Virginia Department of Transportation - Louisa Residency, appeared before the Board and recommended approval of the Six-Year Plan for Secondary Roads (2021/22 through 2026/27) AND Construction Priority List (2021/22) for Fluvanna County.

NOW, THEREFORE, BE IT RESOLVED that since said Plan appears to be in the best interest of the Secondary Road System in Fluvanna County and of the citizens residing on the Secondary System, said Secondary Six-Year Plan (2021/22 through 2026/27) and Construction Priority List (2021/22) are hereby approved as presented at the public hearing.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 16th day of June, 2021.

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

Adopted this 16th day of June, 2021
 by the Fluvanna County Board of Supervisors

ATTEST:

 John M. Sheridan, Chair
 Fluvanna County
 Board of Supervisors

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

TAB B

MEETING DATE:	June 16, 2021				
AGENDA TITLE:	ZMP 21:02 Virginia Electric and Power Company				
MOTION:	I move that the Board of Supervisors (Approve/deny/defer) this request to conditionally rezone from the A-1, Agricultural, General District to the I-1, Industrial, Limited District on 224.5 +/- acres of Tax Map 59 Section A Parcel 27 and Tax Map 62 Section A Parcel 7 along with the seven (7) proffered conditions dated March 31, 2021 submitted by the applicant.				
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 May 11, 2021, the Planning Commission recommended Approval of ZMP 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:	N/A				
POLICY IMPACT:	Regarding ZMP 21:02 VA Electric and Power Company the Board of Supervisors may: <ul style="list-style-type: none"> • Approve this request, allowing the land use to be permitted there; OR • Deny this request, preventing the land use from being constructed; OR • Defer this request and make a final decision at a later Board meeting date. 				
LEGISLATIVE HISTORY:	Review of a proposed Conditional Rezoning in accordance with Chapter 22, Article 20 of the Fluvanna County Code Zoning Ordinance. Application was received on April 1, 2021. Planning Commission reviewed the request on May 11, 2021.				
ENCLOSURES:	- Virginia Electric and Power Company Staff Report with proffers - Dominion Rezoning Application				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				



VIA HAND DELIVERY

April 1, 2021

Mr. Douglas Miles, AICP, CZA
Community Development Director
Fluvanna County Department of Planning and Community Development
P.O. Box 540
Palmyra, VA 22963

RE: **Dominion Energy – Bremo Power Station – Proposed CCR Landfill
Rezoning and Special Use Permit Applications Submittal**

Mr. Miles:

The attached material is being submitted in support of the above referenced project and in accordance with the County of Fluvanna Planning and Community Development Department requirements.

This submittal includes both the Rezoning Application and Special Use Permit Application components as well as the associated review fee checks.

Should you have any questions or require additional information, please contact Laura Zuranski at (804) 512-1326 or laura.m.zuranski@dominionenergy.com

Sincerely,

A handwritten signature in blue ink that reads "T. A. Effinger".

Thomas Effinger
Director, Environmental

RECEIVED

APR 1 2021

**Fluvanna County
Planning Dept**



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for Rezoning

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 BOS 2021-06-16 p. 16/320

APR 1 2021

Fluvanna County
 Planning Dept

Owner of Record: Virginia Electric and Power Company **Applicant of Record:** Brandon Stites
 Address: 120 Tredegar St, Richmond, VA 23219 Address: 600 E. Canal St, Richmond, VA 23219
 Phone: 804-921-4710 Fax: N/A Phone: 804-921-4710 Fax: N/A
 Email: PG.Environmental@dominionenergy.com Email: brandon.stites@dominionenergy.com

Representative: Laura Zuranski
 Address: 120 Tredegar St, Richmond, VA 23219
 Phone: 804-512-1326 Fax: N/A
 Email: PG.Environmental@dominionenergy.com

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

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

Tax Map and Parcel(s) 62-A-7, and 59-A-27
Acreage 216 and 7.3 **Current Zoning** A-1

Is parcel in Land Use Valuation Program? No Yes
Deed Book and Page: D.B.72, PG. 353, D.B. 308, PG
 If any Deed Restrictions, please attach a copy

Location of Parcel: See Attached

Requested Zoning I-1 **Proposed Use of Property** Coal Combustion Residuals (CCR) Landfill and associated support structures

Affidavit to Accompany Petition for Rezoning

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the Board of Supervisors during the normal discharge of their duties in regard to this request. I/We, being duly sworn, depose and say that we are Owner/Contract Owner of the property involved in this application and that we are familiarized ourselves with the rules and regulations of the Zoning Ordinance with respect to preparing and filing this application, and that the foregoing statements and answers herein contained and the information on the attached map to the best of our ability present the argument on behalf of the application herewith requested and that the statements and information above referred to are true and correct to the best of our knowledge.

Date: 3/31/2021 Signature of Owner/Applicant: Brandon Stites
 Subscribed and sworn to before me this 31 day of MARCH, 20 21 Register # 253183
 My commission expires: SEPT. 30, 2024 Notary Public: Kathy W. Prokopis



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

Office Use Only			
Date Received:	Pre-Application Meeting:	PH Sign Deposit Received:	Application #: ZMP _____ ;
\$1,000 fee paid:		Mailing Costs: \$20.00 per Adjacent Property Owner after first 15, Certified. Paid:	
Proffer or Master Plan Amendment: \$750.00 plus mailing costs. Paid:			
Election District:	Planning Area:		
Public Hearings			
Planning Commission		Board of Supervisors	
Advertisement Dates:	Advertisement Dates:		
APO Notification:	APO Notification:		
Date of Hearing:	Date of Hearing:		
Decision:	Decision:		

**Rezoning Statement
Fluvanna County
Bremo Power Station CCR Landfill**

A. Proposed Use of Property

Virginia Electric and Power Company d/b/a Dominion Energy Virginia (“VEPCO”) is seeking to rezone two parcels identified as Tax Parcel Nos. 62-A-7 and 59-A-27 (collectively, the “Property”) from A-1, General Agricultural to I-1, Limited Industrial in order to construct a lined landfill (the “Landfill”) for the final disposition of coal combustion residuals (CCRs) that are currently located on the adjacent Bremo Power Station property (the “Power Station”).

Parcel 62-A-7 is 216.6 acres and has no habitable or functional structures. It is bounded to the north by Bremo Road, to the east by a private parcel, to the south by the James River and to the west by Parcel 59-A-27. A CSX Transportation right-of-way is located along the southern boundary while a VEPCO transmission line right-of-way bisects the site in an east-west direction. The parcel is tree and scrub covered and has been recently logged but is not suitable for agricultural activities.

Parcel 59-A-27 is approximately 7.3 acres and is located to the west of adjacent Parcel 62-A-7. It is bounded to the north by Bremo Road, to the east and south by Parcel 62-A-7, and to the west by the Power Station. The parcel is heavily wooded, and an unoccupied mobile home is present on site. The parcel is not suitable for agricultural activities.

See Exhibit A for a general location map and Exhibit B for tax maps associated with this application.

Landfills are not permitted in the A-1 district, but are permitted by special use permit (“SUP”) in the I-1 district. VEPCO proposes to file an accompanying SUP application for approval of the Landfill.¹ The proposed Landfill will be located on the northern portion of Parcel 62-A-7 and will occupy approximately 65 acres. Proffers included with this application voluntarily restrict any other industrial use on the Property. The proposed setbacks from adjacent parcels, roadways, and water bodies will meet or exceed regulatory location criteria. The limits of the proposed Landfill have been established to minimize visual impacts from neighboring properties, Bremo Road, and the James River. The minimum distance from the southern limit of the Landfill materials to the James River exceeds 2,000 feet. The Landfill will be designed, constructed and operated in strict accordance with federal and state laws and regulations. See Exhibit C for additional details on proposed improvements. The need for the Landfill and the requested rezoning is set forth in greater detail below.

B. General Information and Reasons for Request

The Power Station began operating as a coal-fired plant in the County in 1931. The four power units at the Power Station burned coal until units 1 and 2 were retired in 1972. In 2014, units 3 and 4 were converted to gas and then retired in 2019. The CCRs that were produced as a by-product of energy generation at the Power Station have been processed and stored in impoundments (ponds) at the Power Station site.

¹ While the Landfill will be located entirely on Parcel 62-A-7, Parcel 59-A-27 will be used during construction as a construction laydown yard and accessory staging area to support the Landfill. While storage yards, machine shops, and other light manufacturing uses are permitted by-right in the I-1 district, VEPCO intends to include Parcel 59-A-27 in the SUP to authorize any other accessory uses that would not otherwise be permitted by-right on that parcel. Following construction, this parcel will remain undeveloped as a buffer for the Landfill. See SUP application for additional information.

In 2019, the General Assembly of Virginia enacted legislation that requires VEPCO to remove the CCRs from the existing CCR impoundments at the Power Station and deposit the CCRs into a lined landfill that meets federal and state regulatory requirements and/or be recycled.² In order to comply with this state law mandate, VEPCO is seeking to rezone the Property so that the Landfill may be constructed and the CCRs transferred accordingly. The Power Station property, which is comprised of an assemblage of parcels includes portions zoned I-1 (Limited Industrial) and A-1 (General Agricultural). The requested rezoning is consistent with the zoning and use of the Power Station and other uses in the area, including the CSX rail line and the transmission line that bisects the Property.

C. Consistency with Good Planning Practices, the Comprehensive Plan, and Adjacent Land Uses

As described above, the proposed zoning to I-1 and the use of the Property for a Landfill and related purposes is consistent with health, safety, welfare and good zoning practices. The removal of CCRs from the Power Station site and their disposition in the Landfill is required and will be conducted in accordance with controlling federal and state laws. Additional information will be included in the forthcoming SUP application.

The location of the proposed Landfill is adjacent to the Power Station industrial zoning. CCRs will be hauled by truck from the existing impoundments to the Landfill using on-site access roads that will prevent hauled material from being transported upon or through County roads. The site will be designed to minimize visual impacts from surrounding properties and will have no adverse impacts on neighboring landowners.

Based on the future land use designations included in the Fluvanna County *2015 Comprehensive Plan* (the "Comprehensive Plan"), the Property is designated for Rural Residential (Parcel 59-A-27) and Rural Preservation (Parcel 62-A-7). The Rural Residential designation anticipates primarily residential - clustered residential with conserved open space or large-lot development. The primary land uses planned in the Rural Preservation areas are "farmland, preservation zones, or otherwise environmentally sensitive land with scattered housing."³ Given the location of the Property directly adjacent to the Power Station, it is unreasonable to expect that it would develop in a residential manner. However, upon final closure, the Landfill will be covered by soil and native vegetation or an engineered composite barrier overlain by synthetic turf. It will remain in open space and "preserved" from future development. Accordingly, the proposed Landfill is consistent with the preservation goals of the Comprehensive Plan and will retain the Rural Preservation character of the area, particularly as it transitions from the A-1 property to the east (Parcel 62-A-8) to the industrially zoned Power Station property to the west.

² Federal (40 C.F.R. § 257 et seq.) and Commonwealth of Virginia (9VAC20-81-130) regulations.

³ Comprehensive Plan at p. 37.

RECEIVED

APR 1 2021

STATEMENT OF PROFFERS
Virginia Electric and Power Company
Bremo Power Station

Fluvanna County
Planning Dept

March 31, 2021

Virginia Electric and Power Company (the "Applicant") in this zoning case, pursuant to §15.2-2298 of the *Code of Virginia* (1950)(as amended) and the Fluvanna County Zoning Ordinance, for itself and its successors and/or assigns, voluntarily proffers that the development of the property known as Fluvanna County PIN Numbers 59-A-27 and 62-A-7 (the "Property") under consideration will be developed according to the following conditions if the zoning to Industrial, Limited, District I-1 is granted.

1. USE RESTRICTIONS: The Property shall only be used for the following uses (which are otherwise permitted in the I-1 District):
 - A. Uses Permitted By-Right
 - i. Offices
 - ii. Contractor's storage yards
 - iii. Lumberyards
 - iv. Machine shops
 - v. Manufacturing, light
 - vi. Solid waste collection facilities
 - vii. Utilities, minor
 - viii. Uses accessory to the above uses
 - B. Uses permitted by Special Use Permit only
 - i. Sanitary landfills
 - ii. Solid waste material recovery facilities
 - iii. Telecommunication facilities
 - iv. Utilities, major
 - v. Uses accessory to the above uses
2. WATER SUPPLY IMPROVEMENTS: To ensure the continued provision of a safe and reliable potable water source for residents and users in the Fork Union Sanitary District ("FUSD"), the Applicant shall pay the County an amount (the "Water Supply Payment") to be used towards the construction of and connection to a new water intake from the James River to serve the FUSD, and related water treatment, storage and connection costs related to provision of potable water to the FUSD (collectively, the "Water Supply Improvements").
 - A. The Water Supply Payment shall be calculated as either 1.) that portion of a new joint water system (the "Joint Water System") to be developed pursuant to certain agreements with Louisa County, Virginia ("Louisa") that is attributable to

providing water to the FUSD (the “Joint Water System Payment Option”) or 2.) the County’s cost to develop and operate a new water system constructed solely to serve the FUSD (the “FUSD System Option”), if the County and Louisa mutually agree to terminate the Joint Water System project. Regardless of whether the County chooses the Joint Water System Payment Option or the FUSD System Option, the Applicant’s obligation to make the Water Supply Payment shall not exceed \$47,148,330.00 (the “Dominion Cap”). The Dominion Cap includes \$35,361,247.00 for anticipated project costs in accordance with Schedule A and \$11,787,083.00 set aside for unanticipated project costs.¹ Unanticipated project costs shall be utilized only in the event that the amounts listed in Schedule A are insufficient to cover anticipated project costs.

- B. Applicant shall not be required to pay the FUSD System Option if the Joint Water System project is terminated as a result of any unilateral action by the County or an action otherwise within the County’s reasonable control (excluding any action(s) arising under Section 3.1.c of that certain “Agreement Between Louisa County, Virginia, Fluvanna County, Virginia, the Louisa County Water Authority, and the James River Water Authority Regarding the James River Water Pipeline” dated October 1, 2013, should Louisa fail to cure an asserted breach of such agreement by the County).
- C. If the Dominion Cap is met before the completion of the Water Supply Improvements, the remaining cost(s) that exceed the Dominion Cap shall be borne by the County (the “County Contribution”), however the County is under no obligation to complete any of the Water Supply Improvements if the Dominion Cap is exceeded. FUSD System Option payments may not be used to fund a Joint Water System Payment Option and vice versa, except that should the County’s chosen Water Supply Improvements option terminate (in accordance with the termination limitations set forth in Section 2.B. above), the County may use paid portions of the Water Supply Payment towards the remaining Water Supply Improvements option and the Applicant shall pay the remainder of the remaining option, up to the Dominion Cap for that option.

3. PUBLIC AMENITY/RECREATION AND GREEN INFRASTRUCTURE MITIGATION PAYMENT: The Applicant shall pay the County \$500,000 (the “Public Amenity Payment”) to construct park, recreation and/or green space area(s)(i.e., playground, baseball field, basketball court)(the “Public Amenities”) in a location or locations to be determined by the Board at its sole discretion.
4. TRANSPORTATION IMPROVEMENTS AND ROAD MAINTENANCE:

¹ The anticipated project costs identified on Schedule A for each component of the Water Supply Improvements are estimates. The amounts are not based on final engineering calculations and are not intended to reflect the budgeted or actual cost of each category of improvements. Budgeted and actual costs shall be identified and paid in accordance with Section 5 of these proffers.

- A. The Applicant shall submit a traffic management plan as part of the overall site development plan. The traffic management plan shall, at minimum, i.) address the location and use of construction entrances and access roads, ii) ensure that oversized deliveries are scheduled during off-peak times, and iii) ensure that access routes to and from the site are planned to minimize conflicts.
- B. The Applicant shall reimburse the Virginia Department of Transportation (“VDOT”) for such improvements and road maintenance to Bremono Road and West Bottom Road that are agreed to between the Applicant and VDOT related to the development and use of the Property, up to but not to exceed \$2 million dollars (the “Transportation Payment”).

5. PAYMENT AND PERMITTING CONTINGENCIES:

- A. Within a reasonable time prior to committing to the Water System Improvements option it will undertake, the County shall submit to Applicant an initial scope of work, schedule, and total budget for each phase of the Water Supply Improvements (each a “Project Budget” and collectively, the “Project Budgets”). Nothing herein shall prohibit the County from submitting Project Budgets that, in total, exceed the Dominion Cap, provided that the collective costs for the Water Supply Improvements that exceed the Dominion Cap shall be paid, if at all, pursuant to a County Contribution.
- B. Dominion will only reimburse the County for actual costs incurred and paid by the County for Water System Improvements under the following conditions:
 - i. Within sixty (60) calendar days of receipt of an approved Project Budget and proof of a contract or contracts for Water Supply Improvements, Applicant shall pay the County a construction advance in the amount of \$2,128,300.00 (the “Advance”).
 - ii. Following payment of the Advance, the County will provide Dominion with a monthly accounting (“Monthly Accounting”) of all invoices the County has paid, along with evidence of such payment by the County, for invoices the County has paid in satisfaction of work performed on the Water Supply Improvements that are in accordance with an approved Project Budget and contractual obligations related to the Water Supply Improvements. If the County has paid no invoices in any month, the County will submit documentation to Dominion of “no activity.” Dominion shall have the right to request evidence of the completion of work undertaken or payment of invoices for reimbursement before providing reimbursement to the County.
 - iii. Within sixty (60) days of Dominion’s receipt of invoices paid by the County, or if additional information is requested by Dominion, within thirty (30) days after receipt of that


information (whichever is longer), Dominion shall reimburse the County for actual costs incurred and paid by the County for Water System Improvements.

- iv. In the event the actual cost of the completed Water System Improvements to Fluvanna County is less than the Dominion Cap, the Dominion Cap shall be reduced to reflect actual costs, and Dominion's reimbursement shall be adjusted to reflect actual costs to the County.
 - v. If the cost of Water System Improvements is offset by the James River Water Authority, Louisa County, or any other source, then that portion of any invoice shall be specifically identified in the Monthly Accounting and that portion of any invoice or payment is not subject to reimbursement under this agreement. Where state and/or federal funding sources become available to pay for all or a portion of the Water System Improvements, the Water Supply Payment shall be reduced up to any such amount unless i) the County reasonably applies for and is denied such funding or ii) the County obtains funding but reasonably uses such funds to pay for alternative improvements outside of the FUSD.
- C. Other than reimbursing the County for the Water Supply Improvement in the manner described in this Section, the Applicant shall have no right or obligation to control, direct and/or participate in any aspect of the design, cost, or construction of the Water Supply Improvements, which authority shall remain within the Board's sole discretion, at all times.
- D. Except for the Advance, Applicant's obligation(s) to pay i) the Water Supply Payment, ii) the Public Amenity Payment and iii) the Transportation Payment shall be contingent on Applicant's obtaining all local and state permits and any other applicable approvals required to construct a CCR Landfill on the Property as required by *Code of Virginia* §10.1-1402.03, and other applicable authorities. Notwithstanding any provision(s) herein to the contrary, the Applicant's obligation to make all or any unpaid portion of the Water Supply Payment shall terminate if construction of the Water Supply Improvements has not commenced by the time the Landfill begins accepting CCRs or is not completed within three (3) years after the Landfill is fully closed and covered.
6. USE OF LOCAL WORKFORCE: The Applicant shall work with its contractors to identify opportunities for utilizing, developing, and hiring local workers in accordance with *Code of Virginia* § 10.1-1402.03(F).
7. PERMITS: The Applicant shall acquire all necessary permits from all applicable regulatory bodies of the state and federal government and copies of such permits shall be provided to the County upon request. The Applicant shall prepare and maintain periodic

reports as required by the permits, and copies of such reports shall be provided to the County upon request.

OWNER

By:


Brandon Stites

Vice-President

Project Construction

Virginia Electric and Power Company d/b/a
Dominion Energy Virginia, a wholly owned
subsidiary of Dominion Energy Inc.

Schedule A

Raw Water Intake on the James River and Raw Waterline to Route 6

Detail	Costs
Construction and Support	
Raw Water Intake & Pump Station (1MGD)	\$3,000,000
12" Raw Waterline (2.75 miles)	\$2,750,000
Easement Acquisition	\$1,361,000
Environmental Costs	\$282,330
Cultural Resource Phase 1 Costs	\$255,000
Total	\$7,648,330

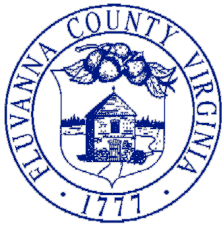
Raw Waterline on Rt. 6 & Water Treatment Plant/Pump Station on County-Owned Property

Detail	Costs
Raw Water Storage Tank and Pump Station (1MGD)	\$3,000,000
12" Raw Waterline (3.5 miles)	\$3,500,000
Water Treatment Plant & Pump Station	\$6,500,000
Onsite Lab & Chemical Storage Building	\$1,000,000
Easement Acquisition	\$1,400,000
Total	\$15,400,000

FUSD New Waterlines & Existing Waterline Upgrades within 1.5 miles of Bremono Coal Ash Boundary

Detail	Costs
New Finished Waterlines (4.8 miles)	\$4,800,000
Elevated Water Storage Tank (.5MGD)	\$2,500,000
Existing Waterline Upgrades (3.5 miles)	\$3,500,000
Easement Acquisition (10%) (EWST)	\$1,080,000
Total	\$11,880,000

Partial Engineering	\$432,917
Total	\$35,361,247



COUNTY OF FLUVANNA

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BOS 2021-06-16 p.25/320
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 Planning Commission
Request: A-1 to I-1 Conditional Rezoning

From: Douglas Miles, AICP, CZA
District: Fork Union Election District

Public Hearing:

A conditional rezoning request from A-1 zoning to I-1 zoning as a Board of Supervisors Public Hearing on Wednesday June 16, 2021 at 7:00 pm in the Fluvanna County Library Meeting Room.

Owner:

Virginia Electric and Power Company (Dominion Energy Virginia)

Requested Action:

ZMP 21:02 Virginia Electric and Power Company – A Conditional Rezoning from the A-1, Agricultural, General District to the I-1, Industrial, Limited District on 224.5 +/- acres of Tax Map 59 Section A Parcel 27 and Tax Map 62 Section A Parcel 7. The properties are located on the south line of Bremono Road and 0.2 miles west of Spring Road. The subject properties are within the Rural Residential and Rural Preservation Planning Areas and the Fork Union Election District.

Existing Land Use:

Single-family dwelling or vacant

Planning Area:

Rural Residential and Rural Preservation Planning Areas

Proposed Use:

Virginia Electric and Power Company d/b/a Dominion Energy Virginia ("VEPCO") is seeking to rezone two (2) parcels identified as Tax Map 62 Section A Parcel 7 and Tax Map 59 Section A Parcel 27 (collectively the "Property") from A-1, General Agricultural to I-1, Limited Industrial in order to construct a lined landfill (the "Landfill") for the final disposition of coal combustion residuals (CCRs) that are currently located on the adjacent Bremono Power Station property (the "Power Station") along the James River.

Landfills are not permitted in the A-1 District, but are permitted by Special Use Permit ("SUP") within the I-1 District. VEPCO has filed an accompanying SUP application for approval of the Landfill. While the Landfill will be located entirely on Parcel 62-A-7, Parcel 59-A-27 will be used during construction as a construction laydown yard and accessory staging area to support the Landfill. While storage yards, machine shops, and other similar light manufacturing uses are permitted by right in the I-1 District. VEPCO intends to include Parcel 59-A-27 in the SUP request to authorize any other accessory uses that would not otherwise be permitted by right on that parcel. Then following construction, it will remain undeveloped as a buffer for the Landfill.

The proposed Landfill will be located on the northern portion of Parcel 62-A-7 and it will occupy approximately 65 acres. The proffers included with this application voluntarily restrict any other industrial use on the Property. The proposed setbacks from adjacent parcels, roadways, and water bodies will meet or exceed regulatory location criteria. The limits of the proposed Landfill have been established to minimize visual impacts from neighboring properties, Bremono Road, and the James River. The minimum distance from the southern limit of the Landfill will be designed, constructed and operated in strict accordance with both federal and state laws and regulations.

General Information:

The Bremono Power Station began operating as a coal-fired plant in Fluvanna County back in 1931. The four power units at the Power Station burned coal until units 1 and 2 were retired in 1972. In 1950, unit 3 came online and then in 1958 unit 4 did as well at this location. In 2014, units 3 and 4 were converted to gas and then they were retired in 2019. The CCRs that were produced as a by-product of energy generation at the Power Station have been processed and stored in impoundments (ponds) at the Power Station site. They now need to be relocated from the pond and placed into the proposed Landfill through this conditional rezoning and special use permit.

In 2019, the General Assembly of Virginia enacted legislation that requires VEPCO to remove the CCRs from the existing CCR impoundments at the Power Station and deposit the CCRs into a lined landfill that meets federal and state regulatory requirements and/or be recycled. In order to comply with this state law mandate, VEPCO is seeking to rezone the Property so that the Landfill may be constructed and the CCRs transferred accordingly. The Power Station property, which is comprised of several, existing parcels which includes portions of I-1 and A-1 zoning. The requested rezoning is consistent with the zoning and use of the Power Station and other uses in the area, including the CSX rail line and their transmission line that bisects the Property.

The location of the proposed lined Landfill is adjacent to the Power Station industrial zoning. The CCRs will be hauled by truck from the existing impoundments to the Landfill using on-site access roads that will prevent the hauled material from being transported upon or through County roads that are maintained by VDOT. The applicant has proffered to reimburse VDOT for road improvements and road maintenance to Bremono Road and West Bottom Road that are agreed to between the Applicant and VDOT related to the development and use of the Property, up to but not to exceed \$2 million dollars. Additional proffered conditions have been offered towards a County water system that would be constructed to allow for potable water to replace well water as required by Virginia General Assembly legislation to avoid any future water contamination.

2015 Comprehensive Plan:

The future land use designations included in the 2015 Comprehensive Plan designates the Property for Rural Residential – Parcel 27 and Rural Preservation – Parcel 7. The primary land uses planned in the Rural Preservation Area are farmland, preservation zones, or otherwise environmentally sensitive land with limited housing. Given the location of the Property directly adjacent to the Power Station, it is unreasonable to expect that it would develop in a residential manner. However, upon final closure, the Landfill will be covered by soil and native vegetation

or an engineered composite barrier overlain by synthetic turf. It will remain in open space and it will be preserved from future development along the James River.

2019 Virginia General Assembly:

Legislation passed during the 2019 General Assembly requires VEPCO to remove approximately 6.2 million cubic yards of coal ash currently stored in the North Ash Pond at Bremo Power Station within fifteen (15) years. This coal ash must be recycled or placed in a lined landfill that meets both the Federal Coal Combustion Residuals (CCR) and Virginia CCR regulations. The 2015 Federal CCR regulations and subsequent Virginia CCR regulations are what VEPCO is required to meet and the 2018 Virginia legislation allowed for closure of former impoundments where the CCR material has been removed and a continued moratorium on other impoundments. The 2018 legislation also called for proposals to determine the feasibility and costs of recycling the CCR impoundments. VEPCO has selected the landfill option to properly dispose of the Coal Combustion Residuals at the Bremo Power Station which will be reviewed by the Virginia Department of Environmental Quality (VDEQ) for Solid Waste Permit approval along with the state and federal permits needed to complete the proposed land use for compliance purposes.

Conclusion:

This zoning map amendment (ZMP) request is generally consistent with the stated intent of the Comprehensive Plan. VEPCO has operated the Bremo Power Station within this portion of the County for over ninety (90) years by providing power to the County and overall region along with employment to County residents and taxation to Fluvanna County. Changing times towards cleaner options to produce energy has brought VEPCO to this point where the industrial zoning request is necessary in order to construct the Landfill on the Property. The Statement of Proffers seeks to address the necessary items in order to construct the Landfill and closeout the Bremo Power Station and properly store the CCRs within the proposed lined Landfill on the Property.

Suggested Motion:

I move that the Board of Supervisors (Approve/deny/defer) this request to conditionally rezone from the A-1, Agricultural, General District to the I-1, Industrial, Limited District on 224.5 +/- acres of Tax Map 59 Section A Parcel 27 and Tax Map 62 Section A Parcel 7 along with the seven (7) proffered conditions dated March 31, 2021 submitted by the applicant.

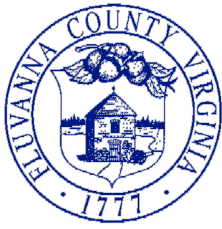
Applicant White Binder Attachments:

Statement of Proffers dated March 31, 2021
AECOM supporting GIS maps and layouts
Rezoning and Special Use Permit Applications
Rezoning and Special Use Permit Textual Statements

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

TAB C

MEETING DATE:	June 16, 2021				
AGENDA TITLE:	SUP 21:03 Virginia Electric and Power Company				
MOTION:	I move that the Board of Supervisors [approve/deny/defer] SUP 21:03, to permit a Special Use Permit request in the I-1, Industrial, Limited District to permit a sanitary landfill with respect to 224.5 +/- acres of Tax Map 59 Section A Parcel 27 and Tax Map 62 Section A Parcel 7 subject to the eight (8) amended conditions listed within the staff report.				
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 May 11, 2021, the Planning Commission recommended Approval of SUP 21:03 (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:	N/A				
POLICY IMPACT:	Regarding SUP 21:03 VA Electric and Power Company the Board of Supervisors may: <ul style="list-style-type: none"> • Approve this request, allowing the land use to be permitted there; OR • Deny this request, preventing the land use from being constructed; 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 was received on April 1, 2021. Planning Commission reviewed the request on May 11, 2021.				
ENCLOSURES:	Virginia Electric and Power Company Staff Report with recommended conditions, Dominion SUP Application, APO Memo Dominion Letters, Brema CCR, Community Meeting Letter.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				



COUNTY OF FLUVANNA

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BOARD OF SUPERVISORS STAFF REPORT

To: Fluvanna County Board of Supervisors
Request: Special Use Permit for a Landfill

From: Douglas Miles, AICP, CZA
District: Fork Union Election District

Public Hearing:

A Special Use Permit to permit a sanitary landfill as a Board of Supervisors Public Hearing on Wednesday, June 16, 2021 at 7:00 pm in the Fluvanna County Library Meeting Room.

Owner:

Virginia Electric and Power Company (Dominion Energy Virginia)

Requested Action:

SUP 21:03 Virginia Electric and Power Company – A Special Use Permit request in the I-1 Industrial, Limited District to permit a sanitary landfill with respect to 224.5 +/- acres of Tax Map 59 Section A Parcel 27 and Tax Map 62 Section A Parcel 7. The properties are located on the south line of Bremo Road and 0.2 miles west of Spring Road. The subject properties are within the Rural Residential and Rural Preservation Planning Areas and the Fork Union Election District.

Existing Land Use:

Single-family dwelling or vacant

Planning Area:

Rural Residential and Rural Preservation Planning Areas

Proposed Use:

Virginia Electric and Power Company d/b/a Dominion Energy Virginia ("VEPCO") is seeking to rezone two (2) parcels identified as Tax Map 62 Section A Parcel 7 and Tax Map 59 Section A Parcel 27 (collectively the "Property") from A-1, General Agricultural to I-1, Limited Industrial in order to construct a lined landfill (the "Landfill") for the final disposition of coal combustion residuals (CCRs) that are currently located on the adjacent Bremo Power Station property (the "Power Station") along the James River.

Landfills are not permitted in the A-1 District, but are permitted by Special Use Permit ("SUP") within the I-1 District. VEPCO has filed an accompanying SUP application for approval of the Landfill. The Landfill will be located entirely on Parcel 62-A-7, Parcel 59-A-27 will be used during construction as a construction laydown yard and accessory staging area to support the Landfill. Storage yards, machine shops, and other similar light manufacturing uses are permitted by right in the I-1 District. VEPCO intends to include Parcel 59-A-27 in the SUP request to authorize any other accessory uses that would not otherwise be permitted by right on that parcel. Then following the site construction, it will remain undeveloped as a buffer for the Landfill use.

The proposed Landfill will be located on the northern portion of Parcel 62-A-7 and it will occupy approximately 65 acres. The proffers included with this application voluntarily restrict any other industrial use on the Property. The proposed setbacks from adjacent parcels, roadways, and water bodies will meet or exceed regulatory location criteria. The limits of the proposed Landfill have been established to minimize visual impacts from neighboring properties, Bremono Road, and the James River. The minimum distance from the southern limit of the Landfill will be designed, constructed and operated in strict accordance with both federal and state laws and regulations.

General Information:

The Bremono Power Station began operating as a coal-fired plant in Fluvanna County back in 1931. The four power units at the Power Station burned coal until Units 1 and 2 were retired in 1972. In 1950, Unit 3 came online and then in 1958 Unit 4 did as well at this location. In 2014, Units 3 and 4 were converted to gas and then they were retired in 2019. The CCRs that were produced as a by-product of energy generation at the Power Station have been processed and stored in impoundments (ponds) at the Power Station site. They now need to be re-located from the pond and placed into the proposed Landfill through this conditional rezoning and special use permit.

In 2019, the General Assembly of Virginia enacted legislation that requires VEPCO to remove the CCRs from the existing CCR impoundments at the Power Station and deposit the CCRs into a lined landfill that meets federal and state regulatory requirements and/or be recycled. In order to comply with this state law mandate, VEPCO is seeking to rezone the Property so that the Landfill may be constructed and the CCRs transferred accordingly. The Power Station property, is comprised of several, existing parcels which includes portions of I-1 and A-1 zoning. The requested rezoning is consistent with the zoning and use of the Power Station and other uses in the area, including the CSX rail line and a VEPCO transmission line that bisects the Property.

The location of the proposed lined Landfill is adjacent to the Power Station industrial zoning. The CCRs will be hauled by truck from the existing impoundments to the Landfill using on-site access roads that will prevent the hauled material from being transported upon or through County roads that are maintained by VDOT. The applicant has proffered to reimburse VDOT for road improvements and road maintenance to Bremono Road and West Bottom Road that are agreed to between the Applicant and VDOT related to the development and use of the Property, up to but not to exceed \$2 million dollars. Additional proffered conditions have been offered towards a County water system that would be constructed to allow for potable water to replace well water as required by Virginia General Assembly legislation to avoid future well water contamination.

2015 Comprehensive Plan:

The future land use designations included within the 2015 Comprehensive Plan designates the Property for Rural Residential – Parcel 27 and Rural Preservation – Parcel 7. The primary land uses planned in the Rural Preservation Area are farmland, preservation zones, or otherwise environmentally sensitive land with scattered housing. Given the location of the Property directly adjacent to the Power Station, it is unreasonable to expect that it would develop in a residential manner. However, upon final closure, the Landfill will be covered by soil and native

vegetation or an engineered composite barrier overlain by synthetic turf. It will remain in open space and it will be preserved from future development along the James River.

Landfill Screening Requirements:

The applicant has generally indicated that they will completely screen the Landfill from all directions. Therefore, Condition 8 has been added since the May 11, 2021 Planning Commission meeting in order to clarify both how and when the Landfill use will be screened from all of the adjacent properties and the general view shed along the James River looking into the Property.

The Fluvanna County Zoning Ordinance under Section 22-24-7 Screening (3) Objectionable Features (Refuse areas) states these features shall be screened from the view of public roads, rights-of-way and all adjacent properties. Additional landscaping and screening information can be found in Article 24 Landscaping and Tree Protection of the Fluvanna County Zoning Ordinance that will be implemented at the time of Site Development Plan review and approval.

2019 Virginia General Assembly:

Legislation passed during the 2019 General Assembly requires VEPCO to remove approximately 6.2 million cubic yards of coal ash that is currently stored in the North Ash Pond at Bremo Power Station within fifteen (15) years. This coal ash must be recycled or placed in a lined landfill that meets both the Federal Coal Combustion Residuals (CCR) and Virginia CCR regulations. The 2015 Federal CCR regulations and subsequent Virginia CCR regulations are what VEPCO is required to meet and the 2018 Virginia legislation allowed for closure of former impoundments where the CCR material has been removed and a continued moratorium on other impoundments. The 2018 legislation also called for proposals to determine the feasibility and costs of recycling the CCR impoundments. VEPCO has selected the landfill option to properly dispose of the Coal Combustion Residuals (CCRs) at the Bremo Power Station that will be reviewed by the Virginia Department of Environmental Quality (VDEQ) for Solid Waste Permit approval along with the state and federal permits needed to complete the proposed land use for full compliance purposes.

Special Use Permit Analysis:

This is a special use permit request for a lined sanitary landfill to be constructed by the property owner, Virginia Electric and Power Company d/b/a Dominion Energy Virginia, in order to properly dispose of the Coal Combustion Residuals (CCRs) on property adjacent to the Bremo Power Station. The applicant has worked with Fluvanna County staff since June of 2020 on the available options that have been made available to them through the 2019 VA General Assembly legislation. The main issue that Fluvanna County had and shared with VEPCO was the need for the creation of a safe and reliable potable water source for residents and business owners in the Fork Union Sanitary District (FUSD) that is located in the southern portion of Fluvanna County.

The proposed land use is classified as a Sanitary Landfill and is defined in the Zoning Ordinance:

Sanitary landfill: A place for the disposal of solid wastes approved in accordance with the regulations of the Department of Environmental Quality (DEQ).

Sanitary Landfills are permitted by SUP in the I-1 and I-2 Zoning Districts and are subject to an approved site development plan. The applicant intends to file their Landfill Sketch Plan to be reviewed by federal, state and county agencies provided that this SUP request is approved by the Fluvanna County Board of Supervisors following the required Public Hearing and any comments.

Conclusion:

This special use permit (SUP) request it is generally consistent with the stated intent of the 2015 Comprehensive Plan. VEPCO has operated the BreMO Power Station within this portion of the County for over ninety (90) years by providing power to the County and the overall region along with employment to County residents and taxation to Fluvanna County. Changing times towards cleaner options to produce energy has brought VEPCO to this point where the industrial zoning request is necessary in order to construct the Landfill on the Property. The Statement of Proffers seeks to address the necessary items in order to construct the Landfill and to closeout the BreMO Power Station and properly store the CCRs within the proposed lined Landfill on the Property.

Recommended Conditions:

If approved, The Planning Commission and Staff recommend the following conditions:

The Bold Text in Condition 1 was amended by the Planning Commission on May 11, 2021. The Red bold text has been revised for the Board of Supervisors consideration by both the Applicant and County Staff, to include their respective attorneys, for final consideration.

1. This Special Use Permit is granted for a sanitary landfill use to Virginia Electric and Power Company d/b/a Dominion Energy Virginia or any successors as the owner of such use located on Tax Map 62 Section A Parcel 7 **for the final disposition of coal combustion residuals (CCRs) and related materials that are currently located on the adjacent BreMO Power Station property (the "Power Station") along the James River. for the final disposition of coal combustion residuals (CCRs) and related materials that are currently located on the adjacent BreMO Power Station property (the "Power Station") along the James River. created by the BreMO Power Station.**
2. All site activity required for construction of the sanitary landfill shall be limited to the following days and times: All construction and site deliveries shall be limited to the hours from sunrise to sunset Monday through Saturday with no Sunday construction and site deliveries permitted on the Property.
3. A Construction Traffic Management Plan, including certain mitigation measures shall be developed by the applicant and it shall be submitted to the Virginia Department of Transportation (VDOT) and the County Administrator or his designee for review and approval. The Plan shall address traffic control measures along all state maintained roads leading to the Property for both pre-and post-construction road evaluation and any necessary repairs needed to the public roads

that are required as a result of any damage from the sanitary landfill construction. All VDOT permits must be received and be approved by VDOT and the approved copies shall be provided to the County Administrator or his designee prior to site construction occurring on the premises.

4. A Site Parking and Construction Staging Plan shall be submitted as a part of the Site Development Plan approval process on the Property that demonstrates a site access plan directing both employee and delivery traffic to minimize conflicts with local traffic on state maintained roads leading to the site to avoid traffic delays during peak construction times. The Virginia Department of Transportation shall approve access to the Property and the applicant will be responsible for all necessary commercial entrance and road improvements to the Property.
5. A Site Construction Mitigation Plan shall be submitted as a part of the Site Development Plan approval process that addresses dust mitigation where all **primary** construction roads and areas shall remain dust-free by the use of a water truck or other approved method to keep soil and sediment on the premises. Burning operations must follow all local and state burning restrictions and distances from property lines and combustibles. The plan must address both dust and smoke migration so as not to be of a general nuisance to adjoining property owners during site construction and/or burning operations on the Property.
6. The applicant shall coordinate directly with the Fluvanna County Fire Chief and Fluvanna County Sheriff to provide sanitary landfill educational information and/or training to the respective County personnel responding to the sanitary landfill use in regards to how to respond to any calls for service that may occur on the Property. The Fire Chief and Sheriff shall be provided with the construction manager's direct contact information during construction and the remote sanitary landfill manager's direct contact information during operations on the Property. It shall be the responsibility of the applicant to update Fluvanna County should this sanitary landfill manager's name, phone number and/or e-mail address change on the Property.
7. The Board of Supervisors, or its representative, reserves the right to inspect the property for compliance with these conditions at any time on the Property **with advance notice given to the project team and escorted by Dominion Energy** and they have the authority to revoke this Special Use Permit if the applicant or property owner has substantially breached the conditions of the Special Use Permit.
8. **A vegetative buffer that completely screens the Landfill use shall be installed, where there is not already existing, mature vegetation on the perimeter of the Property as required in the Zoning Ordinance, Section 22-24-7 Screening (3) Objectionable Features and it states these features shall be screened from the view of public roads, rights-of-way and adjacent properties. Site installation of the landscaping plant materials will begin at the time of construction and,**

the applicant shall install at least ten percent of the required landscaping each year of the planned Landfill construction, and it shall be completed prior to the issuance of the Certificate of Completion for the Landfill use.

Suggested Motion:

I move that the Board of Supervisors (Approve/deny/defer) this request to permit a Special Use Permit request in the I-1 Industrial, Limited District to permit a sanitary landfill with respect to 224.5 +/- acres of Tax Map 59 Section A Parcel 27 and Tax Map 62 Section A Parcel 7 subject to the eight (8) amended conditions listed within the staff report.

Applicant White Binder attachments:

Statement of Proffers dated March 31, 2021
AECOM supporting GIS maps and layouts
Rezoning and Special Use Permit Applications
Rezoning and Special Use Permit Textual Statements



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA

Application for Special Use Permit (SUP)

RECEIVED

APR 1 2021

Fluvanna County Planning Dept

Owner of Record: Virginia Electric and Power Company
Applicant of Record: Brandon Stites
Address: 120 Tredegar St, Richmond, VA 23219
Address: 600 E. Canal St, Richmond, VA 23219
Phone: 804-921-4710 Fax: N/A
Phone: 804-921-4710 Fax: N/A
Email: PG.Environmental@dominionenergy.com
Email: brandon.stites@dominionenergy.com

Representative: Laura Zuranski
Address: 120 Tredegar St, Richmond, VA 23219
Phone: 804-512-1326 Fax: N/A
Email: PG.Environmental@dominionenergy.com

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

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

Tax Map and Parcel(s) 62-A-7, and 59-A-27
Acreage 216 and 7.3 Zoning A-1

Deed Book and Page: D.B.72, PG. 353, D.B. 308, PG

Location of Parcel: See Attachment

If any Deed Restrictions, please attach a copy

Request for an SUP for the purpose of: See Attachment

*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: 3/31/2021 Signature of Owner/Applicant: [Signature]
Subscribed and sworn to before me this 31 day of MARCH, 2021
Notary Public: Kathy W. Prokopis Register # 253183
My commission expires: SEPT. 30, 2024
Certification: Date: N/A



Table with columns for Office Use Only, Date Received, Pre-Application Meeting, PH Sign Deposit Received, Application #, \$800.00 fee plus mailing costs paid, Mailing Costs, Amendment of Condition, Telecommunications Tower fee plus mailing costs paid, Telecom Consultant Review fee paid, Election District, Planning Area, Public Hearings, Planning Commission, Board of Supervisors, Advertisement Dates, APO Notification, Date of Hearing, Decision.

Special Use Permit Statement
Fluvanna County
Bremo Power Station CCR Landfill

A. Purpose of Proposed Use

In order to satisfy state law requirements enacted by the Virginia General Assembly in 2019, Virginia Electric and Power Company d/b/a Dominion Energy Virginia (“VEPCO”) is seeking to construct a lined landfill (the “Landfill”) for the final disposition of coal combustion residuals (“CCRs”), on property located adjacent to the Bremo Power Station (the “Power Station”). The property where the proposed Landfill will be located is comprised of two (2) parcels identified as Tax Parcel Nos. 62-A-7 and 59-A-27 (collectively, the “Property”).

Parcel 62-A-7 is 216.6 acres and has no habitable or functional structures. It is bounded to the north by Bremo Road, to the east by a private parcel, to the south by the James River and to the west by Parcel 59-A-27. See Exhibits A and B. A CSX Transportation right-of-way is located along the southern boundary while a VEPCO transmission line right-of-way bisects the site in an east-west direction. The parcel is tree and scrub covered and has been recently logged but is not suitable for agricultural activities.

Parcel 59-A-27 is approximately 7.3 acres and is located to the west of adjacent Parcel 62-A-7. It is bounded to the north by Bremo Road, to the east and south by Parcel 62-A-7, and to the west by the Power Station. The parcel is heavily wooded, and an unoccupied mobile home is present on site. The parcel is not suitable for agricultural activities.

Both parcels are currently zoned A-1, Agricultural, and a rezoning of the Property to I-1, Limited Industrial and the approval of a special use permit (“SUP”) is required before the Landfill may be constructed. VEPCO has filed an accompanying rezoning application seeking a rezoning of the Property to I-1. The Landfill will be designed, constructed and operated in strict accordance with federal and state laws and regulations. The need for the Landfill and supporting information for the requested SUP is set forth in greater detail below.

B. Necessity of the Use

The Power Station began operating as a coal-fired plant in the County in 1931. The four power units at the Power Station burned coal until units 1 and 2 were retired in 1972. In 2014, units 3 and 4 were converted to gas and then retired in 2019. The CCRs that were produced as a by-product of energy generation at the Power Station have been processed and stored at the Power Station site. CCRs include various by-products from the burning of coal (commonly known as coal ash), some of which can be beneficially reused by binding the coal residuals/coal ash for use in wallboard, concrete, roofing materials, and bricks. The remaining CCRs are primarily inert materials similar in nature to fine, dark grey sand.

During the time that the Power Station burned coal for energy production, the CCRs were removed from the Power Station’s various burners, stacks, and other equipment and either sent off-site for reuse or stored in various impoundments on the Power Station site. Originally, these impoundments were scheduled to be closed in-place in accordance with the state and federal regulations and permits in existence and applicable at the time. However, in 2019, the General Assembly of Virginia enacted legislation that requires VEPCO to remove the CCRs from the existing CCR impoundments at the Power Station and deposit the CCRs into a lined landfill that meets federal and state regulatory requirements.¹

¹ See federal regulations at 40 C.F.R. § 257 et seq., and Commonwealth of Virginia regulations at 9VAC20-81-130.

In the County, landfills are only permitted in the I-1 district by SUP.² The approval of the SUP will allow VEPCO to deposit the CCRs into a lined landfill that meets federal and state regulatory requirements and/or recycled.³ Notably, while the Landfill will be subject to strict design requirements (like a municipal sanitary waste landfill) including the construction/installation of a liner, a cap, and a leachate collection system, impacts to the surrounding area resulting from materials disposal will be significantly less than a sanitary landfill. Instead of trucks hauling solid waste to the site, CCRs from the adjacent property will be transported to the Landfill via internal access roads, then deposited, compacted, and covered in a phased manner that will result in final closure in a shorter timeframe. Additionally, since VEPCO will be working with a known quantity of CCR materials, it can efficiently plan and manage the relocation of the material to the Landfill Property. VEPCO anticipates that it will take approximately 2 years to construct the Landfill, and 8 years to relocate the CCRs and close the Landfill in accordance with state and federal law. Once closed and covered, the Landfill area will be seeded or covered with synthetic turf.

C. Improvements

The Landfill is proposed on Parcel 62-A-7. The proposed Landfill will occupy approximately 65-acres on the north side of the existing transmission line. See Exhibit C. The Landfill will be sized to manage all of the CCRs excavated from the current impoundments and will not receive CCRs from any other location. The location limits of the Landfill are established by federal and state regulations.

Parcel 59-A-27 will be used as the construction lay-down yard (the "Construction Yard") for the Landfill.

The anticipated scope of work for construction of the Landfill is generally as follows.

First, the proper erosion and sediment controls will be installed. Once the controls are installed and the proper Fluvanna County representative approves of controls installation, the ground will be cleared and graded and the stormwater retention ponds created. After the base elevations are established, the Landfill will be overlaid with a composite liner system and the leachate collection system will be installed. The CCRs will be hauled by truck from the existing impoundments on the adjacent property to the Landfill using on-site access roads. The Landfill will be filled, covered, and closed in phases based on the final design elevations. A final cover/cap will consist of a composite barrier system overlain by soil and native vegetation or an engineered composite barrier overlain by synthetic turf. Finally, once the cover system is in place, the site will resemble a natural grassy hill. (See Exhibit D)

A series of storage tanks will also be constructed on the Property to manage leachate collected from the Landfill. This leachate will be treated utilizing a future treatment facility located on Parcel 59-6-2. Paved parking for up to five vehicles will be provided at the storage tanks for maintenance and inspection purposes. (See Exhibit C.)

No permanent habitable structures are proposed. Temporary structures, including mobile office trailers may be installed as needed during construction and operation of the landfill. Any temporary structures will be removed once they are no longer needed. Internal access roads will be constructed on the parcels to facilitate construction, operation, closure, and post-closure care of the Landfill and the leachate storage tanks. Off-site access to the Landfill will be from Bremono Road. No public roads or

² Ordinance at Section 22-11-2.2. While the Ordinance lists "sanitary landfills" as the permitted use, this classification is defined as "a place for the disposal of solid wastes approved in accordance with the regulations of the [Virginia] Department of Environmental Quality (DEQ)". While the Landfill is not a "sanitary landfill" as defined by DEQ regulations, it is a "sanitary landfill" for the purposes of the County's Ordinance because it is a "place for the disposal of solid wastes approved in accordance with [DEQ] regulations..."

³ See Exhibit B, a tax map showing the VEPCO parcels with current and proposed uses.

sidewalks will be constructed and no public access will be provided to the Power Station, the Construction Yard, or the Landfill.

D. Protection of Adjoining Property

The location and limits of the proposed Landfill have been established to minimize visual impacts from neighboring properties, Bremono Road, and the James River. Because the Landfill will be north of the VEPCO transmission line, the minimum distance from the southern limit of the Landfill materials to the James River exceeds 2,000-feet. The proposed setbacks from adjacent parcels, roadways, and water bodies will meet or exceed the regulatory location criteria. (See Exhibit C.) Permanent exterior lighting will be provided at the leachate storage tanks, at access road entrances, and at other locations where required for maintenance or inspection. Such lighting will be downward facing.

E. Enhancement of County

The removal of CCRs from the Power Station site and their disposition in the Landfill is required and will be conducted in accordance with controlling federal and state laws. Once closed, the Landfill will be covered by soil and native vegetation or an engineered composite barrier overlain by synthetic turf. It will remain in open space and "preserved" from future development.



F. Consistency with Good Planning Practices, the Comprehensive Plan, and Adjacent Land Uses

As described above and more fully in the Rezoning application, the proposed zoning to I-1 and the use of the Property for a Landfill and related purposes is consistent with health, safety, welfare and good zoning practices. The proposed Landfill and Construction Yard will not be detrimental to the character and development of the adjacent area and will not change the character and the established pattern of the area or community in which it is located. The Landfill is compatible with by-right uses in the I-1 district and will not adversely affect the use and/or value of neighboring property. Draft Conditions that relate to the issuance of the SUP have been provided with this application.



Document Path: C:\DATA\Dominion_Energy\BREMCO\BREMCO_REGIONAL_MAP.mxd

LEGEND

-  Proposed Facility Boundary
-  5 mile Buffer



Data Source: National Geographic Society, AECOM

AECOM

ALEXANDER PROPERTY REGIONAL MAP

DRAWN BY: M.SMITH	REVIEWED BY: P.THIBODEAU	APPROVED BY:	REVISION NUMBER: REV. 0
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FIGURE

DATE: 4/29/2020	DEPT: DOMINION POWER - BREMO POWER STATION
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COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS 2021-06-16 p.42/320
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: June 7, 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 June 16, 2021 Board of Supervisors meeting.



COUNTY OF FLUVANNA

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132 Main Street
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www.fluvannacounty.org

NOTICE OF PUBLIC HEARINGS

June 7, 2021

RE: ZMP 21:02 & SUP 21:03 Virginia Electric and Power Company (Dominion Energy Virginia)

Please be advised that the Fluvanna County Board of Supervisors will conduct public hearings on:

Wednesday, June 16, 2021 at 7:00 pm in the Fluvanna County Library (Virtual meeting)

The applicant's representative will be available during the Board of Supervisors meeting for:

ZMP 21:02 Virginia Electric and Power Company – A Conditional Rezoning from the A-1, Agricultural, General District to the I-1, Industrial, Limited District on 224.5 +/- acres of Tax Map 59 Section A Parcel 27 and Tax Map 62 Section A Parcel 7. The properties are located on the south line of Bremono Road and 0.2 miles west of Spring Road. The subject properties are within the Rural Residential and Rural Preservation Planning Areas and the Fork Union Election District.

SUP 21:03 Virginia Electric and Power Company – A Special Use Permit request in the I-1 Industrial, Limited District to permit a sanitary landfill with respect to 224.5 +/- acres of Tax Map 59 Section A Parcel 27 and Tax Map 62 Section A Parcel 7. The properties are located on the south line of Bremono Road and 0.2 miles west of Spring Road. The subject properties are within the Rural Residential and Rural Preservation Planning Areas and the Fork Union Election District.

You are welcome to join the public hearings 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 hearings will be available on the County's website <http://www.fluvannacounty.org> along with the 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 the applications or the public hearings, please contact me at 434.591.1910 or via dmiles@fluvannacounty.org or visit <https://www.dominionenergy.com/BremoCCR> for additional information from Dominion Energy or please e-mail at BremoCCR@dominionenergy.com prior to these scheduled Public Hearings.

Sincerely,

Douglas Miles

Douglas Miles, AICP, CZA
Community Development Director

Name	Street	City	State	Zip
Alexander, Emma, Land & Lumber Corporation	P.O. Box 666	Louisa	Virginia	23093
Anderson, Lillie	237 Spring Road	Bremo Bluff	Virginia	23022
Armstrong, George Estate & Victoria Armstrong	661 Spring Road	Bremo Bluff	Virginia	23022
Armstrong, Lynn Revocable Trust	15 Hickory Hollow Lane	Bremo Bluff	Virginia	23022
Armstrong, Marie & Bettie & Armstrong-Green, Kim	108 Pine Grove Terrace	Newark	New Jersey	07106
Armstrong, Nadine	2979 Bremo Road	Bremo Bluff	Virginia	23022
Ayers, Joseph & Ann	P.O. Box 146	Bremo Bluff	Virginia	23022
Bamford, John & Margaret	407 Glenawvon Drive	Bremo Bluff	Virginia	23022
Banks, Cynthia, Heirs C/O Barry Ross	45 Walkers Lane	Bremo Bluff	Virginia	23022
BB&T	2511 West Bottom Road	Bremo Bluff	Virginia	23022
Beyer, Paul & Deborah	P.O. Box 126	Fork Union	Virginia	23055
Black, William	P.O. Box 55	Palmyra	Virginia	22963
Bol Living Trust, Stephen Bol	496 Bremo Bluff Road	Bremo Bluff	Virginia	23022
Boles, John & Linda	1066 Spring Road	Bremo Bluff	Virginia	23022
Bottomley, Cornelious	157 Holman Creek Lane	Bremo Bluff	Virginia	23022
Bowles & Associates	4683 James Madison Highway, #C	Fork Union	Virginia	23055
Bowles, Molly & Sally, Mary Scruggs	Route 313, Box 49	Quakertown	Pennsylvania	18951
BP	3297 James Madison Highway	Bremo Bluff	Virginia	23022
Bremo Trees	616 Lower Bremo Lane	Bremo Bluff	Virginia	23022
Brock, Matthew	P.O. Box 1232	Live Oak	Florida	32064
Brookman, Dorothy	1039 West Bottom Road	Bremo Bluff	Virginia	23022
Brookman, Harry	962 West Bottom Road	Bremo Bluff	Virginia	23022
Burruss Timber Associates, David Roby	7 Bliss Lane	Lyme	New Hampshire	03768
Cain, Wayne & Marcia	765 Bremo Bluff Road	Bremo Bluff	Virginia	23022
Carter, Demetria & Habitat for Humanity	105 Crofton Plaza, Suite 9	Palmyra	Virginia	22963
Cheng Revocable Trusts, Cheng, Richard & Theresa	10129 Darmuid Green Drive	Potomac	Maryland	20854
Cloverdale Baptist Church	1222 Cloverdale Road	Bremo Bluff	Virginia	23022
Cloverdale Baptist Church	101 Dora Lane	Bremo Bluff	Virginia	23022
Cocke, Charles & Elizabeth	616 Lower Bremo Lane	Bremo Bluff	Virginia	23022
Colbert Funeral Home	467 Bremo Road	Bremo Bluff	Virginia	23022
Colbert, Charles Jr.	P.O. Box 143	Bremo Bluff	Virginia	23022
Coleman, Frances & Lillie Palmer	2668 Bremo Road	Bremo Bluff	Virginia	23022
Coleman, William Heirs & Richard Coleman	2664 Bremo Road	Bremo Bluff	Virginia	23022
Columbia Baptist Church	116 Rivanna Street	Columbia	Virginia	23038
Crannage, Wendy	331 Bremo Bluff Road	Bremo Bluff	Virginia	23022

CSX Transportation	500 Water Street	Jacksonville	Florida	32202
Cummings, Eleanor	417 Spring Road	Bremo Bluff	Virginia	23022
Daugherty, Sheila	2647 Bremo Road	Bremo Bluff	Virginia	23022
Daughtry, Sheila & Lee, Serena	92 West Bottom Road	Bremo Bluff	Virginia	23022
Dave's Small Engine Services	2448 Clvoerdale Road	Bremo Bluff	Virginia	23022
Dodson, Erika	P.O. Box 47746	San Antonio	Texas	78265
Dodson, Robert	P.O. Box 415	Ruckersville	Virginia	22968
Dollar General	4091 James Madison Highway	Fork Union	Virginia	23055
Don Unmussig, Cumberland County Administrator	P.O. Box 110	Cumberland	Virginia	23040
Dunn Construction	2511 West Bottom Road	Bremo Bluff	Virginia	23022
Easter, John E II	94 Middle Farms Trace	Bremo Bluff	Virginia	23022
Edmonds, Brenda & Juanita Edmonds	10019 Whitefield Street	Fairfax	Virginia	22032
Edmonds, Robert Sr. & Robert Jr.	135 West Bottom Road	Bremo Bluff	Virginia	23022
Elk Hill Farm	P.O. Box 99	Goochland	Virginia	23063
Envoy at The Village	4238 James Madison Highway	Fork Union	Virginia	23055
Eric Dahl, Fluvanna County Administrator	P.O. Box 540	Palmyra	Virginia	22963
Etchison, George & Sandy	667 Spring Road	Bremo Bluff	Virginia	23022
Everett, Jason	551 Bremo Road	Bremo Bluff	Virginia	23022
Exley, John & Cheryl	7211 Cold Harbor Road	Mechanicsville	Virginia	23111
Family Dollar	2788 A James Madison Highway	Bremo Bluff	Virginia	23022
Farley, Emerson Jr. & Mary	37 East Square Lane	Richmond	Virginia	23238
Fluvanna County Board of Supervisors	P.O. Box 299	Palmyra	Virginia	22963
Fluvanna County Chamber of Commerce	177 Main Street	Palmyra	Virginia	22963
Fluvanna Fix It All Shop	2893 Bremo Road	Bremo Bluff	Virginia	23022
Fork Union Baptist Church	4745 James Madison Highway	Fork Union	Virginia	23055
Fork Union Military Academy	4744 James Madison Highway	Fork Union	Virginia	23055
Fork Union Pharmacy	4316B James Madison Highway	Fork Union	Virginia	23055
Fork Union Presbyterian Church	4464 James Madison Highway	Fork Union	Virginia	23055
Fork Union Properties Land Trust, John Foster	16054 James Madison Highway	Palmyra	Virginia	22963
Fork Union Rentals	P.O. Box 175	Fork Union	Virginia	23055
Fork Union Sanitary District	P.O. Box 540	Palmyra	Virginia	22963
Fork Union Volunteer Fire Company	P.O. Box 428	Fork Union	Virginia	23055
Foster, Edward Jr.	263 Horseshoe Bend Road	Pontotoc	Mississippi	38863
Grace Episcopal Church	754 Bremo Bluff Road	Bremo Bluff	Virginia	23022
Grace Episcopal Church, Mrs. Gertrude White	P.O. Box 95	Bremo Bluff	Virginia	23022
Graves, Sayre & Winston, William	60 Magnolia Lane	Bremo Bluff	Virginia	23022

Gursky, Katheline	1280 Spring Road	Bremo Bluff	Virginia	23022
Hackett, Frank & Cheyenne	1084 Carysbrook Road	Fork Union	Virginia	23055
Hanat, Darran	119 Hickory Hollow Lane	Bremo Bluff	Virginia	23022
Harper, Henry III & Janet	26 Bayview Drive	Poquoson	Virginia	23662
Harris, Frank & Americus	1015 South Constitution Road	Dillwyn	Virginia	23936
Harris, Mildred Revocable Living Trust	10009 Waters Avenue South	Seattle	Washington	98178
Hartwick, Carl & Linda	664 Bremo Bluff Road	Bremo Bluff	Virginia	23022
Haskins, Alton Jr.	15032 Woolens Lane	Culpeper	Virginia	22701
Hill, Audrey	729 Glenarvon Drive	Bremo Bluff	Virginia	23022
Hill, Cora	35 Hopi Way	Palmyra	Virginia	22963
Hill, Dorothy	811 Glenarvon Drive	Bremo Bluff	Virginia	23022
Hill, Ellis & Willie Odell, Vince & Lizzie Hill	490 Blueberry Hill Drive	Scottsville	Virginia	24590
Hill, Melissa	65 Spring Road	Bremo Bluff	Virginia	23022
Holloman, Reathea	2425 Bremo Road	Bremo Bluff	Virginia	23022
Holsapple, Denise	2228 Oliver Creek Road	Troy	Virginia	22974
Holsapple, Marilyn	186 Mill Lane	Troy	Virginia	22974
Holsapple, Steve	1309 Mountain View Street	Charlottesville	Virginia	22902
Hostutler, Jeffrey & Susan	812 Spring Road	Bremo Bluff	Virginia	23022
Hughey, Susan	585 Bremo Bluff Road	Bremo Bluff	Virginia	23022
Jake's Gas & Go	4108 James Madison Highway	Fork Union	Virginia	23055
James Madison Rentals	P.O. Box 175	Fork Union	Virginia	23055
James, Fred & Marie, Rosanne Relaford	1969 Penfield Street	Philadelphia	Pennsylvania	19138
JCM III	30 Highpockets Road	Cartersville	Virginia	23027
Jefferies Living Trust	P.O. Box 28	New Canton	Virginia	23123
Jenkins, Susan & Audrey Smith	7920 Echols Avenue	Lanham	Maryland	20706
Johnson, Albert West Bottom Baptist Church	398 West Bottom Road	Bremo Bluff	Virginia	23022
Johnson, Blanche	398 West Bottom Road	Bremo Bluff	Virginia	23022
Johnson, Frederick III	1511 Kemper Street	Richmond	Virginia	23220
Johnson, Isaac Estate & Lazarus Johnson	605 Parks Ridge Road	Wilkesboro	North Carolina	28697
Johnson, Lewis	P.O. Box 175	Fork Union	Virginia	23055
Johnson, Lewis	539 East River Road	Fork Union	Virginia	23055
Johnson, Whitney	1646 Cloverdale Road	Bremo Bluff	Virginia	23022
Jones, Edgar Jr. & Mary	852 West Bottom Road	Bremo Bluff	Virginia	23022
Jones, Paul & Rosalie	871 Bremo Bluff Road	Bremo Bluff	Virginia	23022
Lane, Anna	2007 3rd Street NE	Washington	D.C.	20002
Lee, Michael & Serena	92 West Bottom Road	Bremo Bluff	Virginia	23022

Lent, Kathy	2274 Bremono Road	Bremo Bluff	Virginia	23022
Long, Dewitt	P.O. Box 192	Bremo Bluff	Virginia	23022
Mark IV LLC	3 Horseback Lane	Palmyra	Virginia	22963
Mawyer, Brenda	1309 Mountain View Street	Charlottesville	Virginia	22902
Maxey, Charles & Ruth	P.O. Box 45	New Canton	Virginia	23123
Maxwell, Kenneth	9018 Dove Creet Court	Louisville	Kentucky	40242
McGrath, Teresa	479 Glenarvon Drive	Bremo Bluff	Virginia	23022
Melton, George Jr.	3295 Bremono Road	Bremo Bluff	Virginia	23022
Miggins, Helen & Paula Mickens	520 Chastine Drive	Spartanburg	South Carolina	29301
Monges, Daniel & Jennifer	P.O. Box 124	Bremo Bluff	Virginia	23022
Mrs. Rebecca Carter, Buckingham Coutny Administrator	13380 West James Anderson Highway	Buckingham	Virginia	23921
NAACP Fluvanna County Branch 7067	P.O. Box 104	Fork Union	Virginia	23055
Napier, Douglas & Shelby	233 Holman Creek Lane	Bremo Bluff	Virginia	23022
Oldies & Goodies Thrift Store	3107 James Madison Highway	Fork Union	Virginia	23055
Orf, John	2406 Vernon Road	Henrico	Virginia	23228
Owen, Sandra	P.O. Box 799	Nellysford	Virginia	22958
Ownby, John	2259 Rolling Road South	Scottsville	Virginia	24590
Palmer, Avis & Madeline, Brad Palmer	1962 Shores Road	Palmyra	Virginia	22963
Palmer, Florence	281 Spring Road	Bremo Bluff	Virginia	23022
Parrish, Dustin	566 Bremono Bluff Road	Bremo Bluff	Virginia	23022
Parrish, Thomas	P.O. Box 1062	Greenville	South Carolina	29602
Passion Community Church	2723 James Madison Highway	Bremo Bluff	Virginia	23022
Patterson, Thomas & Claudine	161 Deer Lane	Bremo Bluff	Virginia	23022
Phelps, Jason	1366 Spring Road	Bremo Bluff	Virginia	23022
Pollard, Robert	P.O. Box 121	Scottsville	Virginia	24590
Poore, Thomas & Shirley	3456 Bremono Road	Bremo Bluff	Virginia	23022
Reardon, Edwin	710 Aldridge Lane	Scottsville	Virginia	24590
Ross, Samuel Jr.	224 Spring Road	Bremo Bluff	Virginia	23022
Rudzinski, Kenneth	2218 Cartwright Place	Reston	Virginia	20191
Salomon, Ronald & Susan	393 Bremono Bluff Road	Bremo Bluff	Virginia	23022
Sal's Italian Restaurant & Grille	4316 James Madison Highway	Fork Union	Virginia	23055
Sarah Marshall	161 Panamint Trail	Louisa	Virginia	23093
Scarlett's Flowers	4723 James Madison Highway	Fork Union	Virginia	23055
Scott's Paint & Body	2762 James Madison Highway	Bremo Bluff	Virginia	23022
Shelton, Antonio & Janice	553 Glenarvon Drive	Bremo Bluff	Virginia	23022
Sherman, Nicholas	632 Bremono Bluff Road	Bremo Bluff	Virginia	23022

Shipp, James Jr.	3003 Sayre Road	Fairfax	Virginia	22031
Sidwell, Glenn & Yupa	P.O. Box 670	Fork Union	Virginia	23055
Simorg South Forests	15 Piedmont Center, Suite 1250	Atlanta	Georgia	30305
Slaughter, Judith	P.O. Box 454	Fork Union	Virginia	23055
Smith, Julian C/O Brenda Kellerhalls	7401 Landsworth Avenue	Richmond	Virginia	23228
Snoddy, Lola	P.O. Box 54	Bremo Bluff	Virginia	23022
Solite Corporation	P.O. Box 27211	Richmond	Virginia	23261
Sorum, Harvey & Alice	1341 Spring Road	Bremo Bluff	Virginia	23022
St. John's Episcopal Church	43 Washington Street	Columbia	Virginia	23038
St. Joseph Roman Catholic Church	28 Cameron Street	Columbia	Virginia	23038
Stovall, Agnes	P.O. Box 175	Bremo Bluff	Virginia	23022
Stovall, Lillie	392 West Bottom Road	Bremo Bluff	Virginia	23022
Tatted Souls	4321 James Madison Highway, Unit 3	Fork Union	Virginia	23055
The Brayvon Company	P.O. Box 1194	Staunton	Virginia	24402
Thessalonia Baptist Church	677 Thessalonia Road	Fork Union	Virginia	23022
Thomas, Michael & Robin	325 Holman Creek Lane	Bremo Bluff	Virginia	23022
Top Quality Home Impovements	778 Cloverdale Road	Bremo Bluff	Virginia	23022
Tribble, Tanner & Maria	10259 Windywood Court	Ashland	Virginia	23005
Vanderbuilt Mortgage & Finance	500 Alcoa Trail	Maryville	Tennessee	37804
VEPCO CO Wagner, James F	P.O. Box 26666	Richmond	Virginia	23261
Verdery, Linda	347 Bremo Bluff Road	Bremo Bluff	Virginia	23022
VSI Hardware & Country Store	4312 James Madison Highway	Fork Union	Virginia	23055
Wade, Edwin Revocable Declaration of Trust	P.O. Box 913	Troy	Virginia	22974
Walker, Eva	640 Swimford Drive	Myrtle Beach	South Carolina	29588
Wanless, Dennis & Ronda	427 Shadowbrook Drive	Burlington	North Carolina	27215
West Bottom Baptist Church	2757 Bremo Road	Bremo Bluff	Virginia	23022
West Bottom Cemetary	2757 Bremo Road	Bremo Bluff	Virginia	23022
Wheeler, Elsie	3014 Glenarvon Drive	Bremo Bluff	Virginia	23022
White, Frayser II Revocable Trust, Kay Jefferies	P.O. Box 28	New Canton	Virginia	23123
White, Richard & Lindsay	P.O. Box 55	Fork Union	Virginia	23055
Wiley, Thomas Sr.	P.O. Box 187	Bremo Bluff	Virginia	23022
Williams, Lucy	31 4th Avenue	Westbury	New York	11590
Williams-Chewning Corp.	P.O. Box 177	Bremo Bluff	Virginia	23022
Winston, William & Graves, Sayre	1853 Glenarvon Drive	Bremo Bluff	Virginia	23022
Woodard, Kevin & Michaela	997 Bremo Bluff Road	Bremo Bluff	Virginia	23022
Woods, Barry	383 Bremo Bluff Road	Bremo Bluff	Virginia	23022

Woodson, Helen	658 Spring Road	Bremo Bluff	Virginia	23022
Young, Eliza & Thelma Bates	12285 West River Road	Palmyra	Virginia	22963

Bremo Power Station Coal Ash Removal Project

Bremo Power Station On-Site Lined Landfill



Overview and Project Description

Consistent with our core values, we have placed a great deal of focus on safety for personnel working on the North Ash Pond closure and the neighboring communities.

Legislation passed during the 2019 Virginia General Assembly requires Dominion Energy to remove all coal ash currently stored in the North Ash Pond at Bremo Power station within 15 years.

In keeping with the statute, Dominion Energy has submitted rezoning and Special Use Permit applications to Fluvanna County with plans to construct and operate a state-of-the-art, lined landfill on Dominion Energy property beside Bremo Power Station.

As part of these applications, Dominion Energy has offered proffers of funding to Fluvanna County to mitigate any potential impacts, including:

- Assurance of safe and reliable potable water source for the FUSD
- Community park, recreation, and/or green space areas
- Upgrades and/or maintenance for Bremo and West Bottom Roads
- Opportunities for local workforce

Key Facts

- 6.2 million cubic yards of coal ash is stored at Bremo Power Station.
- The ash will be transferred from its current location in the North Ash Pond to an adjacent state-of-the-art lined landfill.
- Coal ash will not be transported on public roads.
- The proffers provide a framework for safeguarding our neighbors while providing access to new and existing recreational areas in lieu of those previously shut down.
- Landfill construction and the transfer of coal ash is expected to take approximately 10 years.



Want to learn more?

Scan QR code
Visit [DominionEnergy.com/BremoCCR](https://www.dominionenergy.com/BremoCCR)
Email BremoCCR@dominionenergy.com
Call 1-833-742-0462



Dominion Energy Services, Inc.
State & Local Affairs, Virginia
7500 W. Broad Street, Richmond, VA 23294
DominionEnergy.com



April 16, 2021

Dear Neighbor-

I am writing to update you on the closure of the Dominion Energy coal ash ponds at Bremo Power Station.

State and federal regulations require the removal of the 6.2 million cubic yards of coal ash currently stored in the North Ash Pond at Bremo Power Station within 15 years. The coal ash must be recycled or placed in a lined landfill that meets Federal Coal Combustion Residuals (CCR) and Virginia CCR regulations. In keeping with these regulations, Dominion Energy has submitted rezoning and Special Use Permit applications to Fluvanna County with plans to construct and operate a state-of-the-art, lined landfill on Dominion Energy property beside Bremo Power Station.

Dominion Energy will be hosting a public community meeting from 6:00 p.m. until 7:30 p.m. on April 29, 2021 at the Fluvanna County Community Center. The Center is located at 5725 James Madison Highway, Fork Union, Virginia 23055. During this meeting we will discuss our plans for the landfill construction and closure of the North Ash Pond. All current social distancing guidelines will be adhered to and masks will be required.

If you have any questions, please call 833-742-0462 or email bremoccr@dominionenergy.com. Additional information may also be found at www.dominionenergy.com/bremoccr.

Thank you and I look forward to hopefully seeing you on April 29 at the Fluvanna County Community Center.

Sincerely,

A handwritten signature in black ink, appearing to read "SMA".

Sarah A. Marshall
External Affairs Manager
State & Local Affairs, Central Virginia

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

TAB D

MEETING DATE:	June 16, 2021				
AGENDA TITLE:	Rt. 652, Academy Road Segment Abandonment and Replacement				
MOTION(s):	I move the Board of Supervisors approve the resolution entitled “ADDITION TO SECONDARY ROUTE AND ABANDONMENT WITH REPLACEMENT ROAD FOR ROUTE 652, ACADEMY ROAD”.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Bethel Kefyalew, Asst. Res. Administrator/Louisa Residency				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<ul style="list-style-type: none"> • Rt. 652, Academy Rd, which was realigned many years ago, but was never updated in the State road records system. • VDOT requests the County review and pass the attached resolution so that the old segment can be formally abandoned and the new segment can be formally accepted into the system. 				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> - Report of Changes – Realignment - Report of Changes – Abandonment - Rte. 652 Sketch - Resolution 17-2021 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

In Fluvanna County

37583325

by Resolution of the governing body adopted June 16, 2021

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes to the secondary system of state highways.

A Copy Testee Signed (County Official): _____

Report of Changes in the Secondary System of State Highways

Project/Subdivision: Rt 652 Realignment

Realignment-Add - VDOT Project §33.2-705

Rte Number	Street Name	From Termini	To Termini	Length	Number Of Lanes	Recordation Reference	Row Width
652	Academy Road	Rt 15, James Madison Hwy	0.70 Miles East to Academy Rod	0.7	2		50

In Fluvanna County

37583203

by Resolution of the governing body adopted June 16, 2021

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes to the secondary system of state highways.

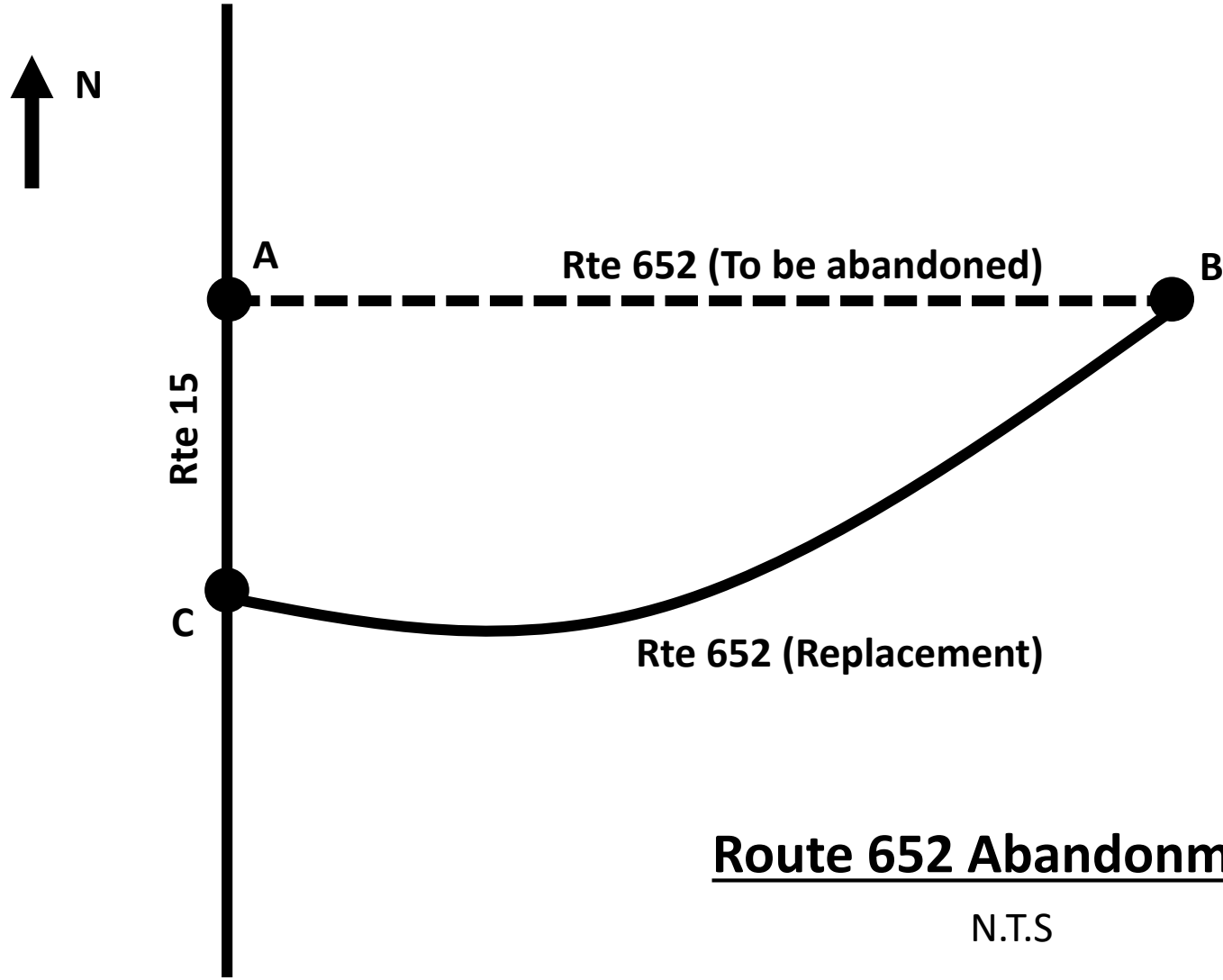
A Copy Testee Signed (County Official): _____

Report of Changes in the Secondary System of State Highways

Project/Subdivision: Old Rt 652(portion of)Abandonment

Abandonment - Project by VDOT §33.2-912

Rte Number	Street Name	From Termini	To Termini	Length	Number Of Lanes	Recordation Reference	Row Width
652	Academy Road	Rt 15, James Madison Hwy	0.71 Miles East to Academy Rd	0.71			



A – B = 0.71 Miles of Rte 652 to be Abandoned

C – B = Rte 652 Replacement Road. 0.70 Miles. VDOT Project 0652-032-165, M-501

Route 652 Abandonment

N.T.S



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia

RESOLUTION No. 17-2021

**ADDITION TO SECONDARY ROUTE AND
 ABANDONMENT WITH REPLACEMENT ROAD
 ROUTE 652, ACADEMY ROAD**

WHEREAS, a portion of Route 652 has been realigned and a new segment constructed to standards equal to the Virginia Department of Transportation's Subdivision Street Requirements as a requisite for acceptance for maintenance as part of the Secondary System of State Highways, as a part of VDOT Project 0652-032-165, M-501; and

WHEREAS, the Virginia Department of Transportation has inspected this street and found it to be acceptable for maintenance; and

NOW, THEREFORE, BE IT RESOLVED by the Fluvanna County Board of Supervisors, this the 16th day of June, 2021, that the old segment of Route 652, identified on the attached Form AM 4.3, is no longer needed as part of the Secondary System of State Highways as the new road serves the same citizens as the old road and is hereby requested to be abandoned by the Virginia Department of Transportation pursuant to §33.2-912, *Code of Virginia*, 1950 amended.

BE IT FURTHER RESOLVED, that the Virginia Department of Transportation be, and it hereby is, requested to add and maintain the new segment identified on the attached Form AM 4.3 as part of the Secondary System of State Highways, pursuant to §33.2-705, *Code of Virginia*, 1950 amended, and the regulatory requirements of VDOT.

BE IT FURTHER RESOLVED, the County Board of Supervisors does hereby guarantee unencumbered rights-of-way plus the necessary easements for cuts, fills, and drainage for this added segment;

BE IT FURTHER RESOLVED, a copy of this resolution be forwarded to the Virginia Department of Transportation.

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

Attest:

 John M. Sheridan, Chair
 Fluvanna County Board of Supervisors

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

TAB E

MEETING DATE:	June 16, 2021				
AGENDA TITLE:	Kents Store Volunteer Fire Company Engine 30 Additional Funding				
MOTION(s):	I move the Board of Supervisors approve a budget transfer of \$18,000 from the Board of Supervisors Contingency Budget to the FY21 CIP Fire and Rescue Apparatus Budget, to reflect additional funds for Kents Store Engine 30 for outfitting the engine with equipment.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	R. John Lye, Fluvanna Fire and Rescue Association Chairman				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>In the FY18 Budget, the Fluvanna Fire and Rescue Association submitted and had the replacement of Kents Store Engine 30 in the CIP for out years in FY21 for planning purposes for \$583,000.</p> <p>In the FY19 Budget, the Fluvanna Fire and Rescue Association submitted and moved up the replacement of Kents Store Engine 30 to be funded in the FY19 Budget for \$566,000. The Board of Supervisors approved \$566,000 in cash funding in the FY19 Budget for the replacement of Kents Store Engine 30 (Apparatus and Equipment).</p> <p>Kents Store Volunteer Fire Company has always understood that the approved budget for Engine 30 was \$584,000, so they have therefore been working to outfit Engine 30 within that budget amount.</p> <p>See included email from FRA Chair, R. John Lye for the request.</p>				
FISCAL IMPACT:	Currently, the Board of Supervisors Contingency Budget has a balance of \$54,028. The requested action would decrease that balance to \$36,028.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Additional Funding Request from FRA Chair, R. John Lye • FY18-22 CIP - FRA Fire and Rescue Apparatus Request • FY19-23 CIP - FRA Fire and Rescue Apparatus Request 				

	• FY19 Adopted CIP				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

Eric Dahl

From: R. John Lye
Sent: Sunday, June 6, 2021 11:26 AM
To: Mike Sheridan; Mozell Booker; Donald Weaver; Tony O'Brien; Patricia Eager
Cc: Eric Dahl; nozzleman87@yahoo.com; Mel Sheridan
Subject: Kents Store's New Fire Engine

Good morning,

At the last Fluvanna Fire and Rescue Association meeting, at which County Administrator Eric Dahl was in attendance, Chief Andrew Pullen discussed the funding of the new Kents Store Fire Engine. He made a compelling case that to put that engine in service immediately fully equipped with all the tools, hoses and other equipment necessary for it to be fully functional, he will need the additional \$18,000 that was in the original CIP request. This request was subsequently reduced from its original value of \$584,000 to the approved value of \$566,00 for reasons that have been lost. Chief Pullen would like to have that money restored to the purchase of this engine. In fairness, Chief Pullen has stayed within that budget as he understood it, and has purchased a fire engine that will work for the Kents Store Fire Company.

Please consider this an official request for the additional funds to fully equip the new Kents Store fire engine, so that it can be fully ready for use immediately. Thank you for your consideration of this request.

Respectfully,
R. John Lye
Chair
Fluvanna Fire and Rescue Association

FY2018-2022 CAPITAL IMPROVEMENT PLAN REQUEST

Fluvanna County

Section 1 - PROJECT INFORMATION							
Project Title:	Apparatus Replacement / Re-chassis - Fluvanna F&R				Department/Agency Ranking:	1	
Department/Agency:	Fluvanna Fire & Rescue Association		Contact Person:	R. John Lye			
Funding Category:	<input type="checkbox"/> New Project(FY18-22)	<input checked="" type="checkbox"/> Existing Project(FY18-21)	<input type="checkbox"/> FY17 Project (Add'l Funding)				
Applicable Comprehensive Plan Chapter(s):	<input type="checkbox"/> 1. Natural Environment	<input type="checkbox"/> 4. Transportation	<input type="checkbox"/> 7. Parks and Recreation		<input type="checkbox"/> 10. Education		
	<input type="checkbox"/> 2. Land Use & Community Design	<input type="checkbox"/> 5. Economic Development	<input type="checkbox"/> 8. Housing		<input checked="" type="checkbox"/> 11. Public Safety		
	<input type="checkbox"/> 3. Infrastructure	<input type="checkbox"/> 6. Historic Preservation	<input type="checkbox"/> 9. Human Services		<input type="checkbox"/> 12. Financial Sustainability		
Section 2 - PROJECT COSTS							
Expenditure Category	Prospective Vendor (if known)	FY2018	FY2019	FY2020	FY2021	FY2022	FY18-22 Total
Engineering & Planning							\$ 0
Construction							\$ 0
Equipment		\$ 60,000	\$ 575,000	\$ 730,000	\$ 583,000	\$ 584,000	\$ 2,532,000
Land Acquisition							\$ 0
Other (specify)							\$ 0
Other (specify)							\$ 0
TOTALS		\$ 60,000	\$ 575,000	\$ 730,000	\$ 583,000	\$ 584,000	\$ 2,532,000
Section 3 - PROJECTED OPERATIONAL COSTS & REVENUES							
Additional Anticipated Operational Expenses		FY2018	FY2019	FY2020	FY2021	FY2022	FY18-22 Total
Additional Staff Salary							\$ 0
Benefits	Calculated at 20% of Staff Salary	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Vehicle							\$ 0
Vehicle Insurance							\$ 0
Utilities							\$ 0
Furniture and Fixtures							\$ 0
Equipment							\$ 0
Contractual costs							\$ 0
Other (specify)							\$ 0
Total Operational Costs		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total Anticipated Operational Revenues							\$ 0

Project Title:	Apparatus Replacement / Re-chassis - Fluvanna F&R
Section 4 - PROJECT DESCRIPTIONS OR SPECIAL EXPLANATIONS	
<p>FY 2018:</p> <ol style="list-style-type: none"> 1. Replacement of Car-21 (Fork Union) built in 1998 (\$60,000) <p>The Fluvanna Fire and Rescue Association (FRA) request for FY2018-2022 Capital Improvement Plan incorporates funding for a replacement schedule for fire and rescue emergency vehicles. Currently, since Lake Monticello units are not "County owned," therefore they are included as capital purchases in the operational budget, not the CIP. Therefore, this request only covers units for Fluvanna Fire and Fluvanna Rescue agencies.</p> <p>The FRA defined the replacement of fire apparatus to be when the unit reaches twenty years of age, which is consistent with NFPA standards.</p>	
<p>FY 2019:</p> <ol style="list-style-type: none"> 1. Replace the HazMat trailer (Palmyra) which was built in 1997 (\$9,000) 2. Replacement of Engine 21 built in 1992 (Fork Union) (\$566,000) <p>The FRA defined the replacement of fire apparatus to be when the unit reaches twenty years of age, which is consistent with NFPA standards. The replacement of the ambulances is also on a set schedule but is different from the fire apparatus schedule. The ambulance replacement schedule is built on an eight year replacement schedule, since they generally see much more daily use than the fire apparatus. The current projected cost of \$260,000 more closely reflects current experience purchasing an ambulance (Ambulance 555 for Lake Monticello, adjusted for 3% increases due to inflation per year), and includes the cost for a Stryker PowerLoad/PowerCot combination (\$40,000 as of 2016). As of July 1, 2015, new Federal standards for ambulance construction were implemented which require improved cot retention systems which will retain the cot in case of an ambulance accident or roll-over. The Stryker PowerLoad/PowerCot combination is one of the few systems currently on the market that meets these standards, and the cost of this system needs to be included in the cost of all future ambulance replacements.</p>	
<p>FY 2020:</p> <ol style="list-style-type: none"> 1. Replace Tanker 10 (Palmyra) built in 1999 (\$550,000) 2. Replace Attack-20 (Fork Union), built in 2001 (\$180,000) <p>The FRA defined the replacement of fire apparatus to be when the unit reaches twenty years of age, which is consistent with NFPA standards. In order to avoid peaks and valleys in the CIP Requests, however, Attack-20 and Engine-30 have been reversed in their order. This will help even out the requested funds, and Attack-20 has seen much more use and has received more wear and tear.</p>	
<p>FY 2021:</p> <ol style="list-style-type: none"> 1. Replacement of Engine 30 built in 1993 (Kents Store) (\$583,000) <p>The FRA defined the replacement of fire apparatus to be when the unit reaches twenty years of age, which is consistent with NFPA standards. The replacement of the ambulances is also on a set schedule but is different from the fire apparatus schedule. The ambulance replacement schedule is built on an eight year replacement schedule, since they generally see much more daily use than the fire apparatus. The current projected cost of \$2576000 more closely reflects current experience purchasing an ambulance (Ambulance 555 for Lake Monticello, adjusted for 3% increases due to inflation per year), and includes the cost for a Stryker PowerLoad/PowerCot combination (\$40,000 as of 2016). As of July 1, 2015, new Federal standards for ambulance construction were implemented which require improved cot retention systems which will retain the cot in case of an ambulance accident or roll-over. The Stryker PowerLoad/PowerCot combination is one of the few systems currently on the market that meets these standards, and the cost of this system needs to be included in the cost of all future ambulance replacements.</p>	
<p>FY 2022:</p> <ol style="list-style-type: none"> 1. Replacement of Tanker-31 (Kents Store) built in 2002 (\$584,000) <p>The Fluvanna Fire and Rescue Association (FRA) request for FY2018-2022 Capital Improvement Plan incorporates funding for a replacement schedule for fire and rescue emergency vehicles. The FRA defined the replacement of fire apparatus to be when the unit reaches twenty years of age, which is consistent with NFPA standards.</p>	

INCLUDES LAKE MONTICELLO APPARATUS REPLACEMENTS

FY2019-2023 CAPITAL IMPROVEMENT PLAN REQUEST

Fluvanna County

Section 1 - PROJECT INFORMATION

Project Title:	Fluvanna Fire and Rescue Apparatus Replacement / Re-chassis	Department/Agency Ranking:	1
Department/Agency:	Fluvanna Fire and Rescue Association	Contact Person:	R. John Lye
Funding Category:	<input type="checkbox"/> New Project (FY19-23) <input checked="" type="checkbox"/> Existing Project (FY19-22) <input type="checkbox"/> FY18 Project (Add'l Funding)		
Applicable Comprehensive Plan Chapter(s):	<input type="checkbox"/> 1. Natural Environment	<input type="checkbox"/> 4. Transportation	<input type="checkbox"/> 7. Parks and Recreation
	<input type="checkbox"/> 2. Land Use & Community Design	<input type="checkbox"/> 5. Economic Development	<input type="checkbox"/> 8. Housing
	<input type="checkbox"/> 3. Infrastructure	<input type="checkbox"/> 6. Historic Preservation	<input type="checkbox"/> 9. Human Services
		<input type="checkbox"/> 10. Education	<input checked="" type="checkbox"/> 11. Public Safety
		<input type="checkbox"/> 12. Financial Sustainability	

Section 2 - PROJECT COSTS

Expenditure Category	Prospective Vendor (if known)	FY2019	FY2020	FY2021	FY2022	FY2023	FY19-23 Total
Engineering & Planning							\$ 0
Construction							\$ 0
Equipment		\$ 1,020,000	\$ 841,000	\$ 876,000	\$ 883,000	\$ 909,000	\$ 4,529,000
Land Acquisition							\$ 0
Other (specify)							\$ 0
Other (specify)							\$ 0
TOTALS		\$ 1,020,000	\$ 841,000	\$ 876,000	\$ 883,000	\$ 909,000	\$ 4,529,000

Section 3 - PROJECTED OPERATIONAL COSTS & REVENUES

Additional Anticipated Operational Expenses	FY2019	FY2020	FY2021	FY2022	FY2023	FY19-23 Total
Additional Staff Salary						\$ 0
Benefits	Calculated at 20% of Staff Salary	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Vehicle						\$ 0
Vehicle Insurance						\$ 0
Utilities						\$ 0
Furniture and Fixtures						\$ 0
Equipment						\$ 0
Contractual costs						\$ 0
Other (specify)						\$ 0
Total Operational Costs	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total Anticipated Operational Revenues						\$ 0

Project Title:	Fluvanna Fire and Rescue Apparatus Replacement / Re-chassis
Section 4 - PROJECT DESCRIPTIONS OR SPECIAL EXPLANATIONS	
FY 2019:	
FY19	
<ol style="list-style-type: none"> 1. Replacement of Engine 30 built in 1992 (Kents Store) (\$566,000) 2. Replacement of Support 56, built in 1991 (LMWRT) (\$180,000) (pushed back from FY18 request) 3. Replacement of Ambulance 49 (Palmyra) built in 2011 (\$274,000) 	
<p>The FRA defined the replacement of fire apparatus to be when the unit reaches twenty years of age, which is consistent with NFPA standards. The replacement of the ambulances is also on a set schedule but is different from the fire apparatus schedule. The ambulance replacement schedule is built on an eight year replacement schedule, since they generally see much more daily use than the fire apparatus. The current projected cost of \$274,000 more closely reflects current experience purchasing an ambulance (Ambulance 552 for Lake Monticello, adjusted for 3% increases due to inflation per year), and includes the cost for a Stryker PowerLoad/PowerCot combination (\$40,000 as of 2016). As of July 1, 2015, new Federal standards for ambulance construction were implemented which require improved cot retention systems which will retain the cot in case of an ambulance accident or roll-over. The Stryker PowerLoad/PowerCot combination is one of the few systems currently on the market that meets these standards, and the cost of this system needs to be included in the cost of all future ambulance replacements.</p>	
FY 2020:	
FY20	
<ol style="list-style-type: none"> 1. Replace Tanker 10 (Palmyra) built in 1999 (\$550,000) 2. Replacement of Ambulance 553 (LMVRS), built in 2009 (\$282,000) 3. Replace the HazMat trailer (Palmyra) which was built in 1997 (\$9,000) 	
<p>The Fluvanna Fire and Rescue Association (FRA) request for FY2019-2023 Capital Improvement Plan incorporates funding for a replacement schedule for fire and rescue emergency vehicles. The FRA defined the replacement of fire apparatus to be when the unit reaches twenty years of age, which is consistent with NFPA standards. The ambulance replacement schedule is built on an eight year replacement schedule, since they generally see much more daily use than the fire apparatus. The current projected cost of \$282,000 more closely reflects current experience purchasing an ambulance (Ambulance 552 for Lake Monticello, adjusted for 3% increases due to inflation per year), and includes the cost for a Stryker PowerLoad/PowerCot combination (\$40,000 as of 2016). As of July 1, 2015, new Federal standards for ambulance construction were implemented which require improved cot retention systems which will retain the cot in case of an ambulance accident or roll-over. The Stryker PowerLoad/PowerCot combination is one of the few systems currently on the market that meets these standards, and the cost of this system needs to be included in the cost of all future ambulance</p>	
FY 2021:	
FY21	
<ol style="list-style-type: none"> 1. Replace Attack-20 (Fork Union), built in 2001 (\$180,000) 2. Response 5 (LMVRS), built in 2003 (\$96,000) 3. Replacement of Engine 20 (Fork Union), built in 1993 (\$600,000) 	
<p>The Fluvanna Fire and Rescue Association (FRA) request for FY2019-2023 Capital Improvement Plan incorporates funding for a replacement schedule for fire and rescue emergency vehicles. The FRA defined the replacement of fire apparatus to be when the unit reaches twenty years of age, which is consistent with NFPA standards. Response 5 was moved to FY21 in an attempt to equalize yearly request amounts, and smooth some of the peaks and valleys in the CIP request.</p>	
FY 2022:	
FY22	
<ol style="list-style-type: none"> 1. Replacement of Tanker-31 (Kents Store) built in 2002 (\$584,000) 2. Replacement of Ambulance 554 (LMVRS), built in 2013 (\$299,000) 	
<p>The Fluvanna Fire and Rescue Association (FRA) request for FY2019-2023 Capital Improvement Plan incorporates funding for a replacement schedule for fire and rescue emergency vehicles. The FRA defined the replacement of fire apparatus to be when the unit reaches twenty years of age, which is consistent with NFPA standards. The ambulance replacement schedule is built on an eight year replacement schedule, since they generally see much more daily use than the fire apparatus. The current projected cost of \$299,000 more closely reflects current experience purchasing an ambulance (Ambulance 552 for Lake Monticello, adjusted for 3% increases due to inflation per year), and includes the cost for a Stryker PowerLoad/PowerCot combination (\$40,000 as of 2016). As of July 1, 2015, new Federal standards for ambulance construction were implemented which require improved cot retention systems which will retain the cot in case of an ambulance accident or roll-over. The Stryker PowerLoad/PowerCot combination is one of the few systems currently on the market that meets these standards, and the cost of this system needs to be included in the cost of all future ambulance purchases.</p>	
FY 2023:	
<ol style="list-style-type: none"> 1. Tanker-20 (Fork Union), built in 2003 (\$601,000) 2. Ambulance 45 (Palmyra), built in 2017 (\$308,000) 	
<p>The Fluvanna Fire and Rescue Association (FRA) request for FY2019-2023 Capital Improvement Plan incorporates funding for a replacement schedule for fire and rescue emergency vehicles. The FRA defined the replacement of fire apparatus to be when the unit reaches twenty years of age, which is consistent with NFPA standards. The ambulance replacement schedule is built on an eight year replacement schedule, since they generally see much more daily use than the fire apparatus. The current projected cost of \$308,000 more closely reflects current experience purchasing an ambulance (Ambulance 552 for Lake Monticello, adjusted for 3% increases due to inflation per year), and includes the cost for a Stryker PowerLoad/PowerCot combination (\$40,000 as of 2016). As of July 1, 2015, new Federal standards for ambulance construction were implemented which require improved cot retention systems which will retain the cot in case of an ambulance accident or roll-over. The Stryker PowerLoad/PowerCot combination is one of the few systems currently on the market that meets these standards, and the cost of this system needs to be included in the cost of all future ambulance purchases</p>	

	A	C	D	E	F	G	H	I	J	K	L
1	CAPITAL IMPROVEMENTS PLAN	FY 2019-23			FY2019 ADOPTED			FY2020 Plan		FY2021 Plan	
2	FY19 Adopted April 11, 2018	CIP TOTAL BY YEAR			\$2,110,930			\$10,465,970		\$7,782,480	
3		FUNDING SOURCE			Cash	Fund Balance	Other	Cash	Other	Cash	Other
4	CAPITAL PROJECTS	Dept Rank	PC Rank	Prior Funds	\$ 150,000	\$ 1,312,960	\$ 647,970	\$ 10,380,970	\$ 85,000	\$ 7,782,480	\$ -
5	GOVERNMENTAL										
6	COUNTY CAPITAL DEPRECIATION FUND <i>(Funded at "1 cent" per year)</i>	1									
7	SCHOOLS CAPITAL DEPRECIATION FUND <i>(Funded at "1 cent" per year)</i>	1									
8	COMMUNITY DEVELOPMENT										
9	GO Virginia Program Support	1						25,000			
10	COMMUNITY SERVICES										
11	PG Playground Expansion	1	1				-	50,000			
12	PG Athletic Field Lighting (4 fields)	2	1				-	650,000			
13	PG Multi-Purpose Shelter							55,000			
14	PG New Athletic Fields							315,000			
15	PG Multigenerational Center									2,660,000	
16	PG Basketball and Tennis Courts									151,000	
17	PG Outdoor Swimming Pool & Pool House Building										
18	PG Spray Ground Park										
19	CARE Task Force Projects							15,000	85,000		
20	PUBLIC WORKS										
21	Capital Reserve Maintenance Fund (Previous Funding Note)	1	1	175,000		-		674,000		255,000	
22	Equipment Purchase & Replacement Plan	1	1				-	155,000		30,000	
23	Public Safety Building Addition	1	1				-	694,500			
24	Historic Courthouse Exterior Renovation	1	1				75,000		150,000		
25	Public Water System for Pleasant Grove							345,000		310,000	
26	Combined Administrative Services/School Admin. Building										
27	PUBLIC SAFETY										
28	Sheriff										
29											
30	Fire & Rescue										
31	CPR Assist Devices	1	1				-	63,020			
32	Vehicle Apparatus - Replacement/ Rechassis	1	1	509,000			566,000	833,000		780,000	
33	Vehicle Apparatus - Replacement - Lake Monticello	1	1				-	462,000		96,000	
34	Self Contained Breathing Apparatus (SCBA) Replacement	1	1				100,000	497,970			
35	Heart Monitor Replacement							100,000		200,000	
36	COUNTY FLEET REPLACEMENT										
37	County Vehicles	1	1	75,000			-	350,000		150,000	
38	Sheriff Vehicles (Baseline Funding - \$125K/yr)	1	1	160,000			-	338,960		206,480	
39	Social Services Vehicles	1	1	20,000			-	40,000		20,000	

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

TAB F

MEETING DATE:	June 16, 2021																																		
AGENDA TITLE:	Financial Auditing Services Contract																																		
MOTION(s):	<p>I move to approve the contract between Robinson, Farmer Cox Associates and the county for Financial Auditing Services, With the fee's as follows</p> <ul style="list-style-type: none"> • FY21 Audit \$44,970, • Cost allocation Plan \$3,850, • School Activity fund (paid for by the school activity fund) \$9,000; • with a 3% increase every other year. • The required implementation of GASB 87 in 2022 will incur a \$3,000 fee for startup and \$1,500 each year for years 2-5 <p>and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.</p>																																		
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):																																
		X																																	
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other																														
		X																																	
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer																																		
PRESENTER(S):	Cyndi Toler, Purchasing Officer																																		
RECOMMENDATION:	Approval																																		
TIMING:	Routine																																		
DISCUSSION:	<ul style="list-style-type: none"> • RFP issued March 31, 2021 and closed May 4, 2021 • Two submissions were received, Both were interviewed by the committee • The committee included Eric Dahl, County Administrator; Linda Lenherr, Treasurer; and Brenda Gilliam Executive Director for Instruction and Finance for Schools. • Robinson, Farmer, Cox Associates was chosen as the highest scoring proposal. • Cost Proposal: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th align="center">2021</th> <th align="center">2022</th> <th align="center">2023</th> <th align="center">2024</th> <th align="center">2025</th> </tr> </thead> <tbody> <tr> <td>County Audit</td> <td align="center">\$44,970</td> <td align="center">\$44,970</td> <td align="center">\$46,320</td> <td align="center">\$46,320</td> <td align="center">\$47,710</td> </tr> <tr> <td>Implementation of GASB 87</td> <td align="center">\$0</td> <td align="center">\$3,000</td> <td align="center">\$1,500</td> <td align="center">\$1,500</td> <td align="center">\$1,500</td> </tr> <tr> <td>School Activity Funds</td> <td align="center">\$9,000</td> <td align="center">\$9,000</td> <td align="center">\$9,270</td> <td align="center">\$9,270</td> <td align="center">\$9,550</td> </tr> <tr> <td>Cost Allocation Plan</td> <td align="center">\$3,850</td> <td align="center">\$3,850</td> <td align="center">\$3,970</td> <td align="center">\$3,970</td> <td align="center">\$4,090</td> </tr> </tbody> </table> <ul style="list-style-type: none"> • The Cost Proposal is similar to the last contract with RFC with an approximate 3% increase every other year. • There is an addition in FY22 for the implementation of GASB 87 with an annual fee 						2021	2022	2023	2024	2025	County Audit	\$44,970	\$44,970	\$46,320	\$46,320	\$47,710	Implementation of GASB 87	\$0	\$3,000	\$1,500	\$1,500	\$1,500	School Activity Funds	\$9,000	\$9,000	\$9,270	\$9,270	\$9,550	Cost Allocation Plan	\$3,850	\$3,850	\$3,970	\$3,970	\$4,090
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	<p>for following years</p> <ul style="list-style-type: none"> ○ The County will have to start recognizing assets and liabilities related to the operating leases it has, as well there will be new and enhanced disclosures that will need to be included in the County's Audited Financial Report. 				
FISCAL IMPACT:	<ul style="list-style-type: none"> • FY21 County Audit \$44,970, Cost allocation Plan \$3,850, School Activity fund (paid for by the school activity fund) \$9,000; with a 3% increase every other year. • With the required implementation of GASB 87 in 2022 There will be a \$3,000 fee for startup and \$1,500 each year for years 2-5 				
POLICY IMPACT:	An independent auditor is required to file the county's Comprehensive Annual Financial Report (CAFR) to the Virginia Auditor of Public Accounts.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

**CONTRACT TO PROVIDE FINANCIAL AUDITING SERVICES
OF COUNTY OF FLUVANNA, VIRGINIA**

This Contract to Provide Financial Auditing Services is made this ____ day of _____, 2021 (the "Contract"), by and between Robinson, Farmer, Cox Associates, P.O. Box 6580, Charlottesville, Virginia 22906, hereinafter referred to as the Auditor, and the Board of Supervisors of the County of Fluvanna, Virginia, hereinafter referred to as the County.

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

1. The Auditor shall audit the financial statements of the County annually for the fiscal years ending on June 30, 2021, through the fiscal year ending June 30, 2025, hereinafter referred to as the Audit Period.
2. The Auditor shall perform all services and work necessary or required to fulfill all of the requirements of and provide all services set forth in the Request for Proposal #2021-04 Financial Auditing Services issued March 31, 2021, as amended by Addendum #1 issued April 14, 2021, attached hereto as **EXHIBIT 1** (as amended, the "RFP"), which is made a part hereof and incorporated herein by reference, and also shall provide all of the services and work outlined in the Auditor's Proposal made in response to the RFP dated May 4, 2021, attached hereto as **EXHIBIT 2** (the "Response"), which is made a material part hereof and incorporated herein by reference. The Final fee schedule entitled "Nonbinding Cost Estimate" is attached hereto as **EXHIBIT 3** (the "Fees"), which is made a material part hereof and incorporated herein by reference. The Auditor is required to meet or exceed all requirements, specifications and terms of the RFP and the Response. The Auditor is required to perform the following services and work in a good and workmanlike manner that would pass without exception in the industry. Time is of the essence for all services and work to be provided under this Contract. Capitalized terms herein shall have the same meaning as in the RFP unless the context requires otherwise.
3. The Auditor shall conduct his audit and render his report in accordance in accordance with generally accepted auditing standards in the United States of America; the Financial Policy Manual; the standards for financial audits contained in Government Auditing Standards (GAS) issued by the Comptroller General of the United States of the Government Accountability Office (GAO); the provisions of and the U.S. Office of Management and Budget Title 2- Grants and Agreements, of the Code of Federal regulation (CFR), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards (the "Uniform Guidance"); the Specifications for Audits of Counties, Cities and Towns and the Specifications for Audits of Authorities, Boards and Commissions, as applicable, issued by the Auditor of Public Accounts (APA) of the Commonwealth of Virginia ("APA Specifications"); and shall comply with all applicable Federal, State and Local laws, rules, ordinances, regulations, guidance, and policies, (collectively referred to hereinafter as "Applicable Laws") applicable to or related to the performance of the auditing services at the time the services are performed for the County recognizing that Fluvanna County is a political subdivision of the Commonwealth of Virginia. In addition to the foregoing requirements, the audit shall result in the Auditor's opinions on the financial statements, the County's compliance with the Uniform Guidance, the County's

compliance with contracts and grants, and the County's compliance with Applicable Laws, including, but not limited to, the Code of Virginia Section 15.2-2511, the Fluvanna County Code, the CARES Act, and the Financial Policy Manual including without limitation "Chapter 2 – Accounting & Financial Reporting" thereof, all as the same may be amended, modified or replaced from time to time. The County will prepare the financial statements from the audited records with the Auditor's opinions thereon. Financial Statements are prepared in accordance with Generally Accepted Accounting Standards ("GAAP"). The Auditor's opinions shall be unqualified unless the Auditor furnishes the County, by October 30th, or otherwise on a timely basis, the reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances.

4. It is agreed that generally accepted government auditing standards include a review of the County's system of internal control and accounting as the same relates to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which shall be a part of the written report of audit, to the County setting forth his findings, together with his recommendations for improvement. The Auditor shall file said report with the Auditor of Public Accounts, Commonwealth of Virginia.
5. The Auditor shall, after completing his audit, submit to the County a written report of audit and shall submit any other interim reports, documents, other reports or deliverables as and when required under the RFP. This report will include, at least, any and all requirements under the RFP or Response, the financial statements and notes thereto prepared in accordance with generally accepted accounting principles, supplementary information requested by the client or required for full disclosure under the law and the auditor's opinions on the material presented. The Auditor shall furnish required copies of the report on audit to the County by November 30th, after the close of the accounting period.
6. Nothing specifically referenced in this Contract is intended to be a limitation on the services and work required as described and set forth in the RFP and the Auditor is required to complete all work and services set forth in the RFP as a part of this Contract.
7. It is agreed that time is of the essence in the performance of this Contract; however, reasonable unavoidable delays alone shall not render the contract invalid or voidable provided the cause thereof and the estimated completion date are promptly furnished by the Auditor to the County. Notwithstanding the foregoing, any delay of the Auditor in excess of thirty (30) day is per se unreasonable under this Contract.
8. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the County in writing of the need for such additional investigation and the additional compensation required therefore. If the County agrees to such additional services, then an appropriate amendment modifying this Contract and signed by the parties shall be executed.
9. Fees: There are no special provisions, except: the County reserves the right to renew this contract annually subject to a negotiated fee and continued satisfactory performance.
 - i. In consideration of the satisfactory performance of this Contract, the County shall pay to the Auditor applicable fees for each fiscal year as follows: see attached Fees, Exhibit 3.

- ii. Interim billings are not to exceed 80% of said fee. The Auditor may submit invoices to the County services actually rendered no more than monthly, but at least once each fiscal year upon completion of all services for that fiscal year. The invoice shall describe the services rendered to date with specificity. The Auditor will be paid within forty-five (45) days of receipt of a valid invoice following acceptance of all services and work to date by the County. No invoice may be provided by the Auditor to the County until the services and/or deliverables purchased have been delivered to, inspected by and accepted by the County.
 - iii. Final payment of the fee for services for each fiscal year shall be invoiced upon completion of all services consistent with the requirements of this Contract for such fiscal year, but in no event prior to the expiration of thirty (30) days after the submission of the CAFR and all other required items to the Auditor of Public Accounts.
 - iv. Notwithstanding the Fees set forth in Exhibit 3, the parties agree that the Auditor may reasonably modify its Fees for any fiscal year services during the Audit Period if: (i) significant accounting principles or auditing standards are implemented during the course of the Contract that materially increase the scope of work performed and were not contemplated at the time of the RFP (the impacts of GASB 87 have been contemplated by the parties and the Fees reflect GASB 87); and (ii) the Auditor notifies the County in writing of the proposed modification of the Fees for that affected fiscal year at least six (6) months prior to the close of the affected fiscal year and prior to beginning any work on that affected fiscal year, for example if fees were to be modified for fiscal year 2023 (being July 1, 2023 and ending June 30, 2024), then the Auditor would have to notify the County of the change in fees no later than December 31, 2023 and prior to beginning any work on fiscal year 2023. The County shall have thirty (30) days from the date of receipt of a written notice for modification of Fees for any fiscal year during the Audit Period (“Modification Acceptance Period”) to accept the fee modification by executing a written amendment to this Contract accepting the same. If the County does not accept the modification of Fees, then the Auditor may terminate this Contract with respect to the affected fiscal year and the remaining fiscal years thereafter in the Audit Period by sending written notice to the County of such termination within thirty (30) days of the expiration of the Modification Acceptance Period. In the event the Auditor so terminates the Contract with respect to the affected fiscal year and any remaining fiscal years during the Audit Period, such termination shall be at no fault of the County and no fees of any kind shall be due and owing to the Auditor for the affected fiscal year nor any of the remaining fiscal years in the Audit Period; and in the event of such termination, the Auditor will finish any work on the fiscal year services already in progress.
 - v. Nothing in this Contract limits the County’s termination rights including without limitation any rights under this Contract, the RFP or the General Terms (as defined in Section 9 below).
10. General Terms: The County’s General Terms, Conditions, and Instructions to Bidders and Auditors (the “General Terms”) attached to the RFP are specifically made a part hereof and incorporated herein by reference. Where any term of this Contract directly contradicts the County’s General Terms, , this Contract shall control.
11. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable unless entered into in writing between the parties hereto.
12. Whenever possible the terms of this Contract, the RFP, the Response, the Fees and the General Terms shall be read together. In the event of a direct conflict, the following shall be the order of

control: (i) the RFP; (ii) the Contract; (iii) the General Terms; (iv) the Fees; and (v) the Response. With (i) controlling over (ii), (iii), (iv) and (v); (ii) controlling over (iii), (iv) and (v), and so forth. Notwithstanding the foregoing, the terms of the RFP shall control, except that the Audit Period and the Fees to be paid by the County shall be as set forth in this Contract.

13. Miscellaneous:

- i. Entire Contract and Modifications. This Contract supersedes all prior agreements, written or oral, with respect to the subject matter of this Contract. Only a written instrument signed by both parties hereto may modify this Contract. All modifications to this Contract must be in a writing signed by authorized agents of both the Auditor and the County.
- ii. Construction. The parties agree and acknowledge that they have jointly participated in the negotiation and drafting of this Contract. In the event of an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties hereto and no presumptions or burdens of proof shall arise favoring any party hereto by virtue of the authorship of any of the provisions of this Contract. Any headers used herein are for convenience only and are not controlling.

14. Notices: Any notices required hereunder must be in writing and will be deemed to have been given if delivered by hand, overnight courier or mailed by first class mail postage prepaid to the following addresses:

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 Auditor:

Robinson Farmer Cox & Associates
Attn: Mr. David Foley
530 Westfield Road
Charlottesville, VA 22901
Telephone: (434) 973-8314
Facsimile: (434) 974-7363

Either party may substitute another address for the one set forth above by giving a notice in the manner required. Either party may provide a number for facsimile transmission of a notice or an e-mail address for providing any notice. Any notice by hand will be considered to have been given when delivered. Any notice by courier, facsimile transmission or e-mail will be considered to have been

given when received and evidenced by any certification of receipt or transmission appropriate to the means of giving such notice. Notice by first class mail will be considered to be received and to be effective five business days after deposit in the mail.

Witness the following duly authorized signatures and seals:

Robinson, Farmer, Cox Associates
Certified Public Accountants

County of Fluvanna, Virginia

(SEAL)

(SEAL)

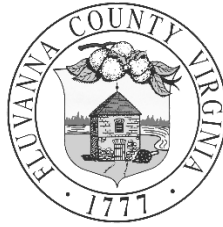
Title:

Title:

Date:

Date:

Approved as to Form



COUNTY OF FLUVANNA, VIRGINIA
Request for Proposals (RFP) #2021-04
Financial Auditing Services
Issue Date: March 31, 2021
Due Date: May 4, 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 than May 4, 2021, at 2:00 p.m. EST.

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

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1) PURPOSE

- a) The County of Fluvanna, Virginia (the “County”) is seeking qualified independent certified public accountants (Auditor) to submit proposals to enter into a term contract to perform a professional financial and compliance audit of the County and its component units, including, but not limited to, the Fluvanna County School Board (“School Board”), Fork Union Sanitary District (“FUSD”) and the Economic Development Authority of Fluvanna County (“EDA”) consistent with the terms and conditions set forth herein for the fiscal year ended June 30, 2021, with options to renew for four one-year periods thereafter in the County’s sole discretion. As used herein, “County” includes departments and agencies of the County, the School Board, FUSD and the EDA, as applicable.

2) BACKGROUND

- a) **The County:** The County of Fluvanna is a central Virginia community of 26,000 residents that is located in the Charlottesville Metropolitan Statistical Area, approximately 20 miles southeast of the City of Charlottesville, Virginia. The County is bounded by Louisa County to the north, Cumberland and Buckingham Counties and the James River to the south, Goochland County to the east, and Albemarle County to the west.
- b) **The School Board:** Fluvanna County Public Schools is the 70th largest of 132 school systems in Virginia. The school system employs approximately 500 employees. The school system provides a broad range of educational opportunities for approximately 3444 students, including classroom instruction, virtual instruction, and special education. The school system is made up of 3 elementary schools, 1 middle school, 1 high school and an alternative education center.
- c) **Offices:** The County Offices are located at 132 Main Street, Palmyra, VA 22963. The School Board Offices are located at 14455 James Madison Highway, Palmyra, VA 22963.
- d) **Website:** General background information about the County is available on the County of Fluvanna’s website www.fluvannacounty.org
- e) **County Services Generally:** The County takes great pride in the municipal services provided to citizens. Services include: police and volunteer fire protection, rescue services, general public improvements, planning and zoning management, judicial administration, parks, recreation and cultural, health and welfare services, and general administrative services.
- f) **Fiscal Year:** The County’s fiscal year end is June 30th.
- g) **County Employees:** At June 30, 2019, the County of Fluvanna employed 158 full-time and 3 part-time employees, and Fluvanna County Public Schools employed 546 full-time and 54 part-time employees. The County and Fluvanna County Public Schools issued approximately 11,446 payroll checks/advices for the year. The total payroll expenses (approximate) were \$8,080,033 for the County and \$30,052,215 for the Schools while the combined expense for FYE June 30, 2019 totaled \$38,132,248. The County and Schools payroll are not processed in the same department.
- h) **Tax Collections:** The amount of assessments for FYE June 30, 2019 was approximately \$33,991,378 and the amount of collections was approximately \$34,092,559 or 100%.
- i) **Purchasing and Accounts Payable:** For fiscal year 2019, the County issued approximately 47 purchase orders. There were also approximately 5 bids, requests for proposals, or requests for quotations issued for the year. There were 4,189 checks generated for payment to County, School, and Fiscal Agent vendors.
- j) **Pension Plans and GASB 74 & 75 Other Post Employment Benefit (OPEB) Liabilities:** The County and Schools contribute to the Virginia Supplemental Retirement System (VSRS), an agent multiple-employer defined benefit public employee retirement system. The County and Schools offer health insurance to retirees. The County participates in the VML VaCO Trust per that APPENDIX TO FLUVANNA COUNTY CODE - PARTICIPATION IN THE VaCO/VML VIRGINIA INVESTMENT POOL TRUST FUND.
- k) **Federal Assistance:** The CAFR shall include a schedule of expenditures and federal awards. Some of the Federal Assistance will be CARES Act funds.

- l) **Final Policy Manual:** The County’s Financial Policies Manual, updated January 18, 2017, is available at: <https://www.fluvannacounty.org/finance/page/03-finance-policies-and-forms> (the “Financial Policy Manual”).

3) **SCOPE OF SERVICES**

- a) General Requirements
- i) The successful Auditor shall audit all funds of the County, prepare the Comprehensive Annual Financial Report (CAFR) based on information provided by the County and subsequently render an opinion on the financial statements. The Auditor’s opinion shall be unqualified unless the Auditor furnishes to the County, by October 30th, or otherwise on a timely basis, the reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion.
- b) Specific Requirements
- i) Financial Statements
 - (1) The Auditor shall audit all funds of the County in accordance with generally accepted auditing standards in the United States of America; the Financial Policy Manual; the standards for financial audits contained in Government Auditing Standards (GAS) issued by the Comptroller General of the United States of the Government Accountability Office (GAO); the provisions of and the U.S. Office of Management and Budget Title 2- Grants and Agreements, of the Code of Federal regulation (CFR), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards (the “Uniform Guidance”); the Specifications for Audits of Counties, Cities and Towns and the Specifications for Audits of Authorities, Boards and Commissions, as applicable, issued by the Auditor of Public Accounts (APA) of the Commonwealth of Virginia (“APA Specifications”); and shall comply with all applicable Federal, State and Local laws, rules, ordinances, regulations, guidance, and policies, (collectively referred to hereinafter as “Applicable Laws”) applicable to or related to the performance of the auditing services at the time the services are performed for the County recognizing that Fluvanna County is a political subdivision of the Commonwealth of Virginia. In addition to the foregoing requirements, the audit shall result in the Auditor’s opinions on the financial statements, the County’s compliance with the Uniform Guidance, the County’s compliance with contracts and grants, and the County’s compliance with Applicable Laws, including, but not limited to, the Code of Virginia Section 15.2-2511, the Fluvanna County Code, the CARES Act, and the Financial Policy Manual including without limitation “Chapter 2 – Accounting & Financial Reporting” thereof, all as the same may be amended, modified or replaced from time to time. The County will prepare the financial statements from the audited records with the Auditor’s opinions thereon. Financial Statements are prepared in accordance with Generally Accepted Accounting Standards (“GAAP”). The Auditor’s opinions shall be unqualified unless the Auditor furnishes the County, by October 30th, or otherwise on a timely basis, the reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion.
 - ii) Supplementary Information and Statistical Section
 - (1) The Auditor shall apply procedures and report on the required and other supplementary information included in the CAFR, including the analysis of the funding progress for pension plans, and the schedule of expenditures of federal awards, as well as, any future required schedules. The Auditor is not required to apply audit procedures and report on the statistical section of the CAFR. The auditor shall be responsible for performing certain limited procedures involving required supplementary information required by the GAS Board as mandated by generally accepted auditing standards.
 - iii) Internal Controls
 - (1) In connection with the audit of the financial statements, the Auditor shall consider, test, and report on internal controls in accordance with Auditing Standards Generally Accepted in the

United States of America (GAAS), GAS, the Uniform Guidance, the APA Audits of States, Local Governments and Non-Profit Organizations, and the Specifications for Audits of Counties, Cities, and Towns and other applicable APA Specifications and in accordance with any Applicable Laws.

iv) Compliance

- (1) In connection with the audit of the financial statements, the Auditor shall perform tests and report on compliance in accordance with GAS, Uniform Guidance, the APA Audits of States, Local Governments and Non-Profit Organizations, and the Audits of States, Local Governments and Non-Profit Organizations, and the Specifications for Audits of Counties, Cities, and Towns and other APA Specifications, and in accordance with any Applicable Laws.

v) Component Units

- (1) The criteria used in determining the reporting entity are consistent with applicable Governmental Accounting Standards Board (GASB) statements, including without limitation: (i) Statement No. 14, "The Financial Reporting Entity"; (ii) GASB Statement No. 39, "Determining Whether Certain Organizations are Component Units"; and (iii) GASB Statement No. 84, "Fiduciary Activities". The component units of the County include all component units of the County as defined by Applicable Laws, including, but not limited to, School Board (including Cafeteria fund), FUSD, and EDA. The Cafeteria is defined as the funds of the cafeterias of the School Board.

vi) Comparative Report Transmittal Forms

- (1) The APA requires most local governments to complete Comparative Report Transmittal Forms in accordance with the provisions of the Uniform Financial Reporting Manual. The Auditor shall prepare and submit the required forms to the APA as required in the Uniform Financial Reporting Manual.

vii) Social Services Cost Allocation Plan

- (1) The Auditor shall apply procedures to prepare the County Social Services Cost Allocation Plan.

viii) Landfill Financial Assurances

- (1) The County is required to demonstrate financial responsibility for post-closure arising from operating a municipal solid waste landfill. The Auditor will review the computation of financial assurance in accordance with the Commonwealth of Virginia Financial Assurance Regulations for Solid Waste Disposal, Transfer and Treatment Facilities, relating to the closure, post-closure care and corrective action costs of owning and operating a municipal solid waste landfill facility.

ix) School Activity Funds

- (1) The annual audit shall also include School Activity Funds. The schools currently operate one high school, one middle school and three primary/elementary schools.

c) Meetings and Report Preparation

i) Meetings

- (1) The selected Auditor shall be available to attend scheduled conferences, as necessary, between the Auditor and the Management Personnel (as defined in Section 3(d)(iii) below) of the County and School Board before the preliminary work and throughout fieldwork. The purpose of these meetings is to keep Management Personnel and the School Board fully informed on the scope and progress of the audit. Adequate advance notice will be given when meetings are deemed necessary and Auditor shall schedule such meetings at a time and date acceptable to Management Personnel and the School Board, respectively.

ii) Required Reports

- (1) Based on the audit work performed, the Auditor shall include the following reports in the CAFR unless otherwise indicated:
 - (a) An opinion on the fair presentation of the basic financial statements in conformity with accounting principles generally accepted in the United State of America.
 - (b) An opinion on the fair presentation of the other supplementary information and the schedule of expenditures of federal awards in conformity with accounting principles

generally accepted in the United States of America (“GAAP”). The Auditor shall prepare a disclaimer of opinion related to the statistical section included in the CAFR.

- (c) A report on compliance and on internal control over financial reporting based on an audit of the financial statements performed in accordance with GAS and the Specifications for Audit of Counties, Cities and Towns or other applicable APA Specifications. The Auditor shall communicate all instances of noncompliance that could have a material effect on the financial statements in the report. The Auditor shall communicate all reportable conditions and material weaknesses in internal controls over financial reporting and its operations in the report. Non-reportable conditions discovered by the Auditors shall be reported in a separate letter to Management Personnel, which shall be referred to in the report(s) on internal controls and on compliance and other matters.
 - (d) A report on compliance with requirements applicable to each major program and internal control over compliance in accordance with the Uniform Guidance. The Auditor shall report all instances of noncompliance with the specific requirements for major federal program in the report on compliance and in the Schedule of Findings and Questioned Costs. The Auditor shall communicate all reportable conditions affecting major federal programs in the report. Further, the Auditor shall identify any material weaknesses in the report. Any finding or weaknesses shall be reported immediately to Management Personnel.
 - (e) A report on applying agreed upon procedures to the Virginia Retirement System census data in accordance with the requirements of, and assistance with the requirements generally of, the Code of Virginia §51.1-130 et seq “Article 5 Participation of Political Subdivisions in Retirement System”.
 - (f) A report on compliance with contracts, grants, Applicable Laws, and the Financial Policy Manual.
 - (g) A report on the application of agreed-upon procedures relative to the Comparative Report Transmittal Forms. The Auditor shall submit one copy of the Comparative Report Transmittal Forms as well as the CAFR, to the APA by November 30th following the end of the fiscal year, or earlier if required by Applicable Laws.
 - (h) The Auditor shall make an immediate, written report to the County Administrator of all management letter comments of which the Auditor becomes aware and of any actual or suspected irregularities or illegal activities
 - (i) The Data Collection Form required by the Commonwealth of Virginia.
 - (j) A report on the agreed upon procedures and any findings in relation to the landfill financial assurance in accordance with the provisions, rules, law and regulations under 9 VAC 20-70 (Title 9, Agency 20, Chapter 70 of the Virginia Administrative Code), the Virginia Waste Management Board and the Virginia Department of Environmental Quality.
 - (k) A report on the Sheriff’s compliance with the Virginia Accounting Sheriff’s Manual and Code of Virginia. This report shall be forwarded to the County for submission to the APA by November 30th, or earlier if required by Applicable Laws.
 - (l) Certified Public Accountant (“CPA”) Certificate of No Default letters as required by debt covenants of the County, as applicable.
- iii) Draft Reports
- (1) The Auditor shall have drafts of the Auditor’s reports, comments on the financial statements and recommendations to management available for review by the Management Personnel and other appropriate personnel of the County in a timely manner in advance of the November 30th deadline for CAFR publication, and in any event no later than 7 business days’ prior to November 30th. Appropriate personnel will review the draft and make changes, as necessary, after consultation with Auditor, and before the final report is prepared.
- iv) Preparation and Presentation
- (1) The Auditor shall be responsible for financial statement preparation, editing, reviewing, and

- printing and will provide to the County a final draft copy by November 30th and 12 final copies by the 2nd Board of Supervisors meeting in December. The Auditor will present the CAFR to the County Board of Supervisors at its 2nd regular meeting in December each year.
- (2) The County has received the Government Finance Officers Association (“GFOA”) Certificate of Achievement for Excellence in Financial Reporting every year since 2007. The Auditor will review prior year comments from the GFOA with County staff to ensure that comments and recommendations for improvement are implemented and to ensure the CAFR continues to meet the GFOA Certificate of Achievement for Excellence award. The County will submit the CAFR to the GFOA for this annual review in December for consideration of another award.
 - (3) The County shall be responsible for submitting copies of the CAFR to appropriate state and federal agencies.
 - (4) The Auditor shall be responsible for submitting the CAFR and Management Letter to the APA by November 30th of each year in accordance with Section 15.2-2510 of the Code of Virginia.
 - (5) The Auditor shall submit the Comparative Report Transmittal Forms and required Agreed-Upon Procedures Reports to the APA by November 30th of each year.
 - (6) The Auditor shall prepare the County’s written central services Cost Allocation Plan in a form consistent with prior Cost Allocation Plans of the County.
- v) The Auditor shall provide timely guidance regarding new Applicable Laws and new GASB pronouncements and exposure drafts and their effect on the County’s CAFR.
- vi) Auditors shall be required to make an immediate written report of all irregularities and illegal acts, or indications of illegal acts of which they become aware to the Fluvanna County Attorney, County Administrator, and the County’s Director of Finance.
- d) Assistance to be Provided to Auditor
- i) Books of Account
 - (1) The County shall fully balance the books of account, reconcile subsidiary ledgers to control accounts, and reconcile all bank accounts within 90 days of each fiscal year end.
 - (2) The County’s accounting, purchasing, budget and capital asset management systems are maintained in MUNIS. This is an integrated system which allows inquiry capabilities.
 - ii) Schedules
 - (1) The staff of the County shall prepare the following information:
 - (a) A final trial balance of each fund;
 - (b) A final trial balance of each subsidiary ledger;
 - (c) A copy of the final budget approved by the Board of Supervisors for the audit period, the original budget resolution for the audit period, and all subsequent amendments to the budget resolution;
 - (d) A copy of project contracts and amendments thereto for all projects beginning during the period or not fully completed prior to the period;
 - (e) A schedule of insurance in force during the year and of insurance expenses for the year;
 - (f) A schedule of capital outlays during the period;
 - (g) A schedule of capital assets dispositions during the period;
 - (h) A schedule of accounts payable and receivables at the statement date;
 - (i) Copies of grant agreements with governmental grantor or grantee agencies;
 - (j) Copies of other significant contracts in force at statement date; and
 - (k) Such reasonable additional schedules as may be requested.
 - iii) Other Assistance
 - (1) The staff of the County and responsible Management Personnel (“Management Personnel” as used herein shall include the County Administrator, Director of Finance and any other person so designated by either of them from time to time) shall be available during the audit to assist the Auditor by providing information and explanations.

- iv) Current Funds of the County:
 - (1) Governmental Fund Types:
 - (a) General
 - (b) Debt Service
 - (c) Capital Projects
 - (d) Department of Social Services
 - (e) Commonwealth Attorney Drug Forfeiture
 - (f) Sheriff Drug Forfeiture
 - (g) Grants Fund
 - (2) Proprietary Fund Types
 - (a) Fork Union Sanitary District – Water Services
 - (b) Palmyra Sewer
 - (3) Fiduciary Fund Types
 - (a) Special Welfare
 - (b) Other Post-Employment Benefits
 - (4) Component Unit
 - (a) School Board
 - (b) Cafeteria
- e) Pre-Proposal Conference
 - i) No pre-proposal conference is scheduled.

4) **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

a) **GENERAL INSTRUCTIONS**

- i) **RFP Response:** In order to be considered for selection, interested parties must submit a complete response to this RFP. Failure to comply with all criteria listed herein may be cause to reject an Offeror's proposal
- ii) **RFP Questions:** Address questions concerning this RFP to:

Cyndi Toler, Purchasing Officer
 P.O. Box 540
 132 Main Street
 Palmyra, VA 22963
 Ph: (434) 591-1937
ctoler@fluvannacounty.org

Offerors shall submit any questions in writing. Written responses, including the questions, will be posted with the RFP. Questions will not be accepted after April 16, 2021, at 10 a.m. EST.

- iii) **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 Virginia Freedom of Information Act ("FOIA"). Any proprietary or trade secrets material submitted must be identified as such prior to disclosure to the County, and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret under Virginia law in strict conformance with Virginia Code 2.2-4342 and FOIA. Any classification not made in strict conformance with the requirements of Virginia Code or not meeting the definition of a "trade secret" or "propriety" shall be ineffective and such information shall not be held confidential and shall be subject to public inspection. The classification of an entire proposal document is not acceptable and will result in rejection and return of the proposal.
- iv) **Due Date:** Sealed copies of the proposal must be received by the Purchasing Officer no later than

2:00 p.m. EST on May 4, 2021. Proposals must be addressed to:

Cyndi Toler, Purchasing Officer
 P.O. Box 540
 132 Main Street
 Palmyra, VA 22963
 RFP-2018-01

Any Proposals that are turned in late will be rejected and returned unopened. Any Proposals sent in via facsimile, telephone, or email shall not be considered.

b) PROPOSAL PREPARATION

- i) 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:
- (1) **Cover Letter** - Provide a cover letter that confirms the Offeror's understanding of this Request for Proposal, an overview of the history and qualifications of the firm.
 - (2) **Forms** - All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.
 - (a) Certificate of No Collusion
 - (b) Offeror Statement
 - (c) Proof of Authority to Transact Business in Virginia
 - (d) Vendor Data Sheet
 - (3) **Qualifications** - Statement of qualifications and any additional information that the Offeror considers pertinent to its qualifications for the projects and which respond fully to the Scope of Work described herein. "Additional Information" is defined as:
 - (a) Licenses to conduct services required by the Code of Virginia, if applicable;
 - (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; and
 - (c) Sample documents and/or reports, relating to the services.
 - (4) **Proposed Sub-Consultants** - The Offeror shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-consultants shall be provided. By proposing such firm(s) or individuals, the Offeror assumes full liability for the sub-consultant's performance. The Offeror shall state the amount of previous work experience with the sub-consultant(s).
 - (5) **Project Approach** – The purpose of this section is to provide the County with the Offeror's understanding and proposed approach to the project. 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 completion of all projects within the time frame set forth.
 - (6) **Representative Projects** – This section of the Offeror's Proposal should list and describe representative clients currently serviced focusing on similar services and especially services provided to other Virginia agencies, localities, and public bodies. Describe the local office experience including the project name and location, brief description of the project, description of the scope of services provided, and principal contact person. The Offer 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 must include the client name, a contact point for client, and a brief description of the type of services provided.

- (7) **Other Requirements** - The proposal package must also include:
- (a) The RFP document with any addenda acknowledgements filled out and signed as required (see attachments hereto).
 - (b) A detailed response to all requirements, general, specific, functional and technical as defined within this RFP (see Section 3 "Scope of Services").
 - (c) 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:
 - (i) 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;
 - (ii) A statement of how long the Offeror has provided services similar to the Services requested herein;
 - (iii) A general description of the Offeror's experience and background in providing services similar to the Services requested herein;
 - (iv) Any other relevant information about the experience and knowledge base of the Offeror which is deemed to be material;
 - (v) 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
 - (vi) Background Information including at minimum: most recent year's financials (prefer audited) and a disclosure of any past and pending litigation.
 - (d) Description of the typical assistance the Offeror will require of County staff.
- (8) **Client References** – Offerors shall provide a minimum of four (4) client references that are similar in size and scope to the County' Project that have utilized similar Services. All client customers in the State of Virginia must be provided, regardless of circumstances.
- (9) **Other** – The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
- (10) **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. This is a fact finding and explanation session only and does not include negotiation. 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.
- (11) **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 of Fluvanna as a result of cancellation of this RFP.
- (12) **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.
- ii) **Submittal Instructions**
- (1) **Each Offeror must submit one (1) original hard copy, Three (3) copies and one (1) electronic copy of its proposal on a USB flash drive/memory stick.**
 - (2) 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.

- (3) All forms attached to this RFP must be fully completed, executed by the Offeror and returned as a part of Offer's Proposal.
- (4) 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.
- (5) 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.
- (6) **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.**
- (7) Cost will not be considered in evaluating the Proposals.

5) EVALUATION AND AWARD CRITERIA

- a) The County will follow the evaluation and selection criteria described in this RFP. The County shall evaluate proposal and intends to award the contract to the firm that makes the best overall proposal. The firm selected will be required to demonstrate its ability to provide the services required effectively with complete impartiality and without any conflict of interest. The selection of a Successful Offeror shall be based on the following criteria:
 - i) Qualifications and experience of key contract team members who are actively involved throughout the entire contract. **(20 points)**
 - ii) Relevant experience with similar projects. **(30 points)**
 - iii) Specific plan and/or methodology to be used to perform the services. **(20 points)**
 - iv) References from other similar projects. **(20 Points)**
 - v) Overall completeness, clarity and quality of proposal including inclusion of technical requirements. **(10 points)**
- b) The Evaluation Committee will independently read and rate each proposal.
- c) The Evaluation 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, such proposal may be rejected in the sole opinion of the County.
- e) Award(s) shall be made in accordance with this RFP and the requirement of procurement of professional services under the Virginia Procurement Act (with specific reference to Virginia Code Sections 2.2-4302.2(A)(4)). The Proposal shall not include costs of services or estimated project costs. At the discussion stage, the County may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services.
- f) Award(s) shall be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County.
- g) Pursuant to Section 2.2-4302.2 (A)(4) of the Code of Virginia, selection of the Offeror will be as follows:
 - i) The County's designee or committee, shall engage in individual discussions with two or more Offerors, if there be that many deemed fully qualified, responsible and suitable on the basis of initial responses with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the

proposed projects as well as alternative concepts. These discussions may encompass nonbinding estimates of total project costs including, where appropriate, design, construction, life cycle cost, nonbinding estimates of price for services, and other matters. Methods to be utilized in arriving at a price for services may also be discussed. Properly designated proprietary information from competing Offerors shall not be disclosed to the public or competitors, except as may be required by law.

- ii) At the conclusion of discussions, outlined in the paragraph above, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious shall be ranked in order of preference.

- h) Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The County of Fluvanna may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359(D), Code of Virginia). The award document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

- i) The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference as Section 6 and are a material part hereof. 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).

- j) Contract Term – Any contract awarded hereunder shall be for a one-year initial term, with four (4) additional option years to be exercised in the sole discretion of the County.

6) Appendix I: GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

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.

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: _____ Phone: _____

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

4. Vendor Information:

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

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

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

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

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

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

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

Authorized Signature _____

Print or Type Name and Title _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certificate 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 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this _____ day of _____, 20____.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____

By: _____ (SEAL)

Signature

Print Name: _____

Print Title: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____ (month), _____ (year) by _____ (Print Name), _____ (Print Title) on behalf of _____ (Name of Entity).

[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

_____ (SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

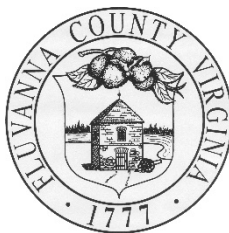
[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]



**COUNTY OF FLUVANNA, VIRGINIA
REQUEST FOR PROPOSALS (RFP) #2021-04
FINANCIAL AUDITING SERVICES**

ADDENDUM # 1:

Reference – Request for Proposal: RFP #2021-04
 Title of Request for Proposal: FINANCIAL AUDITING SERVICES
 Issue Date: April 14, 2021
 Bid Due Date and Time: May 4, 2021 at 2 p.m. EST

The above RFP #2021-04 is hereby amended and modified as follows:

1. The following are clarifications from questions received:
 - a. Will the County consider allowing cost allocation firms to bid solely on “vii) Social Services Cost Allocation Plan, (1) The Auditor shall apply procedures to prepare the County Social Services Cost Allocation Plan” described on page 5 of the RFP?
 - i. *No*
 - b. What was the FY20 for the audit including the school activity fund audit?
 - i. *The School Activity Fund audit was not included in the overall County/School audit. It is a separate engagement with the Schools.*
 - c. At what time and about how many auditors are on site and for how long for preliminary and final fieldwork?
 - i. *In the past, Preliminary audit generally takes place in July and an audit team of 5 are onsite for a week. Final audit generally takes place in October and an audit team of 5 are onsite for a week.*
 - d. Were there any journal entries proposed by your auditor for the FY20 audit?
 - i. *Yes*
 - e. Are your fixed assets tracked in your financial system or in excel schedules?
 - i. *Excel Schedules*
 - f. Do you anticipate changing your financial software in the near future?
 - i. *No*

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: _____

AUDIT PROPOSAL

FOR THE
COUNTY OF FLUVANNA, VIRGINIA



YEAR ENDING JUNE 30, 2021

RFP #2021-04

MAY 4, 2021

Please Respond To:

David E. Foley, CPA
Robinson, Farmer, Cox Associates
530 Westfield Road
Charlottesville, VA 22901

E: dfoley@rfca.com
P: (434) 973-8314
F: (434) 974-7363

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PROPRIETARY INFORMATION

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: David E. Foley Phone: 434-973-8314

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

4. Vendor Information:

FIN or FEI Number: 54-1896113 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>County of Culpeper, Virginia</u>	Contact: <u>Valerie Lamb</u>
Phone: <u>540-727-3460</u>	Email: <u>vlamb@culpepercounty.gov</u>
Dates of Service: <u>Over 10 years</u>	\$\$ Value: <u>53,000</u>

Company: <u>County of Frederick, Virginia</u>	Contact: <u>Cheryl Shiffler</u>
Phone: <u>540-665-5610</u>	Email: <u>cshiffle@fcva.us</u>
Dates of Service: <u>Over 10 years</u>	\$\$ Value: <u>64,000</u>

Company: <u>County of Albemarle, Virginia</u>	Contact: <u>Cecilia Baber</u>
Phone: <u>434-296-5855</u>	Email: <u>cbaber4@albemarle.org</u>
Dates of Service: <u>Over 10 years</u>	\$\$ Value: <u>150,000</u>

Company: <u>County of Nelson, Virginia</u>	Contact: <u>Candy McGarry</u>
Phone: <u>434-263-7138</u>	Email: <u>cmcgarry@nelsoncounty.org</u>
Dates of Service: <u>Over 10 years</u>	\$\$ Value: <u>48,000</u>

I certify the accuracy of this information.

Signed:  Title: Member

Date: May 3, 2021

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PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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IN REJECTION OF YOUR PROPOSAL/BID

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

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

A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is S028346-7.

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) Robinson, Farmer, Cox Associates, PLLC

Legal Name of Offeror/Bidder Robinson, Farmer, Cox Associates

Date May 3, 2021

Authorized Signature 

Print or Type Name and Title David E. Foley, Member

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of Robinson, Farmer, Cox Associates, does hereby certify in connection with the procurement and proposal to which this Certificate 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 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this 3rd day of May, 2021.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: Robinson, Farmer, Cox Associates

By: [Signature] (SEAL)

Signature

Print Name: David E. Foley

Print Title: Member

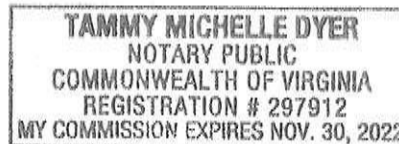
STATE OF Virginia

COUNTY/CITY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 3rd day of May (month), 2021 (year) by David E Foley (Print Name), Member/Partner (Print Title) on behalf of Robinson, Farmer, Cox Associates (Name of Entity).

[Signature] [SEAL]
Notary Public

My commission expires: 11-30-2022
Notary registration number: 297912



Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

_____ (SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

The undersigned Bidder/Offeror (hereinafter "Bidder") hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid or Request for Proposals and hereby submits this bid/proposal pursuant to such instructions, plans, conditions, specifications and other documents or items. By submitting a bid/proposal, the Bidder covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information; Certifies and warrants that the Bidder is properly licensed to provide the goods/services specified in the Request for Proposal and has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia. If an Bidder shall fail to obtain the required license prior to submission of his proposal, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered; Bidder further agrees that conditions herein have been carefully read and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this proposal is accepted, to furnish all services agreed upon in strict accordance with the contract.

Complete if Bidder is an Entity: WITNESS the following duly authorized signature and seal:

Name of Entity: Robinson, Farmer, Cox Associates

By: [Signature] (SEAL)

Signature

Print Name: David E. Foley

Print Title: Member

STATE OF Virginia

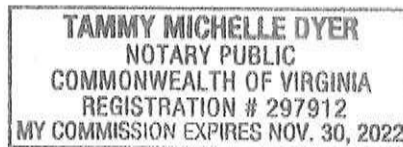
COUNTY/CITY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 3rd day of May (month), 2021 (year) by David E. Foley (Print Name), Member (Print Title) on behalf of Robinson, Farmer, Cox Associates (Name of Entity).

[Signature] [SEAL]
Notary Public

My commission expires: 11-30-2022

Notary registration number: 297912



Complete if Bidder is a Sole Proprietor: Witness the following signature and seal:

_____ (SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

_____ [SEAL]
Notary Public

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]



**COUNTY OF FLUVANNA, VIRGINIA
REQUEST FOR PROPOSALS (RFP) #2021-04
FINANCIAL AUDITING SERVICES**

ADDENDUM # 1:

Reference – Request for Proposal: RFP #2021-04
 Title of Request for Proposal: FINANCIAL AUDITING SERVICES
 Issue Date: April 14, 2021
 Bid Due Date and Time: May 4, 2021 at 2 p.m. EST

The above RFP #2021-04 is hereby amended and modified as follows:

1. The following are clarifications from questions received:

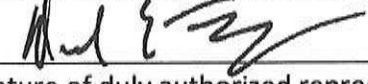
- a. Will the County consider allowing cost allocation firms to bid solely on “vii) Social Services Cost Allocation Plan, (1) The Auditor shall apply procedures to prepare the County Social Services Cost Allocation Plan” described on page 5 of the RFP?
 - i. *No*
- b. What was the FY20 for the audit including the school activity fund audit?
 - i. *The School Activity Fund audit was not included in the overall County/School audit. It is a separate engagement with the Schools.*
- c. At what time and about how many auditors are on site and for how long for preliminary and final fieldwork?
 - i. *In the past, Preliminary audit generally takes place in July and an audit team of 5 are onsite for a week. Final audit generally takes place in October and an audit team of 5 are onsite for a week.*
- d. Were there any journal entries proposed by your auditor for the FY20 audit?
 - i. *Yes*
- e. Are your fixed assets tracked in your financial system or in excel schedules?
 - i. *Excel Schedules*
- f. Do you anticipate changing your financial software in the near future?
 - i. *No*

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: Robinson, Farmer, Cox Associates

BY:  David E. Foley
Signature of duly authorized representative

Title: Member

Date: May 3, 2021



ROBINSON, FARMER, COX ASSOCIATES, PLLC

Certified Public Accountants

RFP SECTION 4.b.i.1

May 4, 2021

County of Fluvanna
Cindy Toler, Purchasing Officer
132 Main Street
Palmyra, VA 22963

Ladies and Gentlemen:

We are pleased to submit our proposal to provide professional audit services for the County of Fluvanna, Virginia, its Component Units. This proposal is in response to your Request for Proposals for Financial Auditing Services, RFP#2021-04. The audit period for this contract is for the fiscal year ending June 30, 2021 with up to four additional one-year terms, if agreed upon by both parties.

EXPERIENCED LEADERS

For more than sixty-seven years, Robinson, Farmer, Cox Associates (RFC) has been the leading governmental auditing and consulting firm in the Commonwealth of Virginia. In continuous operation since 1953, we provide audit services for nearly 75% of Virginia's counties, over 25% of its cities, and dozens of its towns. We also serve numerous authorities, boards, commissions, and other entities. Staff members of RFC spend approximately 100,000 hours annually in the service of Virginia's local governments and related organizations. RFC operates six strategically located offices, all of which are located in the Commonwealth of Virginia. The Charlottesville office of RFC is the headquarters of the Firm. RFC is a certified small business within the qualifications of the SWaM certification program.

RFC's approach is simple: to provide quality services performed by experienced staff with extensive knowledge in the areas of public entity accounting, auditing, and financial consulting. This straightforward approach to conducting business ensures that our clients receive the efficient, professional, and effective services they have come to expect.

CHARLOTTESVILLE OFFICE: STREET ADDRESS

530 Westfield Road
Charlottesville, Virginia 22901
Phone: (434) 973-8314
Fax: (434) 974-7363

MAILING ADDRESS

P.O. Box 6580
Charlottesville, Virginia 22906
E-mail: rfc@rfca.com
Website: www.rfca.com

RFP SECTION 4.b.i.1: (Continued)**SERVICES**

In addition to performing the County's audit, we offer an array of value-added benefits:

Fiscal Review

Along with the audit, RFC performs a detailed review of the County's financial condition against historical data and industry benchmarks. This review is designed to identify key financial trends that may require action by the governing body.

Management Recommendations

As part of our audit process, we evaluate the County's internal controls and review significant accounting policies. This review encompasses a review of Key IT controls and processes and allows us to provide insightful recommendations aimed at improving internal controls and operating efficiencies. In addition, we provide technical advice aimed at improving financial statement presentation and related note disclosures.

Audit Support

RFC developed software and audit manuals provide our clients with cost effective ways of complying with ever-changing reporting requirements. Recent support products include:

- The RFC Governmental Fixed Asset Depreciation System ©;
- The RFC Integrated GASB 34 Financial Reporting Model ©;
- RFC's Actuarial Valuation Model for GASB 43/45;
- The RFC Local Government Accounting Manual©; and the
- RFC Linear Programming Cost Allocation Software.
- RFC GASB 68 & 75 Pension and OPEB Models

Changes in Accounting Standards and State Legislation

Since RFC's primary focus is public entity accounting, auditing, and consulting, we keep abreast of proposed changes in related accounting standards and state legislation. RFC takes a proactive approach in advising our clients of future legislative and regulatory changes, internal requirements necessary to meet these changes, and the related impact on operations. We publish client newsletters periodically to address these concerns. In addition, RFC provides seminars to clients detailing items that impact local governments in Virginia. Recent topics covered by our newsletters and seminars have included: implementation of GASB 54, a guide to GASB 63, 67, and 68, understanding and implementing SAS 115, basics of bond issuance in Virginia, developing and implementing financial forecasts, proffer calculations, understanding impact fees, and assessing and improving internal controls.

RFP SECTION 4.b.i.1: (Continued)**SERVICES: (CONTINUED)****Changes in Accounting Standards and State Legislation: (Continued)**

RFC and the proposed audit team will provide direct and practical guidance to implement upcoming GASB pronouncements. This assistance will include notification of impending standards, practical education of those standards and documents, files and templates when necessary. More recently RFC partners and team leaders consulted with each audit client about the requirements, best practices and continuous changes to the available guidance for the CARES Act funding.

Consulting

RFC provides a variety of financial, technological, and management consulting services which are discussed later in this proposal.

QUALITY

Quality is synonymous with our reputation and is the cornerstone of our business. While all accounting firms are subject to the same standards regarding quality control and educational requirements, RFC distinguishes itself through its commitment to excellence. RFC's Quality Control Department epitomizes this commitment.

The Firm's Quality Department has a team of five full-time reviewers whose focus is to review individual engagements to ensure that RFC standards are maintained year-round.

A number of RFC clients have participated in the GFOA¹ Certificate of Excellence in Financial Reporting Program for over thirty years. **All clients that have applied for the certificate have been successful in receiving same.** The Firm's Director of Quality Control, has served as a Special Review Committee member for the GFOA, and continues to review a selection of governmental audit reports from around the country each year. This process enhances our ability to ensure that your financial reports meet all reporting guidelines.

ACCESSIBILITY

Robinson, Farmer, Cox Associates is committed to providing the best audit services available by capitalizing on our highly trained and experienced engagement staff using proven techniques to satisfy your audit requirements. We look forward to discussing our qualifications with you in further detail at your convenience.

We pride ourselves on remaining accessible to our clients during audit season and beyond. We encourage our clients to call us anytime with audit-related questions or concerns at **no extra charge**. We also maintain year-round contact through client newsletters, RFC sponsored events, and website postings.

¹ GFOA – Government Finance Officers Association

RFP SECTION 4.b.i.1: (Continued)**STAFFING AND TIMELINE**

David E. Foley will serve as Partner-in-Charge for this engagement, which will be staffed by personnel from our office in Charlottesville, Virginia. Kristen L. Choate will be the Reviewing Partner and will be available as needed for the engagement. Staff assignments and additional details are included later in this proposal. Our field work for the FY2021 audit and subsequent audits will commence in accordance with guidelines set forth in the County's request for proposals. We will review and/or prepare reports in accordance with the timeline agreed to by the County and RFC.

CONCLUSION

Robinson, Farmer, Cox Associates is committed to providing the best audit and consulting services available by capitalizing on our highly trained and experienced engagement staff using proven techniques to satisfy your audit and consulting needs. We look forward to discussing our qualifications with you in further detail at your convenience.

Should any questions arise concerning this proposal, please contact:

David E. Foley, Member
P.O. Box 6580
Charlottesville, Virginia 22906
(434) 973-8314

Thanking you for your consideration, we remain

Very truly yours,

ROBINSON, FARMER, COX ASSOCIATES



David E. Foley
Certified Public Accountant
Member

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c:

OVERVIEW OF FIRM

General Overview

Robinson, Farmer, Cox Associates (RFC) is a specialized Certified Public Accounting firm providing audit, assurance, and financial consulting services to local governments and related organizations in the Commonwealth of Virginia. Since the firm's founding in 1953, RFC has been the leading governmental accounting firm in the Commonwealth.

Robinson, Farmer, Cox Associates maintains six offices in the Commonwealth located in Blacksburg, Charlottesville, Fredericksburg, Louisa, Richmond, and Staunton.

Among the six offices, we have fifteen partners, seven directors, and approximately seventy staff serving on our governmental audit teams.



Professional Affiliations



Robinson, Farmer, Cox Associates is a long standing member of the American Institute of Certified Public Accountants' Governmental Audit Quality Center. The Center provides useful tools and educational seminars aimed at improving the quality of governmental audits. Robinson, Farmer, Cox Associates' staff are updated continuously on audit items of concern. In addition, we are able to translate knowledge gained from the Center into useful audit tools for our staff and governmental clients.

Members and staff of the firm are actively involved in other professional organizations that serve to enhance our abilities as auditors and advisors to local governments. Various members and staff of the firm are enrolled in the following professional organizations:

- › Virginia Government Finance Officers' Association
- › Association of Government Accountants
- › Virginia Society of Certified Public Accountants
- › American Institute of Certified Public Accountants
- › Association of Certified Fraud Examiners

Virginia's Premier Source of Financial Expertise
For Over 50 Years.

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c: (Continued)

OVERVIEW OF FIRM (CONTINUED)**Consulting Services and GFOA Reporting Services**

Through the years, by serving as the auditor and advisor in financial planning for various Virginia counties, the Firm has assisted Virginia counties in receiving equitable settlements and awards in the final settlement of annexation suits and inter-governmental reimbursement agreements. The Firm took the initiative to review revenue sharing entitlements received by Virginia localities which subsequently resulted in approximately 70% of the Virginia localities receiving more equitable revenue sharing entitlements.



Each audit client of RFC that participates in the GFOA Certificate of Achievement for Excellence in Financial Reporting receives a detailed review of the Comprehensive Annual Financial Report by an experienced reviewer, including an individual that reviews reports for GFOA. This service provides additional assurance that the requirements of the Certificate Program are met. The Firm has assisted the County of Accomack, County of Albemarle, County of Augusta, County of Culpeper, County of Frederick, County of Gloucester, County of King George, County of Louisa, County of Prince George, City of Fairfax, City of Fredericksburg, City of Martinsville, Rapidan Service Authority, Rivanna Water and Sewer Authority, Fauquier County Water and Sanitation Authority, Albemarle County Service Authority, King George County Service Authority, Charlottesville-Albemarle Airport Authority, and Meherrin River Regional Jail Authority in obtaining the GFOA Certificate of Achievement. Most recently, the Firm has assisted Western Tidewater Regional Jail Authority in obtaining the certificate. Further, the Firm is actively involved in assisting other localities and authorities who will be applying for the Certificate in future years.

Staffing

Robinson, Farmer, Cox Associates strongly promotes a process of continual staff improvement through training programs and mentoring from our Members. In addition, RFC promotes a positive work environment and a balanced workload. As a result, our employee retention rates are nearly twice as strong as the average for national accounting firms. Our strong employee retention rates allow us to put more experienced auditors on your engagement.

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c: (Continued)**OVERVIEW OF FIRM (CONTINUED)**

Client Support

Members of the firm routinely provide support for Virginia municipalities through the active participation in professional organization committee assignments aimed at developing and implementing financial reporting standards for all local governments in the Commonwealth. Examples of our service include:

- ▶ The Virginia Society of Certified Public Accountants' Committee on Governmental Accounting and Auditing,
- ▶ The Virginia Chapter of the Governmental Financial Officers Association Committee on Local Governmental Reporting,
- ▶ The Auditor of Public Accounts of the Commonwealth of Virginia Committee on Local Government and Financial Reporting, and
- ▶ Officer assignments with the Association of Government Accountants.

Members of the firm are routinely requested to speak at professional conferences. In recent years, members of the firm have given seminars on a variety of topics to the following audiences:

- ▶ Association of Government Accountants
- ▶ Virginia Association of Counties
- ▶ Virginia Municipal League
- ▶ Virginia Government Finance Officers Association
- ▶ Virginia Treasurer's Association

Recent topics presented at these conferences have included:

- ▶ Developing a Governmental Forecast
- ▶ The Methodology of Proffer Calculations
- ▶ The Basics of Bond Issuances in Virginia
- ▶ How to Assess Your Internal Controls
- ▶ Fraud and Internal Controls in Local Governments

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c: (Continued)

OVERVIEW OF FIRM (CONTINUED)

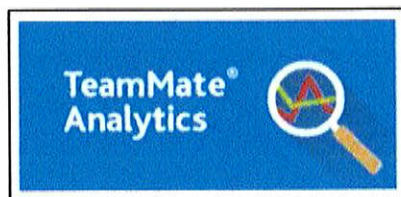
Technology

Robinson, Farmer, Cox Associates' audit teams are deployed in the field with state-of-the-art audit software. Our audit teams use *ProSystem fx Engagement Software* coupled with *PPC's² practice aidsTM*, *PPC's WorkpapersTM* and *PPC's Interactive Disclosure LibrariesTM*. Our audit and assurance work papers and programs are maintained in a paperless environment and are shared through secured wireless networks established during audit fieldwork. High speed scanners are used to replicate documents in a digital format, as necessary, for inclusion in our files. Daily offsite back-ups are used to ensure audit work is safe, secure, and maintained in accordance with professional standards.



Robinson, Farmer, Cox Associates' staff annually updates our custom audit programs to meet current auditing and accounting standards. These updates take approximately 2000 hours each year and result in timely audit template updates.

Robinson, Farmer Cox Associates' Director of Technology, Billy Gardner, is a registered Certified Information Systems Auditor (CISA) and provides IT system reviews of governmental agencies. These reviews go beyond the typical financial statement review and are aimed at identifying weaknesses in governmental IT systems and related controls. At RFC, we feel that these reviews are critical when new applications are in the development and implementation stages. Furthermore, we routinely request these in-depth expanded audits to document critical IT faults and available remedies. Typically, IT system reviews are performed at no additional charge to our clients when performed as part of the audit process.



Robinson, Farmer, Cox Associates has recently employed the use of data analytics and artificial intelligence (AI) as part of the audit process. Data analytics and AI provides for a highly efficient technique to audit volumes of historic data with a high probability of accuracy. Our Director of Data Analytics uses TeamMate Analytics which is an Excel-based audit data analytics solution that enables auditors to perform powerful

advance data analysis and reduce risk. It also helps highlight any potential issue that otherwise might be hidden in data.

² PPC is an acronym for Practitioners Publishing Company

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c: (Continued)

OVERVIEW OF FIRM (CONTINUED)

RFC Specialized Software and Manuals

Robinson, Farmer, Cox Associates further provides support to Virginia's local governments through the development of specialized software, reporting manuals, and financial templates aimed at increasing the efficiency and effectiveness of Virginia's local governments. Some examples of our products in use include:

RFC Financial Forecasting Model

This forecasting model uses multiple forecasting methods to predict future revenue and expenditure trends based on historical data as well as currently known facts. The model uses a "best fit test" to select forecasting methods for individual drivers based on historical accuracy. The model has been used primarily to develop medium-term financial plans (operating and capital) for Virginia localities and the establishment of tax rates to fund such plans; however, the model has served to predict the financial impact of annexations, boundary adjustments, and changes in governmental status.

RFC Fixed Asset Software

Our fixed asset software was deployed to assist local governments in implementing changes required by Governmental Accounting Standards Board Statement 34 (GASB 34). The software calculates depreciation by asset type, department, function, and fund as specified by reporting standards. This software produces depreciation reports in a format that allows for easy input into the financial statements.

RFC GASB 68 Pension Model

This model was developed to assist governments with the implementation of Governmental Accounting Standards Board Statement 68 (GASB 68). This model allows entities to properly allocate the net pension liability and associated deferred inflows and outflows of resources related to the VRS net pension liability.

RFC GASB 75 OPEB Model

This model was developed to assist governments with the implementation of Governmental Accounting Standards Board Statement 75 (GASB 75). This model allows entities to properly allocate the net OPEB liability and associated deferred inflows and outflows of resources related to the OPEB liability.

RFC Cost Allocation Plan Software

Our cost allocation plan software is currently used by more than sixty local governments in Virginia for the preparation of their annual cost allocation plans.

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c: (Continued)

OVERVIEW OF FIRM (CONTINUED)

Consulting Services³

For over sixty-seven years, Robinson, Farmer, Cox Associates has provided consulting services to governments in the Commonwealth of Virginia. Many of our studies and analyses have been used in litigation support, and our consultants have served repeatedly as expert witnesses. Some examples of our consulting services follow:

- ▶ Consultation in preparing official statements and other data necessary for issuing both revenue and general obligation bonds.
- ▶ Administrative and financial management issues such as:
 - Financial feasibility and rate studies for utility enterprises,
 - Fiscal analysis and establishment of Special Districts,
 - IT systems evaluation, design and development for both financial and general governmental functions,
 - Financial forecasting and budgeting,
 - Proffer calculation systems and impact fees,
 - Fiscal impact analysis of residential and commercial development,
 - Capital improvement programs,
 - Indirect cost allocation plans,
 - Governmental cost containment studies,
 - Organizational studies,
 - Cash management planning, and
 - Personnel classification and pay plans.
- ▶ Intergovernmental matters such as:
 - Forms of government studies: incorporation, consolidation, and change of status,
 - Annexation impact analysis,
 - Utility rate requirements, and
 - Financial reporting and formulae analysis of inter-governmental agreements.

³ Consulting services of the Firm are provided by the Firm's wholly owned subsidiary RFC Associates, LLC.

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c: (Continued)

OVERVIEW OF FIRM (CONTINUED)

Clients Served

Robinson, Farmer, Cox Associates serves more than sixty-five counties, fifty towns and cities, and more than one-hundred authorities, boards, and commissions within our State's boundaries. We have listed below a select listing of similar engagements we recently or are currently engaged to perform audit services:

COUNTIES[®]

Accomack County, Virginia*	Greene County, Virginia
Albemarle County, Virginia*	Greensville County, Virginia
Amelia County, Virginia*	Halifax County, Virginia
Brunswick County, Virginia	King George County, Virginia*
Buckingham County, Virginia	Madison County, Virginia
Campbell County, Virginia*	Nelson County, Virginia
Charlotte County, Virginia	Prince Edward County, Virginia
Clarke County, Virginia	Prince George County, Virginia*
Culpeper County, Virginia*	Shenandoah County, Virginia*
Fauquier County, Virginia*	Warren County, Virginia*
Frederick County, Virginia*	Westmoreland County, Virginia
Gloucester, Virginia*	

TOWNS

Town of Berryville, Virginia	Town of Haymarket, Virginia
Town of Chincoteague, Virginia	Town of Smithfield, Virginia
Town of Clifton Forge, Virginia	Town of Vienna, Virginia*
Town of Gordonsville, Virginia	Town of West Point, Virginia

CITIES

City of Fairfax, Virginia*	City of Manassas, Virginia*
City of Fredericksburg, Virginia*	City of Martinsville, Virginia

AUTHORITIES, BOARDS, AND COMMISSIONS

Campbell Utilities & Service Authority*	Northern Virginia Regional Park Authority*
Capital Region Airport Commission*	Northwestern Community Services Board
Charlottesville-Albemarle Airport Authority*	Rapidan Service Authority*
Fauquier Water & Sanitation Authority*	Rappahannock Area Community Services
Hampton Roads Regional Jail Authority*	Rappahannock Regional Jail Authority*
Meherrin River Regional Jail Authority*	Rivanna Water & Sewer Authority*
Northern Virginia Regional Commission	Western Tidewater Regional Jail Authority*

* Denotes Localities Awarded the GFOA Certificate of Excellence in Governmental Reporting.

[®] Blue shading in map above represents counties audited by Robinson, Farmer, Cox Associates

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c: (Continued)

OVERVIEW OF FIRM (CONTINUED)

STATEMENT OF PROFESSIONAL STATUS

Robinson, Farmer, Cox Associates hereby affirms that it is licensed and chartered as a professional limited liability company under the *Code of Virginia (1950)*, as amended and that its staff of licensed certified public accountants and other professional personnel conduct business in accordance with statutory requirements and the Code of Ethics of the Virginia Society of Certified Public Accountants. Robinson, Farmer, Cox Associates further represents that it is independent with respect to the County of Fluvanna, Virginia, and its respective component units as defined in the Ethical Rules of the American Institute of Certified Public Accountants.

The Firm is managed by its Board of Directors elected by the members. An Executive Committee aids the Directors in their administration of company affairs.

The Firm is a certified SWaM business under the qualifications of a small business.

OTHER REPRESENTATIONS

The Firm will supervise all staff and Firm personnel on each phase of the audit. All audit working papers and reports will be retained by Robinson, Farmer, Cox Associates at the expense of the Firm in accordance with professional standards.

QUALITY CONTROL SYSTEM

Robinson, Farmer Cox Associates is devoted to the quality of the audit working papers, reports and all other documents produced by the Firm. The Firm has a fully functioning quality control department. The department is responsible for ensuring that all quality control policies and procedures are properly performed on every engagement. All reports, working papers and other related documents are reviewed by the independent quality control department prior to the release of the final documents to the client, state and federal agencies. Moreover, the Firm utilizes a practice management software to accurately track the status of all engagements throughout the quality control system to ensure reports and documents are released in a timely manner.

FIRM PARTICIPATION IN PEER REVIEW PROGRAM

Robinson, Farmer, Cox Associates is enrolled in the AICPA Peer Review Program. The Firm's most recent quality control review of its accounting and auditing practice was conducted in January 2020. An unmodified opinion, dated January 16, 2020, was issued on the Firm's accounting and auditing practice. This particular review consisted of 37 engagements and included 8 state and local governmental audits performed by the Firm. Further, the Firm annually conducts an Internal Review of its Accounting and Auditing Practice in accordance with the AICPA Peer Review Program.

A selection of Robinson, Farmer, Cox Associates' local government audit reports and workpapers are reviewed annually by the Auditor of Public Accounts (APA). The most recent review took place in September 2020 and resulted in a rating of pass.

RFC is Licensed and Chartered in Virginia.

Our Accounting and Auditing Services Undergo Regular Peer Reviews and Quality Control Evaluations.

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c: (Continued)

OVERVIEW OF FIRM (CONTINUED)



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Members of
Robinson, Farmer, Cox Associates
and the Peer Review Committee
of the Virginia Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Robinson, Farmer, Cox Associates (the firm) in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

122 N. Oak St. • P.O. Box 1914 • Clarkburg, WV 26102-1916 • (304) 624-5564 • Fax: (304) 624-5582 • www.tetrickbartlett.com
1517 Mary Lou Reiton • Fairmont, WV 26554 • (304) 366-2992 • Fax: (304) 366-2370

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c: (Continued)

OVERVIEW OF FIRM (CONTINUED)

Robinson, Farmer, Cox Associates

Page 2

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Robinson, Farmer, Cox Associates in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiencies*, or *fail*. Robinson, Farmer, Cox Associates has received a peer review rating of *pass*.

Tetrick & Beckett, P.C.

Clarksburg, West Virginia
January 16, 2020

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c: (Continued)

SUMMARY OF PROPOSER'S QUALIFICATIONS

The following is a list of key personnel and their assignments for this audit engagement. All members of this audit team have extensive and varied experience in governmental auditing.

Engagement Staff

Partner-in-Charge - David E. Foley, C.P.A. will be partner-in-charge of this engagement and will have the overall responsibility for the coordination and technical review of the audits. He will also be responsible for day-to-day fieldwork and supervision of staff accountants during the course of the audit.

Quality Control Member - Kristen L. Choate, C.P.A. will be responsible for reviewing the financial statements and working papers to ensure compliance with firm quality control standards.

Director of Data Analytics Melissa A. Blow, C.P.A. will be responsible for analysis of complete sets of data to identify anomalies and trends for further investigation, as well as to provide audit evidence, allowing auditors to more effectively audit the large amounts of data.

Cost Allocation Plan Director - Taylor Stover, C.P.A. will be responsible for the planning, preparation and presentation of the County's cost allocation plan.

Michael J. DelBiondo, C.P.A. will be onsite for both preliminary and final fieldwork and will be responsible for the school activity fund portion of the engagement.

Technology Consultant - Billy Gardner, C.I.S.A., C.E.H will review information systems operations and controls.

Clerical/Administrative - Tammy M. Dyer will be responsible for the control of all audit files and documents flowing through the Firm's office, typing reports, and communications with the audit staff.

Experienced Team of Auditors
Ready to Serve and Meet the needs of the County.

All staff assigned to this engagement have experience in governmental auditing. In addition, all staff assigned have continuing education as required by Government Auditing Standards and will have adequate supervision on a day-to-day basis.

Other staff assignments will occur at the discretion of the Partner-in-Charge as they relate to the technical areas of the audit engagement. Services will be performed primarily from our office in Charlottesville, Virginia, which employs five members, thirty professional accountants and consultants, and nine administrative support personnel. Robinson, Farmer, Cox Associates' administration carefully monitors professional staffing resources to assure a balanced staffing complement.

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c: (Continued)

ENGAGEMENT PROFILES

DAVID E. FOLEY, *Certified Public Accountant*

David is a Member of Robinson, Farmer Cox Associates, P.L.L.C. in the firm's Charlottesville office. Participated in and managed audits of counties, towns, cities and public authorities in the Commonwealth of Virginia. Managed and participated in numerous audits of voluntary health and welfare organizations and other not-for-profit organizations. Mr. Foley has considerable experience in governmental audits, having managed the audits of over 25 governmental entities.

PROFESSIONAL REGISTRATION

- › State of Virginia, *Certified Public Accountant*

EDUCATION

- › Virginia Tech, *Bachelor of Accounting*

PROFESSIONAL AFFILIATIONS

- › American Institute of Certified Public Accountants, *Member*
- › Virginia Society of Certified Public Accountants, *Member*

PROFESSIONAL POSITIONS

2010 to Present	Member-Charlottesville Office <i>Robinson, Farmer, Cox Associates</i>
2008 to 2010	Director- <i>Robinson, Farmer, Cox Associates</i>
2001 to 2008	Associate- <i>Robinson, Farmer, Cox Associates</i>

EXPERIENCE ON SIMILAR ENGAGEMENTS

County of Albemarle, Virginia*, Audit & Assurance - Director/Partner in Charge 10+ years
 County of Culpeper, Virginia*, Audit & Assurance - Partner in Charge 10+ years
 County of Fluvanna, Virginia*, Audit & Assurance - Partner in Charge 10+ years
 County of Frederick, Virginia*, Audit & Assurance - Partner in Charge 10+ years
 County of Madison, Virginia, Audit & Assurance - Partner in Charge 10+ years
 County of Nelson, Virginia, Audit & Assurance - Partner in Charge 10+ years
 City of Petersburg, Virginia, Audit & Assurance - Partner in Charge 5 years

* Submits CAFR to Government Finance Officers Association

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c: (Continued)

ENGAGEMENT PROFILES: (CONTINUED)

KRISTEN L. CHOATE, *Certified Public Accountant*

Kristen is a Member of Robinson, Farmer, Cox Associates in the Firm's Charlottesville office. She has participated in and managed audits of school activity funds, counties, towns, cities, and public authorities in the Commonwealth of Virginia. In addition, she has participated in and managed numerous audits of voluntary health and welfare organizations and other not-for-profit organizations. Kristen is currently the Director of Quality Control for the Firm's six offices. In this position, she oversees audit report and work paper reviews as well as the development of audit programs and workpaper templates for the Firm. Kristen was named a Super CPA by Virginia Business Magazine.



Kristen is also a Certified Single Auditor who evaluates and applies audit steps such as client acceptance, engagement planning and analysis, and concluding on a single audit engagement. CPAs' who earn this Badge demonstrate an advanced competency level as outlined in the AICPA Competency Framework: Governmental Auditing. They evaluate and perform single audit-specific requirements such as major program determination, audit sampling, and reporting on the compliance of internal controls.

PROFESSIONAL REGISTRATION

- State of Virginia, *Certified Public Accountant*

EDUCATION

- Radford University, Bachelor of Business Administration- *Accounting*

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Public Accountants, *Member*
- Virginia Society of Certified Public Accountants, *Member*
- National Government Finance Officers Association, *Member*
- Virginia Government Finance Officers Association, *Associate Member*
- GFOA⁴ Excellence in Financial Reporting Program, *Special Review Committee Member*

PROFESSIONAL POSITIONS

2015 to Present	Member & Director of Quality Control-Charlottesville Office, <i>RFCA</i>
2007 to 2015	Quality Control <i>Director- Robinson, Farmer, Cox Associates</i>
2000 to 2007	Staff/Manager- <i>Robinson, Farmer, Cox Associates</i>

EXPERIENCE ON SIMILAR ENGAGEMENTS

Director of Quality Control Reviews for Cities of Manassas, Fairfax, Petersburg and Williamsburg, Virginia. In addition is Partner/Director-in-Charge of the Counties of Brunswick, Buckingham and numerous regional jails for fifteen years.

⁴ GFOA denotes the Government Finance Officers Association

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c: (Continued)

ENGAGEMENT PROFILES: (CONTINUED)

MELISSA A. BLOW, *Certified Public Accountant*

Is the Director of Data Analytics of Robinson, Farmer, Cox Associates, P.L.L.C. Melissa has participated in audits of counties, towns, cities, and public school boards throughout the Commonwealth of Virginia. Participated in numerous audits of healthcare organizations, not-for-profit organizations and public corporations. Trained and helped implement various accounting systems. Also, has analyzed complete sets of data to identify anomalies and trends for further investigation, as well as to provide audit evidence, allowing auditors to more effectively audit the large amounts of data.

PROFESSIONAL REGISTRATION

- State of Virginia, *Certified Public Accountant*

EDUCATION

- University of Central Florida, *Bachelor of Science in Business Administration*
- Completion of AICPA's Data Analysis Certificate Program

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Public Accountants, *Member*
- AICPA, Information Management and Technology Assurance, *Member*
- AICPA, Information Systems and Control Association, *Member, Virginia Chapter and National Chapter*

PROFESSIONAL POSITIONS

2019 to Present	Director of Data Analytics, <i>Robinson, Farmer, Cox Associates</i>
2012 to 2018	Senior Technical Reviewer, <i>Robinson, Farmer, Cox Associates</i>
2009 to 2012	Accounting Consultant, <i>City of Richmond, VaCo Consulting, Richmond, VA</i>
2007 to 2009	Audit Supervisor, <i>McGladrey & Pullen, LLP, Richmond, VA</i>
2005 to 2007	Senior Auditor, <i>KRG&G LLP, Orlando, FL</i>
2002 to 2005	Financial Analyst/Assistant Control, <i>ABC Fine Wine & Spirits, Orlando, FL</i>
2001 to 2002	Associate Accounting Services, <i>Newport Group, Orlando, FL</i>
2000 to 2001	General Accounting Manager, <i>LandAmerica OneStop, Richmond, VA</i>
1997 to 1999	In-Charge Accountant, <i>Deloitte & Touche, Richmond, VA</i>

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c: (Continued)

ENGAGEMENT PROFILES: (CONTINUED)

TAYLOR STOVER, *Certified Public Accountant*

Taylor began his career at Robinson, Farmer, Cox Associates in 2008. Taylor has participated in over two hundred governmental and non-profit audits, including audits of counties, cities, towns, school divisions, water and sewer authorities, industrial development authorities, regional libraries, volunteer fire and rescue squads, school activity funds, as well as special audits of various federal grant projects. Taylor has also prepared numerous financial reports for governmental and non-profit clients. In addition, Taylor has also provided clients with consulting services including financial forecasting and budgeting, cost allocation plans, and indirect rate plans.

PROFESSIONAL REGISTRATION

- State of Virginia, *Certified Public Accountant*

EDUCATION

- Virginia Commonwealth University, Bachelor of Science in Accounting

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Public Accountants, *Member*
- Virginia Society of Certified Public Accountants, *Member*

PROFESSIONAL POSITIONS

2019 to Present	Director - <i>Richmond</i> <i>Robinson, Farmer, Cox Associates</i>
2014 to 2019	Audit Manager - <i>Richmond</i> <i>Robinson, Farmer, Cox Associates</i>
2008 to 2014	Associate - <i>Richmond</i> <i>Robinson, Farmer, Cox Associates</i>

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c: (Continued)

ENGAGEMENT PROFILES: (CONTINUED)

MICHAEL J. DELBIONDO, *Certified Public Accountant*

Michael is an audit manager for Robinson, Farmer, Cox Associates in the Firm's Charlottesville office. He has participated in and managed audits of counties, towns, cities, and public authorities in the Commonwealth of Virginia. In addition, he has participated in and managed numerous audits school divisions, regional libraries, school activity funds, as well as special audits of various federal grant projects.

PROFESSIONAL REGISTRATION

- State of Virginia, *Certified Public Accountant*

EDUCATION

- James Madison University, Bachelor of Business Administration in Accounting

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Public Accountants, *Member*
- Virginia Society of Certified Public Accountants, *Member*

PROFESSIONAL POSITIONS

2019 to Present	Audit Manager - Charlottesville Office <i>Robinson, Farmer, Cox Associates</i>
2018 to 2019	Accountant, City of Charlottesville
2014 to 2018	Associate, Robinson, Farmer, Cox Associates P.L.L.C., Certified Public Accountants

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c: (Continued)

ENGAGEMENT PROFILES: (CONTINUED)

WILLIAM T. GARDNER, CISA, CEH

Billy began his career at Robinson, Farmer, Cox Associates in 2014. Participated in numerous local government consulting and auditing engagements. Provided complete IT reviews for various localities and other entities in the Commonwealth of Virginia. Provided management and technological consulting services for both governmental and non-governmental clients. Provides Information Technology support for multiple clients throughout the Commonwealth of Virginia.

PROFESSIONAL CERTIFICATIONS

- › *Certified Information Systems Auditor (CISA)*
- › *Certified Ethical Hacker (CEHv7)*
- › *Security+ce*
- › *Network+ce*

EDUCATION

- › *Averett University, Bachelor of Science Computer Information Systems*

PROFESSIONAL AFFILIATIONS

- › *Information Systems Audit and Control Association (ISACA), Member*

PROFESSIONAL POSITIONS

2015 to Present	Director of Information Technology, <i>Robinson, Farmer, Cox Associates</i>
2007 to 2015	IT Audit Consultant & Systems Admin, <i>Robinson, Farmer, Cox Associates</i>
2001 to 2007	IT Help Desk Specialist I, University of Virginia Parking & Transportation Department, Charlottesville, Virginia

County of Fluvanna, Virginia
Proposal for Financial Auditing Services

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c: (Continued)

CONTINUING PROFESSIONAL EDUCATION

Robinson, Farmer, Cox Associates requires a minimum of one-hundred and twenty (120) hours every three years of continuing professional education for all certified public accountants. Further, RFC provides semi-annual in-house staff seminars which review current accounting, auditing, and reporting topics inclusive of current legislative matters. RFC's policy meets and exceeds the continuing professional education requirements established by the Virginia Society of Certified Public Accountants. Most recent Individual Continuing Professional Education hours are detailed below:

2020

David E. Foley

Sponsor	Course Title	Industry Type	Hours
RFC	Communication, Reporting, and Workpaper Documentation	<i>Governmental</i>	2.00
RFC	PFX Engagement TBs and Reporting Writing	<i>Governmental</i>	3.00
RFC	Analytical Procedures, Data Analytics, & Remote Auditing Procedures	<i>Governmental</i>	1.50
AICPA	2020 GAQC Annual Update Webcast	<i>Governmental</i>	2.00
RFC	Audit Hacks - Workpaper Tips and Tricks	<i>Governmental</i>	5.00
VSCPA	Virginia CPA Ethics: 2020 Required Course	<i>Governmental</i>	2.00
RFC	Social Services and CSA	<i>Governmental</i>	2.50
AICPA	2020 EBPAQC Designated Audit Qual. Partner Audit Planning	<i>Taxation</i>	2.00
AICPA	2020 OMB Compliance Supplement and Single Audit Update	<i>Governmental</i>	2.50
RFC	A&A Risk Management	<i>Governmental</i>	3.50
CheckPoint	Network Nonprofit Acct Reports-Spring, Summer, Winter 2020	<i>A&A</i>	9.00
CheckPoint	Network Governmental Acct Reports-Spring, Summer, Winter 2020	<i>Governmental</i>	9.00
Total Hours			44.00

Kristen L. Choate

Sponsor	Course Title	Industry Type	Hours
AICPA	2020 EBPAQC Designated Audit Qual. Partner Audit Planning	<i>Taxation</i>	2.00
AICPA	Risky Business - Conducting Remote Audits in Uncertain Times	<i>Governmental</i>	1.00
AICPA	Advanced Topics in a Single Audit	<i>Governmental</i>	9.50
RFC	VRS Training Session - Compliance Testing and Reporting	<i>Governmental</i>	3.00
RFC	Communication, Reporting, and Workpaper Documentation	<i>Governmental</i>	2.00
RFC	PFX Engagement TBs and Reporting Writing	<i>Governmental</i>	6.00
GFOA	An Update on GFOA's New Best Practices	<i>Governmental</i>	2.00
RFC	Analytical Procedures, Data Analytics, & Remote Auditing Procedures	<i>Governmental</i>	1.50
AICPA	2020 GAQC Annual Update Webcast	<i>Governmental</i>	2.00
RFC	Audit Hacks - Workpaper Tips and Tricks	<i>Governmental</i>	5.00
RFC	Social Services and CSA	<i>Governmental</i>	2.50
AICPA	2020 State & Local Government Audit Planning Considerations	<i>Governmental</i>	2.00
VSCPA	Virginia CPA Ethics: 2020 Required Course	<i>Governmental</i>	2.00
AICPA	2020 OMB Compliance Supplement and Single Audit Update	<i>Governmental</i>	2.00
GFOA	Implementing the CARES Act Coronavirus Relief Fund for Local Govts	<i>A&A</i>	2.00
RFC	A&A Risk Management	<i>Governmental</i>	3.50
Total Hours			48.00

County of Fluvanna, Virginia
Proposal for Financial Auditing Services

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c: (Continued)

CONTINUING PROFESSIONAL EDUCATION: (CONTINUED)

2020

Melissa A. Blow

Sponsor	Course Title	Industry Type	Hours
AICPA	Governmental and Not-for-Profit Annual Update	<i>Governmental</i>	8.00
AICPA	It's Here! Fiduciary Activities Implementation Considerations	<i>Governmental</i>	2.00
AICPA	ASUs on the Horizon: What NFPs Need to Know	<i>A&A</i>	2.00
AICPA	Coronavirus/COVID-19: Business Planning and Impacts	<i>Special Know</i>	1.00
AICPA	Risky Business - Conducting Remote Audits in Uncertain Times	<i>A&A</i>	1.00
AICPA	Pandemic Risk Mitigation and Practical Considerations for CPA	<i>Special Know</i>	1.00
AICPA	Developing Your Digital Mindset	<i>A&A</i>	4.00
AICPA	Forensic Accounting: Uncovering Schemes and Scams	<i>A&A</i>	4.00
AICPA	Crisis Mgmt - Using Technology to Securely Work from Home	<i>IT</i>	1.00
AICPA	COVID-19 Audit Implications	<i>A&A</i>	2.00
RFC	Analytical Procedures, Data Analytics, & Remote Auditing Procedures	<i>Governmental</i>	3.00
RFC	2020 GAQC Updates	<i>Governmental</i>	2.00
AICPA	CPEA Webcast: 2nd Quarter A&A Update	<i>A&A</i>	2.00
RFC	2020 Virginia CPA Ethics	<i>Governmental</i>	2.00
AICPA	AICPA Town Hall Series: CARES Act & Paycheck Protection Program	<i>A&A</i>	1.00
AICPA	ASC 606: What Auditors Need to Know	<i>A&A</i>	2.00
AICPA	Applying the Uniform Guidance in Your Single Audits	<i>Governmental</i>	8.00
AICPA	Nonprofit Internal Financial Statement Walkthrough	<i>A&A</i>	2.00
AICPA	Documenting Your EBP Audit: What You Need to Know	<i>EBP A&A</i>	8.00
AICPA	EBP Lightning Round Q & A	<i>EBP A&A</i>	2.00
AICPA	2020 OMB Compliance Supplement and Single Audit Update	<i>Governmental</i>	2.00
AICPA	Internal Control and COSO Essentials for Financial Mgrs, Accts & Aud.	<i>A&A</i>	8.00
McGowanPRO	Risk Management For Accountants Part 1	<i>A&A</i>	1.00
McGowanPRO	Engagement Letters A to Z	<i>A&A</i>	1.00
Total Hours			70.00

Taylor Stover

Sponsor	Course Title	Industry Type	Hours
RFC	VRS Training Session - Compliance Testing and Reporting	<i>Governmental</i>	3.00
RFC	Communication, Reporting, and Workpaper Documentation	<i>Governmental</i>	2.00
RFC	PFX Engagement TBs and Reporting Writing	<i>Governmental</i>	3.00
RFC	Analytical Procedures, Data Analytics, & Remote Auditing Procedures	<i>Governmental</i>	1.50
VSCPA	Virginia CPA Ethics: 2020 Required Course	<i>Governmental</i>	2.00
RFC	Social Services and CSA	<i>Governmental</i>	2.50
RFC	Audit Hacks - Workpaper Tips and Tricks	<i>Governmental</i>	5.00
RFC	A&A Risk Management	<i>Governmental</i>	3.50
CheckPoint	Network Nonprofit Acct Reports-Spring, Summer, Fall, Winter 2020	<i>A&A</i>	12.00
CheckPoint	Network Governmental Acct Reports-Spring, Summer, Fall, Winter 2020	<i>Governmental</i>	12.00
Total Hours			46.50

County of Fluvanna, Virginia
Proposal for Financial Auditing Services

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.7.c: (Continued)

CONTINUING PROFESSIONAL EDUCATION: (CONTINUED)

2020			
Michael J. DelBiondo			
Sponsor	Course Title	Industry Type	Hours
RFC	RFC Individual and Corporate Tax Update	<i>Taxation</i>	8.00
RFC	VRS Training Session - Compliance Testing and Reporting	<i>Governmental</i>	3.00
RFC	Communication, Reporting, and Workpaper Documentation	<i>Governmental</i>	2.00
RFC	PFX Engagement TBs and Reporting Writing	<i>Governmental</i>	3.00
RFC	Analytical Procedures, Data Analytics, & Remote Auditing Procedures	<i>Governmental</i>	1.50
AICPA	2020 GAQC Annual Update Webcast	<i>Governmental</i>	2.00
RFC	Audit Hacks - Workpaper Tips and Tricks	<i>Governmental</i>	6.25
AICPA	2020 OMB Compliance Supplement and Single Audit Update	<i>Governmental</i>	2.00
VSCPA	Virginia CPA Ethics: 2020 Required Course	<i>Governmental</i>	2.50
RFC	A&A Risk Management	<i>Governmental</i>	3.50
CheckPoint	Network Nonprofit Acct Reports-Spring, Winter 2020	<i>A&A</i>	6.00
CheckPoint	Network Governmental Acct Reports-Spring, Summer, Fall, Winter 2020	<i>Governmental</i>	12.00
Total Hours			51.75

PENDING LITIGATION

The Firm is not the subject of any pending litigation.

FIRM FINANCIAL AND BUSINESS SUMMARY

Financial Information will be provided once contracted by the County.

RFP SECTION 4.b.i.3 and RFP SECTION 4.b.i.8.

CLIENT REFERENCES AND REPRESENTATIVE PROJECTS

In addition to the list of clients serviced by the Firm found on page 11 of this proposal response, County officials are encouraged to contact the administrative and financial officers of any of our clients in regard to the caliber of services provided by our firm. Representative audit clients serviced by the proposing partner are listed below:

County of Frederick, Virginia

Cheryl Shiffler, Finance Director	Audit Services Over 10 Years	107 North Kent Street Winchester, Virginia 22601	(540) 665-5610
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County of Culpeper, Virginia

Valerie Lamb, Director of Finance	Audit Services Over 10 Years	302 North Main Street Culpeper, Virginia 22701	(540) 727-3427
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County of Nelson, Virginia

Candy McGarry, Finance Director	Audit Services Over 10 Years	84 Courthouse Square Lovingston, Virginia 22949	(434) 263-7138
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County of Albemarle, Virginia

Cecilia Baber, Director of Finance	Audit Services Over 10 Years	401 McIntire Road Charlottesville, VA 22901	(434) 296-5855
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PROPOSED SUBCONSULTANTS

RFP SECTION 4.b.i.4

The Firm will not be subcontracting any of the work herein during the duration of the audit contract.

RFP SECTION 4.b.i.5

UNDERSTANDING OF WORK-AUDIT APPROACH

Summary

The audit will be performed in **three distinct phases** - Phase 1: Planning, Phase 2: Fieldwork, and Phase 3: Reporting. Key tasks and objectives for each of the phases are summarized in the table below.

		Key Tasks Performed (as applicable)
P H A S E 1	Planning	Engagement team planning meeting Review prior audit & interim reports Review minutes of Board Meetings Establish schedule for fieldwork Prepare & provide preliminary fieldwork request list to client
P H A S E 2	Fieldwork	Intro meeting with Management Perform walkthroughs of client processes Assess client risk based on preliminary evaluation Determine procedures for a risk-based audit IT Review and Assessment Test key internal controls Test compliance with Federal and State regulations Perform substantive tests Perform balance verifications/reconciliations Perform analytical procedures Hold exit conference with Management upon completion of fieldwork Provide draft Management Comments & Recommendations Member review of audit workpapers & procedures
P H A S E 3	Reporting	Audit report preparation assistance & Member review Quality control review of workpapers & audit report Audit reports delivered to County, School Board, Authorities and Commission Final Management Comments delivered APA transmittal reports are prepared Prepare Agreed Upon Procedures on Landfill Assurance Preparation of Agreed Upon Procedures Report over the Sheriff's Department examination Preparation and Review of SF-SAC forms Presentation of the audit

RFP SECTION 4.b.i.5: (Continued)

UNDERSTANDING OF WORK–AUDIT APPROACH

During our audit, compliance tests will be conducted in connection with our review of the County's system of internal controls for the purpose of submitting our written reports on material weaknesses and significant deficiencies in internal control included in the Independent Auditors' Report on Internal Accounting Control over Financial Reporting and Compliance. The federal programs compliance audits will be conducted in accordance with the *Uniform Guidance*.

PHASE 1: Planning

During the planning stage, Robinson, Farmer, Cox Associates will review prior audit work papers, publicly available information, and interim financial data, as well as state and local reports. The purpose of the planning stage is to:

- Gain knowledge of the County/school board's internal control over financial reporting;
- Identify matters affecting the government, such as changes in financial reporting practices, economic conditions, laws and regulations, and technological changes;
- Identify matters relating to the government's operations, including its organization, operating characteristics, and capital structure;
- Document our preliminary judgments about materiality, risk, and other factors relating to the determination of material weaknesses;
- Familiarize the audit team with control deficiencies previously communicated to the finance committee or management;
- Identify legal or regulatory matters of which the government is aware;
- Review public information about the government relevant to the evaluation of the likelihood of material financial statement misstatements and the effectiveness of the government's internal control over financial reporting;
- Document knowledge about risks related to the government evaluated as part of the auditor's client acceptance and retention evaluation; and
- Identify key policy changes and financial actions taken during the current fiscal year.

Upon completion of our initial assessment, we will provide the County with a detailed list of items we would like to review upon commencement of audit fieldwork. This list is delivered several weeks prior to the date of audit commencement and is intended to provide a starting point for the audit and affords the County time to gather necessary documents.

RFP SECTION 4.b.i.5: (Continued)**UNDERSTANDING OF WORK–AUDIT APPROACH (CONTINUED)****PHASE 2: Fieldwork**

Robinson, Farmer, Cox Associates begins audit work in the spring/summer of each year. During fieldwork, we perform the following key procedures:

Review of Policies and Procedures

RFC will review current accounting, purchasing and personnel policies to gain an understanding of the controls and requirements set forth in such policies. In addition, we will review minutes of the County Board of Supervisors to identify key actions and directives of the County.

Data Analytics

The Director of Data Analytics will request data from the County and School Board's accounting system. The data will be tested under multiple tests and queries to identify inconsistencies, anomalies and outlying data points for further examination. Data analytics will allow the audit team to isolate specific sets of data that may be used to assess the internal controls of the governmental areas of fraud risk.

Walkthroughs

In performing a walkthrough, our auditors follow a transaction from origination through the government's processes, including information systems, until it is reflected in the County's financial records, using the same documents and information technology that County personnel use. The primary purpose of a walkthrough is to identify key internal controls, control systems, and responsible parties.

Identification of Fraud Risk

We will conduct inquiries of management and of other employees regarding their knowledge of any actual fraud or suspicions of fraud, as well as any allegations of fraud affecting the County. We will inquire about the County's understanding of the risk of fraud within the organization including any specific fraud risks the County has identified, as well as account balances or transaction classes that may be susceptible to fraud. We will inquire about the controls the County has implemented to identify fraud risks and to detect fraud and how those programs and controls are monitored.

RFP SECTION 4.b.i.5: (Continued)

UNDERSTANDING OF WORK-AUDIT APPROACH (CONTINUED)

PHASE 2: Fieldwork : (Continued)

IT Review and Assessment

The Technology Consultant will conduct a comprehensive assessment of all IT controls. The assessment will be used to assess the overall risks over financial reporting. Additionally, we will provide a summary of practical recommendations and best practices.

Control Testing

Upon completion of the procedures above, we will identify key controls and control systems that are necessary to provide accurate financial data and deter or prevent material fraud within the government.

Sampling will be used while performing control testing during preliminary fieldwork. RFC utilizes statistical sampling methods based on factors such as the population size and the auditors' assessment of risk related to the control. Sample sizes will vary based on these factors along with any deviations encountered during testing and can range from as few as two to as many as ninety items; however, the most common samples range from twenty-five to forty items. Samples may be selected from the population using systematic, haphazard, or random selection, as deemed appropriate for each instance.

Compliance Testing

Local governments are subject to local, state, and federal compliance testing. Local compliance testing centers around compliance with purchasing policies, personnel policies, Board of Supervisors orders as well as administrative policies. State compliance testing is determined by the State Auditor of Public Accounts in the *Specifications for Audits of Counties, Cities, and Towns*. Federal compliance testing is required by the Office of Management and Budget's *Uniform Guidance*. Annually, our workpapers are updated to identify compliance testing required by the State Auditor of Public Accounts and the Uniform Guidance. Compliance testing with local policies and procedures is specific to each government according to key local policies established by the Board and/or administration.

The audit team will use sampling while performing compliance testing during preliminary fieldwork. Statistical sampling methods are used and are based on factors such as the population size and the auditors' determination of the tolerable exception rate for the test. Sample sizes will vary based on these factors along with any deviations encountered during testing. Sample sizes can range from as few as two to as many as one-hundred-twenty items; however, the most common samples are approximately twenty-five to forty items. Samples may be selected from the population using systematic, haphazard, or random selection, as deemed appropriate for each instance.

RFP SECTION 4.b.i.5: (Continued)

UNDERSTANDING OF WORK–AUDIT APPROACH (CONTINUED)

PHASE 2: Fieldwork : (Continued)

Compliance Testing (Continued)

Upon the completion of preliminary fieldwork, we will have documented the following in our work papers and programs:

- ▶ Key policies and procedures and the extent to which they are being followed;
- ▶ Fraud risk within the government;
- ▶ The government's compliance with local, state, and federal requirements;
- ▶ Key accounting processes and the effectiveness of control systems and controls in place to prevent material financial and fraud risk;
- ▶ Key information technology controls and how they may be circumvented or overridden;
- ▶ Weaknesses in control systems or controls that represent material weaknesses or significant deficiencies as defined by Statement on Auditing Standards 115 (SAS 115);
- ▶ The extent to which controls may be relied upon in relation to key financial statement assertions; and
- ▶ Documentation of key areas of concern under which audit procedures should be expanded.

In addition, upon completion of preliminary fieldwork, we will advise the County of any areas or items of concern and our recommendations for dealing with same.

After the end of the fiscal year, Robinson, Farmer, Cox Associates will schedule final fieldwork. Final fieldwork is generally scheduled in the fall of each year after all closing and year end accrual entries are posted to the books. Final fieldwork programs and work plans are designed to substantiate account balances and key financial statement assertions including related note disclosures. In addition, final fieldwork is used to complete control testing and perform audits of federal programs (Single Audits). Key activities performed during final fieldwork include:

Evaluation of Controls

The audit team will perform a review of prior control testing activities and determine if controls have changed since preliminary fieldwork. Additional control testing will be performed, if necessary, at this time. A final determination of controls, including IT controls, that will be relied upon as part of the audit will be established at this time.

RFP SECTION 4.b.i.5: (Continued)

UNDERSTANDING OF WORK–AUDIT APPROACH (CONTINUED)

PHASE 2: Fieldwork : (Continued)

Review of Risk Assessment

A review of material fraud risk will be performed. Based on this review, the team will implement audit procedures aimed at identifying misappropriations within the organization. The team will also review the risk of material misstatements within the financial statements and implement audit procedures to mitigate such risk.

Substantive Procedures

Substantive procedures will be used during final fieldwork to provide the audit team with information regarding the five audit assertions (completeness, existence, disclosure, rights, and valuation). A determination of areas for which controls are insufficient will be made and auditors will identify substantive audit procedures for those areas. The team will also implement substantive audit procedures and testing to validate material balances in the financial statements and related note disclosures not evaluated through control testing.

Sample sizes for substantive testing can vary considerably based on a number of factors. These factors include the auditors' calculation of materiality/tolerable misstatement for the fund/account balance being tested and the auditors' assessment of the risk of material misstatement and other procedures risk ("risk factors"). Once these factors are determined, the sample size is calculated using algorithms created to provide a statistically acceptable (i.e. 95%-99%) level of assurance. Similar to other samples, these samples are selected from the population using systematic, haphazard or random selection as deemed appropriate in each instance.

Analytical Procedures

Analytical reviews of key account balances will be performed to determine any variances in balances from prior periods and budgeted amounts. These reviews allow the audit team to evaluate actual changes compared to expectations and investigate the reasons for any unexpected changes.

Upon the completion of final fieldwork, the County can expect the following deliverables:

- An exit conference with key officials concerning the auditors' preliminary conclusions;
- An overview of findings identified in the audit and a recommended course of action to deal with such findings; and
- A list of additional items needed from the County for completion of the audit (if necessary).

RFP SECTION 4.b.i.5: (Continued)

UNDERSTANDING OF WORK–AUDIT APPROACH (CONTINUED)

PHASE 3: Reporting

Upon completion of final fieldwork, Robinson, Farmer, Cox Associates will assist the County with preparation and production of the Comprehensive Annual Financial Report to ensure that all reporting elements are incorporated as required by the *Government Auditing Standards*. In conjunction with report preparation, Robinson, Farmer, Cox Associates will prepare all necessary state and federal filings. Upon completion of the audit report, you can expect the following submittals:

- An opinion on the fair presentation of the basic financial statements in conformity with accounting principles generally accepted in the United State of America.
- An opinion on the fair presentation of the other supplementary information and the schedule of expenditures of federal awards in conformity with accounting principles generally accepted in the United States of America (“GAAP”).
- A disclaimer of opinion related to the statistical section included in the Comprehensive Annual Financial Report.
- A report on compliance and on internal control over financial reporting based on an audit of the financial statements performed in accordance with GAS and the *Specifications for Audit of Counties, Cities and Towns* or other applicable APA Specifications. We will communicate all instances of noncompliance that could have a material effect on the financial statements in the report. We will communicate all reportable conditions and material weaknesses in internal controls over financial reporting and its operations in the report. Non-reportable conditions discovered will be reported in a separate letter to Management Personnel, which shall be referred to in the report(s) on internal controls and on compliance and other matters.
- A report on compliance with requirements applicable to each major program and internal control over compliance in accordance with the *Uniform Guidance*. We will report all instances of noncompliance with the specific requirements for major federal program in the report on compliance and in the Schedule of Findings and Questioned Costs. We will communicate all reportable conditions affecting major federal programs in the report. We will identify any material weaknesses in the report. Any finding or weaknesses will be reported immediately to Management Personnel.
- A report on applying agreed upon procedures to the Virginia Retirement System census data in accordance with the requirements of, and assistance with the requirements generally of, the Code of Virginia §51.1-130 et seq “Article 5 Participation of Political Subdivisions in Retirement System.”
- A report on compliance with contracts, grants, Applicable Laws, and the Financial Policy Manual.

RFP SECTION 4.b.i.5: (Continued)

UNDERSTANDING OF WORK—AUDIT APPROACH (CONTINUED)

PHASE 3: Reporting

- ▶ A report on the application of agreed-upon procedures relative to the Comparative Report Transmittal Forms. We will submit one copy of the Comparative Report Transmittal Forms as well as the Comprehensive Annual Financial Report, to the APA by November 30th following the end of the fiscal year, or earlier if required by Applicable Laws.
- ▶ We will make an immediate, written report to the County Administrator of all management letter comments of which we become aware and of any actual or suspected irregularities or illegal activities.
- ▶ The Data Collection Form required by the Commonwealth of Virginia.
- ▶ A report on the agreed upon procedures and any findings in relation to the landfill financial assurance in accordance with the provisions, rules, law and regulations under 9 VAC 20-70 (Title 9, Agency 20, Chapter 70 of the Virginia Administrative Code), the Virginia Waste Management Board and the Virginia Department of Environmental Quality.
- ▶ A report on the Sheriff's compliance with the Virginia Accounting Sheriff's Manual and Code of Virginia. This report will be forwarded to the County for submission to the APA by November 30th, or earlier if required by Applicable Laws.
- ▶ Certified Public Accountant ("CPA") Certificate of No Default letters as required by debt covenants of the County, as applicable.

Continuing Service

Robinson, Farmer, Cox Associates will remain on-call during the year for audit related issues. It is our policy to provide support through telephone calls, emails, staff meetings, and client bulletins at no additional charge. Robinson, Farmer, Cox Associates is also available to provide other services, as requested. These services will be separately identified as consulting services. Such services include:

- | | |
|--------------------------|--|
| ▶ Agreed-Upon Procedures | ▶ Continuing professional education (CPE) seminars |
| ▶ Financial forecasting | ▶ Assistance in the preparation of bond issuance documents |
| ▶ Budget consultation | ▶ Assistance with the placement of bank qualified debt obligations |
| ▶ Privatization Studies | ▶ Cost Allocation Plans |

RFP SECTION 4.b.i.5: (Continued)**UNDERSTANDING OF WORK–AUDIT APPROACH (CONTINUED)****Client Expectations**

It is anticipated that the County will provide the items listed below to assist us in completing the audit in an efficient and timely manner.

Books of Account

The County shall fully balance the books of account, reconcile subsidiary ledgers to control accounts, and reconcile all bank accounts within 90 days of each fiscal year end.

Schedules

The staff of the County shall prepare the following information:

- a) A final trial balance of each fund;
- b) A final trial balance of each subsidiary ledger;
- c) A copy of the final budget approved by the Board of Supervisors for the audit period, the original budget resolution for the audit period, and all subsequent amendments to the budget resolution;
- d) A copy of project contracts and amendments thereto for all projects beginning during the period or not fully completed prior to the period;
- e) A schedule of insurance in force during the year and of insurance expenses for the year;
- f) A schedule of capital outlays during the period;
- g) A schedule of capital assets dispositions during the period;
- h) A schedule of accounts payable and receivables at the statement date;
- i) Copies of grant agreements with governmental grantor or grantee agencies;
- j) Copies of other significant contracts in force at statement date; and
- k) Such reasonable additional schedules as may be requested.

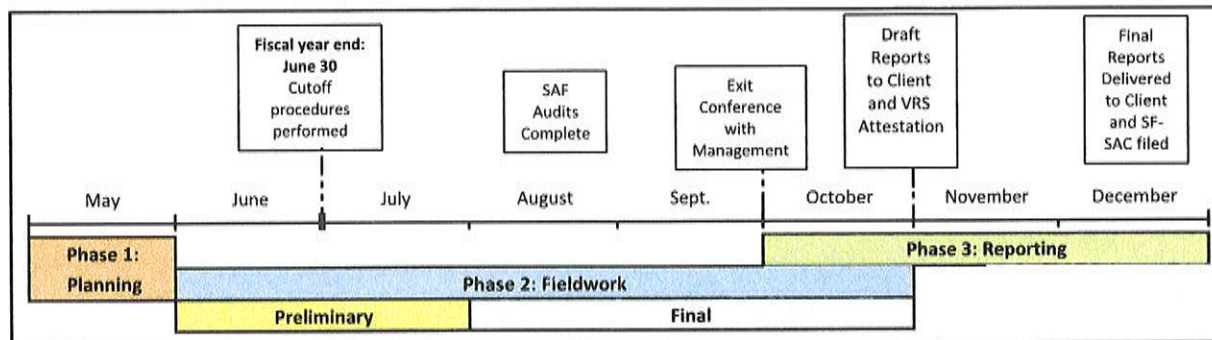
The above list is not exhaustive of all the items we will need to complete your audit; however, we will provide detailed preliminary and final fieldwork requests prior to our arrival. These lists are tailored to each client's specific audit needs and are delivered approximately three weeks prior to fieldwork.

RFP SECTION 4.b.i.5: (Continued)

UNDERSTANDING OF WORK—AUDIT APPROACH (CONTINUED)

Audit Timeline

The key to a successful audit is to define the project timing and to communicate expectations to all parties involved. To that end, we have established a tentative timeframe for the audit as presented below. Once engaged as your auditor, we will present specific dates for the audit and key deliverables.



Planning

Discuss prior years audit	Discuss audit work plan
Discuss preliminary work to be performed — PBC listing	Areas of particular concern
Identify key testing *Arrange for work space and other needs	Establish liaisons for engagement
Issue engagement letter and obtain signatures prior to start of fieldwork	

Fieldwork

Preliminary Fieldwork - June/July

Preliminary Progress with County and Component Unit Staff.

Discuss progress, Outstanding items and Situations/problems that need addressing

Preliminary Exit with Key County, School Board, and Component Unit Staff.

Discuss problems/concerns noted/outstanding items; Review plan for final fieldwork; Identify management comments to-date including observation, implication and recommendation for each comment identified

Final Fieldwork - September/October

Final Fieldwork Entrance with Key County, School Board, and Component Unit Staff.

Discuss PBC items Update/changes to work plan or workpapers

Final Fieldwork Progress with Key County, School Board, and Component Unit Staff.

Discuss progress, Outstanding items and Situations/problems that need addressing

Final Fieldwork Entrance with Key County, School Board, and Component Unit Staff.

Discuss outstanding items; Summarize results of fieldwork; Review significant findings; Discuss final entries to be posted to financial system; Identify management comments including observation, implication and recommendation for each comment identified.

Reporting

Final Comprehensive Annual Financial Report Review/Production

We will prepare financial statements, note disclosures, and opinions for approval.
 Upon approval the County's final Comprehensive Annual Financial Report will be prepared for the Board of Supervisors meeting.
 Upon approval the Economic Development Authority's final Comprehensive Annual Financial Report will be prepared for the

Comparative Cost Report

We will prepare the County's Cost Comparative Report for submission to the Auditor of Public Accounts.

SF-SAC Reporting/Landfill Assurance

We will prepare the County's SF-SAC Reporting Package and Review Disclosure Checklists/Applications for submission.
 We will prepare the County's Landfill Assurance and provide the Agreed Upon Procedures Report.

County of Fluvanna Virginia

Nonbinding Cost Estimate

Fiscal Years Ending June 30, 2021 -2025


Fees for completing the Audit and Related Services for the County of Fluvanna, Virginia are as follows:

	Fiscal Year Ending June 30,				
	2021	2022	2023	2024	2025
County Audit	\$ <u>44,970</u>	\$ <u>44,970</u>	\$ <u>46,320</u>	\$ <u>46,320</u>	\$ <u>47,710</u>
Implementation of GASB 87	\$ <u>-</u>	\$ <u>3,000</u>	\$ <u>1,500</u>	\$ <u>1,500</u>	\$ <u>1,500</u>
School Activity Funds	\$ <u>9,000</u>	\$ <u>9,000</u>	\$ <u>9,270</u>	\$ <u>9,270</u>	\$ <u>9,550</u>
Cost Allocation Plan	\$ <u>3,850</u>	\$ <u>3,850</u>	\$ <u>3,970</u>	\$ <u>3,970</u>	\$ <u>4,090</u>

**Fees are subject to change if significant accounting principles or auditing stanards are implemented during the course of the contract that increase the scope of the work performed. However, the impact of GASB 87 implementation is included in the prices above.

Submitted By:

Robinson, Farmer, Cox Associates



David E. Foley, CPA, Member

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

TAB G

MEETING DATE:	June 16, 2021				
AGENDA TITLE:	Mutual Aid Agreement Between Fluvanna County and Louisa County				
MOTION(s):	I move the Board of Supervisors adopt the resolution entitled “A Resolution to Adopt the Amended and Restated Mutual Aid Agreement Between Fluvanna County and Louisa County” to provide services in case of an emergency.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Debbie Smith, Emergency Management Coordinator				
PRESENTER(S):	Debbie Smith, Emergency Management Coordinator				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	<p>The proposed Amended Mutual Aid Agreement between Fluvanna County and Louisa County restates the terms and conditions of provision of services as set out in the 1995 Mutual Aid Agreement to include:</p> <ul style="list-style-type: none"> • Fire services, rescue service, hazardous material response services, disaster or emergency response, and other governmental services to adequately serve their respective political subdivisions. <p>and amends the Agreement to include:</p> <ul style="list-style-type: none"> • Assistance with sheltering needs should Louisa County experience a nuclear incident. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	Fluvanna County and Louisa County entered into a Mutual Aid Agreement related to mutual aid in the event of an emergency on February 3, 1995				
ENCLOSURES:	<ul style="list-style-type: none"> • Resolution to Adopt Mutual Aid Agreement • Mutual Aid Agreement • Mutual Aid Agreement with illustrated changes 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

**AMENDED AND RESTATED MUTUAL AID AGREEMENT
BETWEEN FLUVANNA COUNTY AND LOUISA COUNTY**

THIS AMENDED AND RESTATED MUTUAL AID AGREEMENT (“Agreement”) is made and effective as of the ___ day of _____, 2021, (the “Effective Date”) by and among Fluvanna County (“Fluvanna”) and Louisa County (“Louisa”), each of which is a political subdivision of the Commonwealth of Virginia (collectively “the parties”, each a “party”).

WHEREAS, it is deemed to be mutually beneficial to Louisa and Fluvanna and to enter into an agreement concerning mutual aid with regard to the services of Louisa and the services of Fluvanna;

WHEREAS, pursuant to the Code of Virginia Section 44-146.20, upon approval by resolution of each party’s governing body, two or more political subdivisions may enter into mutual aid agreements relating to emergency operations and for planning, preventing, and responding to disasters;

WHEREAS, Fluvanna and Louisa previously entered into that Mutual Aid Agreement dated February 3, 1995 (the “1995 Agreement”) related to mutual aid in the event of an emergency as set forth therein;

WHEREAS, the parties desire that the terms and conditions of provision of services as set out in the 1995 Agreement be amended and restated; and

WHEREAS, the parties agree that the terms and conditions of this Agreement replace in its entirety that 1995 Agreement and that this Agreement shall be binding and effective as of the Effective Date upon the execution of this Agreement by both parties;

NOW THEREFORE WITNESSETH, that for and in consideration of the mutual benefits to be derived by Louisa and Fluvanna from this agreement, Louisa and Fluvanna hereby covenant and agree each with the other as follows:

1. That Louisa and Fluvanna will endeavor to provided fire suppression, fire prevention, rescue, hazardous materials response, and other governmental services to the jurisdictions which are parties to this Agreement within the capabilities available at the time the request for such support is made, to include providing mutual aid in the event of a disaster or an emergency.
2. That nothing contained in this Agreement should in any manner be construed to compel either of the parties hereto to respond to a request for services in another jurisdiction when the services of the jurisdiction to whom the request is being made is needed, or is being used within the boundaries of that jurisdiction, nor shall any such request compel the requested jurisdiction to continue to provide services in another’s jurisdiction when its personnel, apparatus or equipment is needed within the boundaries of its own jurisdiction.

3. That the parties recognize that they are each fully capable of providing fire services, rescue service, hazardous material response services, disaster or emergency response, and other governmental services to adequately serve their respective political subdivisions; except that in the event of a nuclear disaster or emergency, Louisa may require additional sheltering capacity beyond the capacity located within Louisa County.
4. Neither party shall be liable to the other for any loss, damage, personal injury, or death, including claims of contribution or indemnity, resulting from the performance of this Agreement including but not limited to acts or omissions which occur (1) during joint emergency response activities or (2) while in transit to or from an emergency response scene.
5. That each party shall be responsible for its own actions and those of its officers, personnel, and employees and is responsible for complying with the Virginia Workers' Compensation Act for its officers, employees, and volunteers, as applicable, and related to salary, benefits and other claims. Each party shall maintain unemployment insurance and workers' compensation insurance coverage, as required by Applicable Law, for its employees, and as applicable, volunteers. Activities performed pursuant to this Agreement are governmental functions. Nothing herein shall be deemed to be a waiver of either party's sovereign immunity. The parties agree to comply with Applicable Law in performing any activities under this Agreement. Nothing in this Agreement is intended or shall be construed to require either party to indemnify or save or hold harmless the other party, including its officers, agents and employees, from any liability for any act or omission occurring during or in connection with the performance of this Agreement.
6. Neither party shall be obligated to reimburse the other for costs incurred pursuant to this Agreement, except as stated in this Section 6 and in Section 11. There shall be no liability of the responding party to the party requesting aid for reimbursement for apparatus, equipment or personnel costs or expenses occasioned by a response for assistance, or for damage to such apparatus or equipment, or injuries to personnel incurred when responding in another jurisdiction; except that each party requesting assistance under the terms of this Agreement shall agree to pay the party from the other jurisdiction, the actual cost of specialized extinguishing or hazardous material mitigation agents used in that other jurisdiction pursuant to this Agreement; and except in the event of a request for sheltering assistance due to a disaster or emergency as set out in section 11.
7. That any party hereto desiring to request assistance pursuant to the terms and conditions of this Agreement, shall make such request to the other party's Emergency Operations Center, who will then contact the appropriate County officials.
8. That when a party hereto elects to respond to a request for assistance, the personnel manning such responding units from another jurisdiction shall not become employees of the party making such request for the purposes of the Virginia Workers Compensation Act.
9. That when a responding party hereto elects to respond to a request for assistance, the personnel manning such responding units from another jurisdiction shall remain under the

command of the responding party's senior responding officer, and shall work as a unified company and shall not be split apart during the emergency operations unless determined by the responding party's senior responding officer.

10. That when a responding party hereto elects to respond to a request for assistance and the senior responding officer determines that the emergency operations is being conducted in an unsafe manner, the responding party may limit his assistance to a support service or return back to his jurisdiction to ensure the safety of his personnel.
11. That in the event of a request for sheltering assistance due to a disaster or an emergency pursuant to Title 44 of the Code of Virginia:
 - a. Any party hereto desiring to request sheltering assistance shall make such request to the other party's Coordinator of Emergency Management, who will then contact the appropriate County officials.
 - b. After a party receives a request for sheltering assistance, the assisting party then evaluates whether resources are available to respond to the request for sheltering assistance. Each party shall retain absolute discretion as to determinations regarding its ability to respond and its decision whether to do so. The assisting party must consider assessment of available resources and shall consider establishing terms for the supervision of personnel, the term of deployment, payment or reimbursement of costs, and verification of insurance coverage in considering how to respond to any requesting party.
 - c. The assisting party may require the requesting party to reimburse the assisting party for all of its actual direct and indirect payroll costs (including overtime) and expenses (including travel expenses, salary, hourly wages, benefits, costs of insuring for workers' compensation claims, and other expenses), and the expense of erecting and maintaining any emergency shelter, or a prorated portion of the costs and expenses in the event of a shared facility, incurred during the disaster response assistance and sheltering.
12. This Agreement is for use by the parties to address the occasional need for additional resources, including personnel and equipment. In the event of a local or other emergency declared pursuant to applicable laws, including Title 44 of the Virginia Code, procedures shall be used which conform to requirements of those laws and related regulations and funding requirements.
13. This Agreement may be modified by the mutual consent of all the parties hereto, and this Agreement may be terminated at any time by either party giving thirty (30) days written notice to that effect to the other parties hereto. This Agreement shall continue in effect until terminated.
14. This Agreement is solely for the benefit of the parties hereto and shall not confer any rights or benefits on any other person or entity.

- 15. The parties acknowledge and agree that each party may in the future or may have previously entered into other mutual aid agreements with other governing bodies, which shall not be deemed amended, superseded, or repealed by execution of this Agreement, except that this Agreement amends and restates and replaces in its entirety the 1995 Agreement as of the Effective Date. Nothing in this Agreement is intended to interfere with any party’s ability to request or provide assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Company, as applicable.
- 16. Any notice required by this Agreement shall be deemed effective if given by receipted mail or delivery service, to the names and at the addresses given below; provided that change of address shall be effective if given in accordance with this paragraph.

Louisa County: Chief Administrative Officer
 Louisa County
 P. O. Box 160
 Louisa, VA 23093
 (540) 967-3491 Fax (540) 967-3498

Fluvanna County Fluvanna County Administrator
 P.O. Box 540
 132 Main St.
 Palmyra, VA 22963
 (434) 591-1910 Fax (434) 591-1913

IN WITNESS WHEREOF, the duly authorized representatives of each of the parties have caused this Agreement to be signed and sealed in the names and on behalf of each of the parties.

Fluvanna County

Louisa County

By: _____ (SEAL)

By: _____ (SEAL)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

Approved as to form:

Approved as to form:

 Kristina M. Hofmann, Assistant Fluvanna
 County Attorney

 Helen E. Phillips, Louisa County Attorney

Mutual Aid Agreement AMENDED AND RESTATED MUTUAL AID

~~THIS~~ AGREEMENT
BETWEEN FLUVANNA COUNTY AND LOUISA COUNTY

THIS AMENDED AND RESTATED MUTUAL AID AGREEMENT (“Agreement”) is made ~~this 3rd~~ and effective as of the ___ day of ~~February 1995,~~ _____, 2021, (the “Effective Date”) by and ~~between~~ among Fluvanna County (“Fluvanna”) and Louisa County, ~~a political subdivision of the~~ Commonwealth (“Louisa”), each of Virginia, hereinafter referred to as

“LOUISA”, and “FLUVANNA COUNTY”, which is a political subdivision of the Commonwealth of Virginia, hereinafter referred to as “FLUVANNA”, (collectively “the parties”, each a “party”).

WHEREAS, it is deemed to be mutually beneficial to ~~LOUISA~~ Louisa and ~~FLUVANNA~~ Fluvanna and to enter into an agreement concerning mutual aid with regard to the services of ~~LOUISA~~ Louisa and the ~~Services~~ services of ~~FLUVANNA,~~ and Fluvanna;

WHEREAS, pursuant to the Code of Virginia Section 44-146.20, upon approval by resolution of each party’s governing body, two or more political subdivisions may enter into mutual aid agreements relating to emergency operations and for planning, preventing, and responding to disasters;

WHEREAS, Fluvanna and Louisa previously entered into that Mutual Aid Agreement dated February 3, 1995 (the “1995 Agreement”) related to mutual aid in the event of an emergency as set forth therein;

WHEREAS, the parties desire that the terms and conditions of ~~this mutual aid agreement be established;~~ provision of services as set out in the 1995 Agreement be amended and restated; and ~~NOV~~

WHEREAS, the parties agree that the terms and conditions of this Agreement replace in its entirety that 1995 Agreement and that this Agreement shall be binding and effective as of the Effective Date upon the execution of this Agreement by both parties;

NOW THEREFORE ~~WITNEBBETE~~ WITNESSETH, that for and in consideration of the mutual benefits to be derived by ~~LOUISA~~ Louisa and ~~FLUVANNA~~ Fluvanna from this agreement, ~~LOUISA~~ Louisa and ~~FLUVANNA~~ Fluvanna hereby covenant and agree each with the other as follows:

1. That ~~LOUISA~~ Louisa and ~~FLUVANNA~~ Fluvanna will endeavor to ~~provide~~ provided fire suppression, fire prevention, rescue, hazardous materials response, and other governmental services to the jurisdictions which are parties to this ~~agreement~~ Agreement within the

capabilities available at the time the request for such support is made, to include providing mutual aid in the event of a disaster or an emergency.

2. That nothing contained in this Agreement should in any manner be construed to compel ~~any~~either of the parties hereto to respond to a request for services in another jurisdiction when the services of the jurisdiction to ~~whom~~whom the request is being made is needed, or is being used within the boundaries of that jurisdiction, nor shall any such request compel the requested jurisdiction to continue to provide services in another's jurisdiction when its personnel, apparatus or equipment is needed within the boundaries of its own jurisdiction.
3. That the parties recognize that they are each fully capable of providing fire services, rescue service, hazardous material response services, disaster or emergency response, and other governmental services to adequately ~~serve~~serve their respective political subdivisions; except that in the event of a nuclear disaster or emergency, Louisa may require additional sheltering capacity beyond the capacity located within Louisa County.
4. ~~That no~~Neither party ~~to this Agreement~~ shall be liable to ~~any~~the other ~~party hereto~~ for any loss, damage, personal injury, or death ~~to personnel, including claims of contribution or equipment result~~indemnity, resulting from the performance of this ~~agreement, when such Agreement including but not limited to acts or omissions which occur outside of the jurisdictional boundaries of the respective parties hereto~~(1) during joint emergency response activities or (2) while in transit to or from an emergency response scene.

~~5. That each party shall indemnify and save harmless the other parties to this Agreement from all claims by third parties for property damage or personal injury which may arise out of the activities of the other parties to such Agreement outside of their respective jurisdictions.~~

5. That each party shall be responsible for its own actions and those of its officers, personnel, and employees and is responsible for complying with the Virginia Workers' Compensation Act for its officers, employees, and volunteers, as applicable, and related to salary, benefits and other claims. Each party shall maintain unemployment insurance and workers' compensation insurance coverage, as required by Applicable Law, for its employees, and as applicable, volunteers. Activities performed pursuant to this Agreement are governmental functions. Nothing herein shall be deemed to be a waiver of either party's sovereign immunity. The parties agree to comply with Applicable Law in performing any activities under this Agreement. Nothing in this Agreement is intended or shall be construed to require either party to indemnify or save or hold harmless the other party, including its officers, agents and employees, from any liability for any act or omission occurring during or in connection with the performance of this Agreement.
6. Neither party shall be obligated to reimburse the other for costs incurred pursuant to this Agreement, except as stated in this Section 6 and in Section 11. There shall be no liability to any of the other parties heretoresponding party to the party requesting aid for

reimbursement ~~to~~for apparatus, equipment or personnel costs or expenses occasioned by a response for assistance, or for damage to such apparatus or equipment, or injuries to personnel incurred when responding in another jurisdiction; except that each party requesting assistance under the terms of this Agreement shall agree to pay the party from the other jurisdiction, the actual cost of specialized extinguishing or hazardous material mitigation agents used in that other jurisdiction pursuant to this Agreement; and except in the event of a request for sheltering assistance due to a disaster or emergency as set out in section 11.

7. 7. That any party hereto desiring to request assistance pursuant to the terms and conditions of this Agreement, shall make such request to the other party's Emergency Communications Centers of the other party Operations Center, who will then contact the appropriate County officials.
8. That when a party hereto elects to respond to a request for assistance, the personnel manning such responding units from another jurisdiction shall not become employees of the party making such request for the purposes of the Virginia Workers Compensation Act.
9. That when a responding party hereto elects to respond to a request for assistance, the personnel manning such responding units from another jurisdiction shall remain under the command of the responding party's senior responding officer, and shall work as a unified company and shall not be split apart during the emergency operations unless determined by the responding party's senior responding officer.
10. That when a responding party hereto elects to respond to a request for assistance and the senior responding officer determines that the emergency operations is being conducted in an unsafe manner, the responding party may limit his assistance to a support service or return back to his jurisdiction to ensure the safety of his personnel.
11. That in the event of a request for sheltering assistance due to a disaster or an emergency pursuant to Title 44 of the Code of Virginia:
- a. Any party hereto desiring to request sheltering assistance shall make such request to the other party's Coordinator of Emergency Management, who will then contact the appropriate County officials.
 - b. After a party receives a request for sheltering assistance, the assisting party then evaluates whether resources are available to respond to the request for sheltering assistance. Each party shall retain absolute discretion as to determinations regarding its ability to respond and its decision whether to do so. The assisting party must consider assessment of available resources and shall consider establishing terms for the supervision of personnel, the term of deployment, payment or reimbursement of costs, and verification of insurance coverage in considering how to respond to any requesting party.
 - c. The assisting party may require the requesting party to reimburse the assisting party for all of its actual direct and indirect payroll costs (including overtime) and expenses (including travel expenses, salary, hourly wages, benefits, costs of

insuring for workers' compensation claims, and other expenses), and the expense of erecting and maintaining any emergency shelter, or a prorated portion of the costs and expenses in the event of a shared facility, incurred during the disaster response assistance and sheltering.

12. This Agreement is for use by the parties to address the occasional need for additional resources, including personnel and equipment. In the event of a local or other emergency declared pursuant to applicable laws, including Title 44 of the Virginia Code, procedures shall be used which conform to requirements of those laws and related regulations and funding requirements.

~~11.~~13. This Agreement may be modified by the mutual consent of all the parties hereto, and this Agreement may be terminated at any time by either party giving thirty (30) days written notice to that effect to the other parties hereto. This Agreement shall continue in effect until terminated.

~~In witness thereof, LOUISA has caused its name to be~~

~~14. subscribed hereon by its Chairman~~This Agreement is solely for the benefit of the Board of Supervisors~~parties hereto and FLUVANNA has caused its name~~shall not confer any rights or benefits on any other person or entity.

15. The parties acknowledge and agree that each party may in the future or may have previously entered into other mutual aid agreements with other governing bodies, which shall not be deemed amended, superseded, or repealed by execution of this Agreement, except that this Agreement amends and restates and replaces in its entirety the 1995 Agreement as of the Effective Date. Nothing in this Agreement is intended to interfere with any party's ability to request or provide assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Company, as applicable.

16. Any notice required by this Agreement shall be subscribed hereon deemed effective if given by receipted mail or delivery service, to the names and at the addresses given below; provided that change of address shall be effective if given in accordance with this paragraph.

~~by its Chairman, they being authorized so to do.~~

Louisa County: County of
Chief Administrative Officer
By _____
Chairman of the Board of Supervisors

Louisa County of
P. O. Box 160
Louisa, VA 23093
(540) 967-3491 Fax (540) 967-3498

Fluvanna County Fluvanna County Administrator

By _____
Chairman of the Board of Supervisors

~~APPROVED AS TO FORM:~~

~~LOUISA~~

_____ P.O. Box 540
_____ 132 Main St.
_____ Palmyra, VA 22963
_____ (434) 591-1910 Fax (434) 591-1913

IN WITNESS WHEREOF, the duly authorized representatives of each of the parties have caused this Agreement to be signed and sealed in the names and on behalf of each of the parties.

Fluvanna County

Louisa County

By: _____ (SEAL)

By: _____ (SEAL)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

Approved as to form: _____

Approved as to form: _____

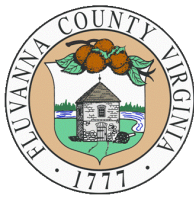
Kristina M. Hofmann, Assistant Fluvanna
Designee

Helen E. Phillips, Louisa County Attorney ~~or~~

~~APPROVED AS TO FORM:~~

~~FLUVANNA~~

County Attorney ~~or~~ Designee



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia
RESOLUTION No. 16-2020

A Resolution to Adopt the Amended and Restated Mutual Aid Agreement Between Fluvanna County and Louisa County

WHEREAS, Fluvanna County (“Fluvanna”) and Louisa County (“Louisa”) previously entered into a Mutual Aid Agreement dated February 3, 1995 (the “1995 Agreement”) related to mutual aid in the event of an emergency as set forth therein; and

WHEREAS, the Fluvanna County Board of Supervisors recognizes the need to prepare for, respond to, and recover from emergencies, and natural and manmade disasters and to provide for the safety and well-being of its citizens and visitors; and

WHEREAS, it is deemed to be mutually beneficial to Louisa and Fluvanna and to have an agreement concerning mutual aid with regard to the services of Louisa and the services of Fluvanna; and

WHEREAS, Fluvanna and Louisa desire that the terms and conditions of provision of services as set out in the 1995 Agreement be amended and restated and replaced in their entirety with the terms and conditions of the Amended and Restated Mutual Aid Agreement Between Fluvanna County and Louisa County attached hereto as **Exhibit 1**; and

WHEREAS, pursuant to the Code of Virginia Section 44-146.20 the approval by the Fluvanna County Board of Supervisors and the governing body of Louisa County is required to adopt the Amended and Restated Mutual Aid Agreement Between Fluvanna County and Louisa County;

NOW, THEREFORE, BE IT RESOLVED by the Fluvanna County Board of Supervisors, this Amended and Restated Mutual Aid Agreement Between Fluvanna County and Louisa County, is officially adopted, and replaces in its entirety the 1995 Agreement; and

IT IS FURTHER RESOLVED AND ORDERED that the County Administrator shall execute the Amended and Restated Mutual Aid Agreement Between Fluvanna County and Louisa County and take any further actions as the County Administrator deems necessary or appropriate to effectuate such agreement after approval as to form by the County Attorney; and

IT IS FURTHER RESOLVED AND ORDERED that the County Administrator may take any other actions authorized under such agreement while the agreement is in force and effect as the County Administrator who is the Director of Emergency Management deems necessary or appropriate thereunder after consultation with the Emergency Management Coordinator.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors of Fluvanna County on this 16th day of June 2021.

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

Attest:

 John M. Sheridan, Chair
 Fluvanna County Board of Supervisors

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

TAB H

MEETING DATE:	June 16, 2021				
AGENDA TITLE:	Additional Earth Day Funding - Hazardous Waste Collection Event				
MOTION(s):	I move the Board of Supervisors approve a budget transfer of \$11,531 from the Board of Supervisors Contingency Budget to the Litter Budget, to reflect additional funds required for the Fluvanna County Tire Drop Off and Hazardous Waste Collection Earth Day event.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, County Administrator & Aaron Spitzer, Parks and Recreation Director				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>The FY21 Fluvanna County Tire Drop Off and Hazardous Waste Collection Earth Day Event took place on Saturday, April 24, 2021 between 10am-2pm. This was event was originally scheduled for the year prior in April 2020, but was cancelled due to COVID-19. The Board authorized a carryover of \$22,200 of unexpended FY20 funds from the prior event to the current fiscal year. The last time the Hazardous Waste event was held was in April of 2018. The Board has committed to holding the Hazardous Waste Collection Event every other year.</p> <p>During this year’s Fluvanna County Tire Drop Off and Hazardous Waste Collection event at 10:45 am (about an hour into the event), we had estimated that the amount of cars already in line was going to reach the \$22,200 budget capacity for Hazardous Waste Collection. A contingency plan was discussed with board members to expend beyond the \$22,200 should it appear early on that the event was going to reach early capacity, which allowed the County to not turn away residents that wanted to drop off hazardous waste. This helped to make for a great event for any Fluvanna County resident whom wanted to participate. Parks & Rec staff estimates between 300-350 cars passed through the event between 10am - 2pm.</p> <p>Final numbers show that allowing the event to continue requires additional funding of \$11,531 needed for the hazardous waste collection, which is within the discussed contingency plan limits.</p>				
FISCAL IMPACT:	Currently, the Board of Supervisors Contingency Budget has a balance of \$54,028. The requested action would decrease that balance to \$42,497.				

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

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

TAB I

MEETING DATE:	June 16, 2021				
AGENDA TITLE:	Renewal of County Attorney Contract				
MOTION(s):	I move that the Board of Supervisors approve the renewal of the annual contract for the county attorney, including the appointment of Kristina M. Hofmann as deputy county attorney and the appointment of Jeremy L. Boggs as assistant county attorney.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, County Administrator & Frederick Payne, County Attorney				
PRESENTER(S):	Eric Dahl, County Administrator & Frederick Payne, County Attorney				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<p>The county attorney serves at the pleasure of the board in accordance with an annual contract. This latest renewal leaves the “flat” monthly payment for routine services at \$10,000; the hourly rates for non-routine services are increased as follows:</p> <p>Payne, county attorney--\$310 (unchanged) DeLoria, deputy county attorney--\$275 (formerly \$265) Tanner, deputy county attorney--\$255 (formerly \$240) Hofmann, deputy county attorney--\$230 (formerly assistant county attorney \$215) Boggs, assistant county attorney--\$165 (formerly contract associate \$150)</p> <p>This is the first increase in hourly rates in six years.</p> <p>See attached contract</p>				
FISCAL IMPACT:	No change for routine services; non-routine services increased by varying percentages from 0 to 10%				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	Latest contract renewal				

ENCLOSURES:	County Attorney Services Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY ATTORNEY**Deputy County Attorneys:**

Donna R. DeLoria
 William W. Tanner
 Kristina M. Hofmann

Frederick W. Payne

414 East Jefferson Street
 Charlottesville, Virginia 22902
 Telephone: (434) 977-4507
 Facsimile: (434) 977-6574
 E-mail: fwpayne@fluvannacounty.org

Assistant County Attorney:

Jeremy L. Boggs

COUNTY ATTORNEY SERVICES

Effective July 1, 2021

The Fluvanna County Attorney is appointed by the governing body and serves at the pleasure of the governing body. He shall serve at a rate of compensation as set forth hereinafter and shall be allowed to recover his reasonable costs expended. When serving at an hourly rate, the County Attorney shall provide the County with an itemized list of fees and expenses.

The County Attorney shall have the duty in civil matters of advising the governing body and all boards, departments, agencies, officials and employees of the County, of drafting or preparing ordinances, of defending or bringing actions in which the County or any of its boards, departments or agencies, or officials or employees, thereof, shall be a party, and in any other manner advising or representing the County, its boards, departments, agencies, officials and employees, and the County Attorney shall be accountable to the governing body in the performance of his duties.

The County Attorney is the primary risk management officer for the County and works daily with leadership, staff and citizens to resolve problems. The County Attorney and Deputy/Assistant County Attorneys work collaboratively with County leadership to accomplish the essential functions outlined below with an emphasis on creative solutions to the County's desired goals within the limits of state law.

ESSENTIAL FUNCTIONS: This information is of a general nature, and is not intended to be a comprehensive description of every role and responsibility.

I. For routine services, the County Attorney will be paid a flat fee of \$10,000 per month. "Routine services" shall include such matters as (a) regular advice and support to members of the Board, the County Administrator and other members of the County staff, as well as constitutional officers upon their request; (b) reviewing/drafting of ordinary documents, including, but not limited to, private road maintenance agreements, development bonds, zoning and subdivision staff reports, tax refund letters, legal notices, etc.; (c) drafting of routine ordinance amendments and regular maintenance of the County Code to maintain compliance with state enabling legislation; (d) support of staff in enforcement of zoning, subdivision and other County Code violations (but not including court proceedings except as directed by the Commonwealth's Attorney); (e) assistance to staff regarding compliance with the Freedom of Information Act, and policies for records retention and policies for procurement; (f) preparation, review and execution of simple leases, simple deeds and other simple contracts which are not subject to the Virginia Public Procurement Act; and (g) occasional briefing/educational activities, including such things as updating the Board, Planning Commission and staff on matters such as zoning procedures and other legal matters. It shall also include attendance at regular meetings of the Board of Supervisors, the Planning Commission, the Board of Zoning Appeals and the building code board of appeals, with occasional attendance at special meetings and work sessions as directed by their respective chairmen or the County Administrator. It shall also include

attendance at occasional staff and other meetings, approximately twice per week, as scheduled in consultation with the County Administrator.

II. For other, non-routine services, which are particularly time-intensive and unpredictable, the County Attorney will bill the County by the hour at the rates set out below and will provide a monthly itemized list of fees and expenses. The additional services would include such things as the following:

- (a) real estate (including sales, acquisitions and other non-routine matters, such as the negotiation of telecommunications leases, etc., not covered in Section I. (f), above);
- (b) general procurement, reviewing/drafting contracts, memoranda of understanding/agreement, requests for proposals/bids not covered by Section I. (f), above;
- (c) litigation; and
- (d) special projects (such as comprehensive review/revision of major legislative projects including land use ordinances, comprehensive plan, exercises of the County's power of eminent domain, appearance before governmental bodies other than as provided in Section I., above, etc.).

Frederick W. Payne, county attorney	\$310
Donna R. DeLoria, deputy county attorney	\$275
William W. Tanner, deputy county attorney	\$255
Kristina M. Hofmann, deputy county attorney	\$230
Jeremy L. Boggs, assistant county attorney/associate	\$165
Paralegals	\$105
Assistants (when applicable)	\$ 75

When a matter involves travel outside the immediate Charlottesville area, the County will be charged for travel time (at the above-listed hourly rates) and mileage (at rates approved by the federal IRS) **except** that there will be no such charges for attendance at regular meetings of the Board of Supervisors and Planning Commission.

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

TAB J

MEETING DATE:	June 16, 2021																
AGENDA TITLE:	Proposed BOS Member Salary Increase																
MOTION(s):	<p>I move to approve a 6% pay increase for each Fluvanna County Board of Supervisors' member to the new pay rates of:</p> <table border="1"> <thead> <tr> <th><u>Position</u></th> <th><u>New Monthly</u></th> <th><u>New Annual</u></th> </tr> </thead> <tbody> <tr> <td>Chair</td> <td>\$901</td> <td>\$10,812</td> </tr> <tr> <td>Vice-Chair</td> <td>\$848</td> <td>\$10,176</td> </tr> <tr> <td>Members</td> <td>\$795</td> <td>\$ 9,540</td> </tr> </tbody> </table> <p>with such increase to be effective January 1, 2022.</p>					<u>Position</u>	<u>New Monthly</u>	<u>New Annual</u>	Chair	\$901	\$10,812	Vice-Chair	\$848	\$10,176	Members	\$795	\$ 9,540
<u>Position</u>	<u>New Monthly</u>	<u>New Annual</u>															
Chair	\$901	\$10,812															
Vice-Chair	\$848	\$10,176															
Members	\$795	\$ 9,540															
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):														
		X															
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other												
		X															
STAFF CONTACT(S):	Eric Dahl, County Administrator																
PRESENTER(S):	Eric Dahl, County Administrator																
RECOMMENDATION:	Approve																
TIMING:	Per State Code, must be approved prior to July 1, 2021.																
DISCUSSION:	<p>BOS member salaries were last increased in 2019. On May 1, 2019, the Board voted 3-2 (Eager, Weaver) to increase the pay of Supervisors, effective January 1, 2020, to:</p> <table border="1"> <thead> <tr> <th><u>Position</u></th> <th><u>Month</u></th> <th><u>Annual</u></th> </tr> </thead> <tbody> <tr> <td>Chair</td> <td>\$850</td> <td>\$10,200</td> </tr> <tr> <td>Vice-Chair</td> <td>\$800</td> <td>\$ 9,600</td> </tr> <tr> <td>Members</td> <td>\$750</td> <td>\$ 9,000</td> </tr> </tbody> </table> <p>A review of FY21 salaries for Board of Supervisors of surrounding and similar sized counties in the Commonwealth shows the following:</p>					<u>Position</u>	<u>Month</u>	<u>Annual</u>	Chair	\$850	\$10,200	Vice-Chair	\$800	\$ 9,600	Members	\$750	\$ 9,000
<u>Position</u>	<u>Month</u>	<u>Annual</u>															
Chair	\$850	\$10,200															
Vice-Chair	\$800	\$ 9,600															
Members	\$750	\$ 9,000															

	Group	July 1, 2020 Est. Pop.*	Chair	BoS	Chair Per Capita	BoS Per Capita												
	7 Local Counties Avg. (less Albemarle)	21,278	\$9,705	\$8,521	\$0.513	\$0.455												
	22 Counties 20K-35K Pop. Avg.	28,016	\$9,911	\$8,597	\$0.361	\$0.313												
	All 29 Counties Average	26,389	\$9,861	\$8,579	\$0.398	\$0.348												
	Fluvanna	27,202	\$10,200	\$9,000	\$0.375	\$0.331												
	<p>Staff recommends increasing the BOS pay by 6% to align per capita amounts with the “All 29 Counties Average” above. The average difference between “Fluvanna” current per capita amounts (\$0.375 Chair and \$0.331 BOS) and the “All 29 Counties Average” per capita amounts (\$0.398 Chair and \$0.348 BOS) is 5.56%.</p> <table border="1"> <thead> <tr> <th>Position</th> <th>Current Annual</th> <th>New Annual</th> </tr> </thead> <tbody> <tr> <td>Chair</td> <td>\$10,200</td> <td>\$10,812</td> </tr> <tr> <td>Vice-Chair</td> <td>\$ 9,600</td> <td>\$10,176</td> </tr> <tr> <td>Members</td> <td>\$ 9,000</td> <td>\$ 9,540</td> </tr> </tbody> </table> <p>The proposed pay increases and timing thereof complies with Virginia Code § 15.2-1414.2 - Salaries to be fixed by board; limits; reimbursement in addition to salary.</p>						Position	Current Annual	New Annual	Chair	\$10,200	\$10,812	Vice-Chair	\$ 9,600	\$10,176	Members	\$ 9,000	\$ 9,540
Position	Current Annual	New Annual																
Chair	\$10,200	\$10,812																
Vice-Chair	\$ 9,600	\$10,176																
Members	\$ 9,000	\$ 9,540																
FISCAL IMPACT:	Increase in costs of \$1,404 for the last six months of FY22; funds needed in FY22 will be covered with personnel savings. Total annual cost increase beginning in FY23 will be \$2,808.																	
POLICY IMPACT:	N/A																	
LEGISLATIVE HISTORY:	BOS member increases occurred January 1, 2008 and January 1, 2020. Raise proposal is in compliance with Virginia Code § 15.2-1414.2 - Salaries to be fixed by board; limits; reimbursement in addition to salary.																	
ENCLOSURES:	Virginia Code § 15.2-1414.2																	
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other													
	XX			XX														

State Code for BOS Compensation

§ 15.2-1414.2. Salaries to be fixed by board; limits; reimbursement in addition to salary.

The annual compensation to be allowed each member of the board of supervisors of a county shall be determined by the board of supervisors of such county but such compensation shall not be more than a maximum determined in the following manner. Prior to July 1 of the year in which members of the board of supervisors are to be elected or, if the board is elected for staggered terms, of any year in which at least forty percent of the members of the board are to be elected, the current board, by a recorded vote of a majority present, shall set a maximum annual compensation which will become effective as of January 1 of the next year.

Until the board is able to set a maximum compensation as provided above, the maximum compensations for the several counties shall be as authorized on July 1, 1981.

Any board of supervisors may fix a higher salary for the chairman, or the vice-chairman, or both, than for the other members of the board without respect to the limits herein set forth.

A member of the board of supervisors of any county may accept in lieu of salary, reimbursement for actual expenses incurred in maintaining an office and secretarial assistance necessary for the proper performance of his duties. Such reimbursement shall be subtracted from the amount of the salary due such official and the remaining sum shall be paid to him at his option; however, such expense shall not exceed the salary. In addition to the salary, members of each governing body may receive the same fringe benefits which are given to county employees generally, and all prior grants of such benefits are validated.

A county may provide a member of its board of supervisors in addition to salary, reimbursement for actual expenses incurred in purchasing, operating, maintaining and using a telephone, including a car telephone or other portable telephone, provided the expenses are attributable directly to the proper performance of the member's official duties.

No increase in the salary of a member of the board of supervisors shall take effect during the incumbent supervisor's term in office; however, this restriction shall not apply to boards of supervisors when the supervisors are elected for staggered terms nor to corrections to the above listed compensation.

FLUVANNA COUNTY BOARD OF SUPERVISORS
BCC APPOINTMENTS STAFF REPORT

TAB K

MEETING DATE:	June 16, 2021		
AGENDA TITLE:	Board, Commission, and Committee Appointments/Reappointments		
MOTION:	I move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s)/reappointment(s):		
Board/Commission/Committee	Appointee/Reappointee	Begins Term	Ends Term
JABA Advisory Council – Fluvanna Citizen Representative	Leslie Woodfolk <u>or</u> Gary Lynn Davis	07/01/2021	06/30/2023
Library Board of Trustees – At-Large position, Unexpired Term	Gene Ott	06/17/2021	06/30/2022
CARE Task Force – Columbia-area resident, business, and/or property owner members	1 of 8 (see candidates below)	07/01/2021	12/31/2021
CARE Task Force – Columbia-area resident, business, and/or property owner members	2 of 8 (see candidates below)	07/01/2021	12/31/2021
CARE Task Force – Columbia-area resident, business, and/or property owner members	3 of 8 (see candidates below)	07/01/2021	12/31/2021
CARE Task Force – Columbia-area resident, business, and/or property owner members	4 of 8 (see candidates below)	07/01/2021	12/31/2021
CARE Task Force – Columbia-area resident, business, and/or property owner members	5 of 8 (see candidates below)	07/01/2021	12/31/2021
CARE Task Force – Columbia-area resident, business, and/or property owner members	6 of 8 (see candidates below)	07/01/2021	12/31/2021
CARE Task Force – Columbia-area resident, business, and/or property owner members	7 of 8 (see candidates below)	07/01/2021	12/31/2021
CARE Task Force – Columbia-area resident, business, and/or property owner members	8 of 8 (see candidates below)	07/01/2021	12/31/2021

DISCUSSION:	<ul style="list-style-type: none"> - JABA Advisory Council – Vacant position beginning 07/01/2021 - Library Board of Trustees – Unexpired term beginning 07/01/2018 and ending 06/30/2022. - CARE Task Force – Applicants are applying for eight positions of the extended CARE Taskforce charter, with dates beginning July 1, 2021 and ending December 31, 2021.
ENCLOSURES:	Candidate Applications

BCC VACANCIES AND APPLICANTS				
BCC Vacancies	Applicants	Appt	District	Current BCC Appointments / Other Notes
JABA Advisory Council	Leslie Woodfolk	Appt	Palmyra	Vacant position beginning 07/01/2021
JABA Advisory Council	Gary Lynn Davis	Appt	Palmyra	Also serving on CPMT (Parent Rep.) and FPA (Palmyra District Rep.)
Library Board of Trustees– At-large	Gene Ott	Appt	Cunningham	Unexpired term beginning 07/01/2018 and ending 06/30/2022
CARE Task Force – Columbia-area resident, business, and/or property owner members	Darrick A. R. Mitchell	Appt	Columbia	Applying for extended CARE Taskforce charter dates beginning July 1, 2021 and ending December 31, 2021.
CARE Task Force – Columbia-area resident, business, and/or property owner members	Melanie Mitchell	Appt	Columbia	Applying for extended CARE Taskforce charter dates beginning July 1, 2021 and ending December 31, 2021.
CARE Task Force – Columbia-area resident, business, and/or property owner members	Maxine Baskfield-Spears	Appt	Columbia	Applying for extended CARE Taskforce charter dates beginning July 1, 2021 and ending December 31, 2021.
CARE Task Force – Columbia-area resident, business, and/or property owner members	Nash Kidd	Appt	Columbia	Applying for extended CARE Taskforce charter dates beginning July 1, 2021 and ending December 31, 2021.
CARE Task Force – Columbia-area resident, business, and/or property owner members	Pamela Brunk	Appt	Columbia	Applying for extended CARE Taskforce charter dates beginning July 1, 2021 and ending December 31, 2021.
CARE Task Force – Columbia-area resident, business, and/or property owner members	Jeffery Brunk	Appt	Columbia	Applying for extended CARE Taskforce charter dates beginning July 1, 2021 and ending December 31, 2021.
CARE Task Force – Columbia-area resident, business, and/or property owner members	Maureen Harris	Appt	Columbia	Applying for extended CARE Taskforce charter dates beginning July 1, 2021 and ending December 31, 2021.
CARE Task Force – Columbia-area resident, business, and/or property owner members	Paul D. Wylie, Jr.	Appt	Columbia	Applying for extended CARE Taskforce charter dates beginning July 1, 2021 and ending December 31, 2021.
CARE Task Force – Columbia-area resident, business, and/or property owner members	Edward H. Zimmer	Appt	Columbia	Applying for extended CARE Taskforce charter dates beginning July 1, 2021 and ending December 31, 2021.
CARE Task Force – Columbia-area resident, business, and/or property owner members	Melissa Kenney	Appt	Columbia	Applying for extended CARE Taskforce charter dates beginning July 1, 2021 and ending December 31, 2021.



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Leslie Woodfolk		Election <input type="checkbox"/> Columbia <input checked="" type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) [REDACTED]		Physical Address (if different)	
Years Lived in Fluvanna 52	Cell Phone – preferred? [REDACTED]	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): General studies fluvanna county high school Piedmont community college Charlottesville va American national college Charlottesville va			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Church member			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I love my county and want to give back to the community and I would like to see more growth in the county			
Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963 By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.			
Applicant's Signature <i>(Typing name below serves as digital signature)</i> Leslie Woodfolk		Date 4-20-2021	

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

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

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

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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

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



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Gary Lynn Davis, Jr.		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union <input checked="" type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) [REDACTED]		Physical Address (if different)	
Years Lived in Fluvanna 10	Cell Phone – preferred? [REDACTED]	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.): United States Army (2002-2006) Intelligence GEOINT Analyst (2003-Present) Dunedin High School Diploma (1996-1999) DeVry University (2012-2013) Piedmont Virginia Community College (2019-2020)			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Intelligence Working Groups (2016-Present)			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Volunteer Soccer Coach for Fluvanna Youth Soccer Association (FYSA) (3 or 4 seasons)			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I would like to help the community in any way that I can. Being a veteran, public service is nothing new but I have never done it at the community level like this.			
Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963 By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.			
Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date 8/21/2020	

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

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

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

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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

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

Updated: March 13, 2020

Name	Gary L. Davis, Jr	Company	Riverside Research
Labor Category		Work Location	Charlottesville, VA
Security Clearance	TS/SCI	Years of Experience	17
Special Qualifications	GEOINT Analysis (SAR, Spectral, Thermal), SOCET GXP, ENVI, RemoteView, GETS, NGDS, Microsoft Office (PowerPoint, Word, Excel)		
Education	Field of Study	Institution	Year
Associate of Applied Science	Information Systems Technology – Cybersecurity Specialization	Piedmont Virginia Community College	Expected 2021
Courses toward Bachelor of Science	Computer Information Systems (Computer Forensics)	DeVry University	Mon Year – Mon Year Mar 2012 – Dec 2012
Certifications and Training		Institution	Year
GEOINT Professional Certification Fundamentals (GPC-F)		NGA/NSG	2018
OJT		297th Military Intelligence Battalion, Fort Gordon, GA	2004
Imagery Analyst Course (96D)		Alpha 305, Fort Huachuca, Arizona	2003
On the Job Training (OJT)		3rd Military Intelligence Battalion, Korea	2003
Summary of Professional Experience			
<ul style="list-style-type: none"> • 17 years of diverse military and civilian experience in strategic and tactical analysis of many forms of imagery acquired through remote sensing. • Accomplished military operations specialist, experienced in instructing, maintenance, and standardization programs. • Proficient using Windows and UNIX based operating systems and Microsoft Office computer applications (PowerPoint, Word and Excel). • Skilled in analyzing and producing products from an integrated suite of multifunction sensors including: Synthetic Aperture RADAR, Infrared, Spectral and Geospatial. • Knowledgeable in the production, work flow, software, and hardware associated with processing, exploitation, and dissemination of GEOINT in support of national security. • Performs processing, exploitation, and interpretation of Multispectral (MSI), Thermal, and Synthetic Aperture Radar (SAR) data for a variety of defense intelligence applications. • Produces and delivers time dominant first phase, 2nd phase, and 3rd phase intelligence analysis. 			
Relevant Work History			
Riverside Research Charlottesville, VA		Remote Sensing Analyst Sep 2010 – Present	
<p>Mr. Davis provides direct support to the NGIC Applied Remote Sensing (NARS) at the National Ground Intelligence Center (NGIC); a national node under the Army National to Theatre (NTT) program and is the Army's center for spectral expertise. He performs in-depth exploitation of National and Theatre Derived GEOINT data providing single-source and fused products in support of ground requirements for the COCOMs, Joint Special Operations Forces, NGIC and the IC. He authors numerous high quality GEOINT reports and associated graphics in support of the NARS mission objectives. Mr. Davis is the NARS Assistant Production Manager where he ensures accurate reporting on Essential Elements of Information (EELs) from Request for Information (RFIs), meeting last time information is of value (LTIOV), and communicating with NARS Military and civilian customers. Mr. Davis is the Army NGIC Applied Remote Sensing (NARS) lead for a DIA Joint Working Group where he gives monthly briefings to his peers and seniors. Mr. Davis performs Quality Control (QC) on GEOINT reports to ensure accurate reporting and meeting the LTIOVs set by the customers. He operates with the following applications and tools necessary for Spectral analysis and production: Remote View, SOCET GXP, ENVI, NGDS, National Production Workshop (NPW), Web-based Access and Retrieval Portal (WARP) or the National Exploitation System (NES) and with standard office application software Microsoft Word, Excel, and</p>			

Power Point.	
Electronic Warfare Associates (EWA) / Information Infrastructure Technologies (IIT), 513th Military Intelligence Brigade Fort Gordon, GA	AGI/EOINT Senior Analyst Oct 2006 – Sep 2010
<p>Mr. Davis worked as a Supervisor for six GEOINT Analysts. He provided training support, which focused on increased hands-on experience to other analytical personnel on AGI software, capabilities, and techniques. He served as an AGI Analyst performing daily processing and exploitation of SAR and MSI data using AGI derived techniques to generate over 3500 high quality products, while conducting QC for over 3500 products produced by the analyst prior to delivery to the customer. He performed AGI analysis utilizing specialized software and techniques to process, analyze, and report findings from collection in support of Joint Intelligence AGI requirements from national and theater collection systems. He coordinated with local, theater and national requirements managers to ensure the effective utilization of collection assets (national and theater) in accomplishing the mission. He reviewed existing technical programs and capabilities and assessed the viability of these programs and their ability to meet current and future mission needs. He developed and maintained training plans and course material. He was responsible for the accuracy, production, and timeliness of various AGI products. He operated Remote View, SOCET GXP, ENVI, the Imagery Exploitation Support system (IESS), the National Exploitation System (NES) and with standard office application software Microsoft Word, Excel, and Power Point.</p>	
US Army, 513th Military Intelligence Brigade / 297th Military Intelligence Battalion Fort Gordon, GA	AGI/GEOINT Analyst Nov 2004 – Oct 2006
<p>Mr. Davis served as a MASINT Analyst performing daily processing and exploitation of SAR data using MASINT techniques to generate over 1500 high quality products. He possessed extensive knowledge of all the production and work flows associated with MASINT processing, exploitation, and dissemination. He interfaced with the Requirements Manager to determine priorities of production and to ensure that RFIs are understood and customer requirements are met for a full mission accomplishment. He assisted in training new MASINT analysts in the Tactics, Techniques, and Procedures associated with MASINT derived products. He conducted QC of products produced by the analyst prior to delivery to the customer.</p>	
US Army, Imagery Processing Cell, 3rd Military Intelligence Battalion Camp Humphries, South Korea	AGI/GEOINT Analyst Jul 2003 – Nov 2004
<p>Mr. Davis provided near-real time actionable intelligence for commanders as a member of a forward deployed support team as an Airborne Reconnaissance Support Team (ARST). He served as a Mission Analyst and Mission Supervisor for ground support to the ARL-M, an airborne multi-source collection platform, providing real time exploitation, data recording, and data links to ground/maritime stations and remote sensors. He was selected as a group subject matter expert, responsible for the training of incoming personnel and the advanced training of supervisors. He briefed mission capabilities, executions, and success rates to senior military officials (Captain, Warrant Officers and Lieutenant Colonel), flight crews, and civilian leaders. He provided Mission support and produced Collection requirements to units involved with the Moving Target Indicator (MTI) Missions and Day Time Electro-Optical Missions. He created Mission schedules for the Imagery Processing Cell (IPC) and implemented a comprehensive training program which focused on increased hands-on experience for trainees.</p>	
Significant Accomplishments	
<ul style="list-style-type: none"> ● Received a Riverside Research Intelligence Defense Solutions (IDS) Directors Impact Award ● First person (either Government or Contractor) to have a GEOINT/SAR product appear in a Presidential Daily Briefing from the NARS. ● Passed the GEOINT Professional Certification Fundamentals (GPC-F) Assessment ● Received the National Intelligence Meritorious Unit Citation ● Army NGIC Applied Remote Sensing (NARS) lead for a DIA Joint Working Group ● GEOINT product appeared in the classified DIA working group magazine ● Consistently demonstrates one of the lowest error rates on GEOINT products among over 25 analysts in my section. 	

Updated: March 13, 2020

- Authored over 800 GEOINT related intelligence reports with over 2,582 associated annotated images and graphics in support of the AGB NARS mission objectives.
- Entrusted to conduct GEOINT product Quality Control (QC) for the section. Conducted QC and released 2,355 GEOINT reports.
- Took on section production lead responsibilities during a high pace and high stress period when the team conducted split duties supporting PED production between two theaters of operations.



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Gene Ott		Election <input type="checkbox"/> Columbia <input checked="" type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) [REDACTED]		Physical Address (if different)	
Years Lived in Fluvanna 25	Cell Phone – preferred?	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): See resume			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Board Of Supervisors 2004 -2010, Chairman 2010; CPMT; Audit Committee; Emergency Service Director; County Finance Board; Transportation Safety Commission; Palmyra Wastewater Committee; Piedmont Work Force Council; Thomas Jefferson Planning Economic Development Committee; Water Committee			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): LOMA Finance Committee, Vice Chairman 1999-2003; Fluvanna Habitat For Humanity Board, five years; Fluvanna Calvary Chapel building committee and accountant; Contracting and supervising operations for Country Creek Way for acceptance into the VDOT road system as directed by the Fluvanna BOS; Coaching junior varsity football at the Covenant School.			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: Contribute to the operations of the county and use my experience wisely.			
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p><i>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</i></p>			
Applicant's Signature Gene F. Ott (From file)		Date May 10, 2020	

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

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

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

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only	
Application Received On:	May 10, 2020
Acknowledgement Sent:	May 11, 2020
Application Received By:	Caitlin Solis
Renewal Date:	Remarks:
Renewal Date:	
Renewal Date:	
Renewal Date:	

Gene F. Ott
243 Country Creek Way
Palmyra, Virginia 22963
(434) 589-4876

ACCOMPLISHMENTS

Elected twice as Fluvanna County Supervisor (Rivanna District)... Taught Accounting Information Systems (COMM 410) at University of Virginia, McIntire School of Commerce; taught accounting as a graduate assistant at Penn State, and then six semesters of Accounting and Economics at Tidewater and Craven Community Colleges... Chief Financial Officer (CFO) Fork Union Military Academy, coached football, wrestling, baseball... Held a series of demanding **leadership** roles from being Battalion Commander of my Penn State NROTC unit to achieving the rank of Captain, Supply Corps, U S Navy, with my final duty as the Deputy Commander of Defense Distribution Region East, the largest wholesale depot in the Department of Defense where I managed an organization of over 3800 people... **Innovator** Changed the shipment of member's personal property leaving Iceland from commercial ship to space available government air saving over two million dollars a year and providing much faster and safer delivery for our military personnel... **Accountable and responsible** supply officer at four major Navy commands and received seven personal and 20 total decorations... Western Pacific Data Systems **Project manager and software demonstrator** for two successful U S Air Force contract bids. Office manager and clerk for local organization using quick books and performing all office functions for two years.

PERSONAL STRENGTHS

Friendly personality... accounting, financial management, and logistics expertise... leadership/management skills... persuasive and entertaining public speaker and lecturer... sincere and encouraging listener... computer expertise... moral courage... ability to develop/execute programs/procedures based on management's policies and regulations.

EDUCATION

Master of Science, Accounting, Penn State University.
 Bachelor of Science, Accounting, Penn State University.
 Naval War College, Newport, RI, Senior Course.
 Various Navy business courses accumulating over two years classroom time.

EMPLOYMENT

From January 2004 to 2010, I was an elected official of the people of Fluvanna County as Fluvanna County Supervisor (Rivanna District). Was part of the six member governing body of the county. Produced budgets, set tax rates, set and administer zoning and other county

regulations. Served on a four year term with about 40 hours work per month... Also worked as office manager/bookkeeper for nonprofit company from March 2006 to November 2007.

From September 1999 to September 2002, first taught, counseled, and coached middle school cadets at Fork Union Military Academy. From December 2000 was the Chief Financial Officer (CFO) of the Academy. Produced and presented budget and financial statements to the Academy President and Board of Trustees. Managed over 100 employees in all the services activities of the Academy.

From January 1993 to May 1997 worked for Western Pacific Data Systems-La Jolla on the Government On-Line Data (GOLD) Logistics Software as a Project Manager and Senior Logistics Analyst. I performed on-site reviews of procedures and processes, prepared design studies, briefed management, conducted training, and assisted during initial installation of GOLD at customer sites. My clients included McDonnell Douglas Aircraft, Rockwell International, Lockheed Martin, Westinghouse, Pemco Aeroplex, the Malaysian Air Force, and the US Air Force.

From July 1967 - September 1991 was on active duty as a commissioned officer in the United States Navy attaining the rank of **Captain, Supply Corps, U.S. Navy** in 1988.

From March 1989 to September 1991 was a Senior Executive as the Deputy Commander, Defense Distribution Region East (DDRE) and Defense Depot Mechanicsburg, PA. DDRE was largest DOD wholesale depot with six million issues annually. Worldwide wholesale support of all commodity classes. Implemented the largest distribution center and the automated Integrated Material Complex (IMC) for the Department of Defense. Managed over 3800 employees at various remote locations. Managed base facilities including housing administration, dining areas, golf course, and a complete range of recreational facilities. Used automated accounting systems to monitor and manage financial as well as operational business cycle goals and objectives.

From July 1967 to March 1989 worked in a progression of operational positions in material management, inventory control, transportation, financial management, payroll, and retail support areas. Served in-country Vietnam. Always responsible for employee discipline and morale. Have extensive experience in using automated payroll, inventory, and general accounting systems.



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Darrick A. R. Mitchell		Election <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) [REDACTED]		Physical Address (if different)	
Years Lived in Fluvanna 7	Cell Phone – preferred? [REDACTED]	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.): Hampden Sydney College '99 Louisiana State University '97			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: I am currently on the Board of the Center for Rural Culture as well as in an advisory role with the Boards of Fall Line Farms and Local Roots, the largest online farmers market in Richmond.			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): My friends and faith are a private matter.			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: My goal is to help transform Columbia into a place we can be proud of.			
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p><i>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</i></p>			
Applicant's Signature <i>(Typing name below serves as digital signature)</i> Darrick Addison Rosser Mitchell		Date June 7, 2021	

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

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

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

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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

Office Use Only	
Application Received On: 6-7-2021	Application Received By: Leontyne Peck
Acknowledgement Sent:	
Renewal Date:	Remarks:
Renewal Date:	
Renewal Date:	
Renewal Date:	



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Melanie Mitchell		Election <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) [REDACTED]		Physical Address (if different)	
Years Lived in Fluvanna 7	Cell Phone – preferred? [REDACTED]	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): Paralegal at Harman, Claytor, Corrigan & Wellman, 1999 to present Louisiana State University, B.A., English, 1993			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Active participant since inception, Columbia Area Renewal Effort			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Member and vestry secretary, St. John's Episcopal Church, Columbia, 2020 to present Center for Rural Culture, volunteer for various activities (online farmers' market, social events/fundraisers, workshops), 2017 to present Rassawek, volunteer for various events (festivals, social events), 2017 to present			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: As a resident of Columbia, I am interested in continuing efforts to improve the town and engage the community in improvement and preservation efforts. This is the place I call "home" and I have a strong desire to be active in any efforts to fight blight and unite my neighbors to make this a thriving and relevant part of the county. Resume, education			
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</p>			
Applicant's Signature <i>(Typing name below serves as digital signature)</i> Melanie C. Mitchell		Date June 7, 2021	

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

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

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

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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

Office Use Only		
Application Received On:	6-7-2021	Application Received By: Leontyne Peck
Acknowledgement Sent:		
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Maxine C Baskfield-Spears		Election <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) [REDACTED]		Physical Address (if different)	
Years Lived in Fluvanna 5	Cell Phone – preferred? [REDACTED]	Home Phone – preferred? [REDACTED]	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.): Fluvanna County High School 1971 Virginia State College (University) 1975; Cum Laude; Special Education University of Virginia 1991; Special Education-Learning Disabilities; Behavioral Disorders Regent University- additional coursework Early Childhood Education (Christian Education) Walden University-additional coursework Early Childhood Education Teacher in Albemarle County 1975-1977 Teacher in City of Charlottesville 1978-2016 (Special Education-Autism, Learning Disabilities, Behavioral Disorders, Mild and Moderate Cognitive Disabilities; and Reading General Education) Private Tutor-Champion Tutoring			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: None.			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): <small>NAACP (current member) Delta Sigma Theta Sorority, Inc. Previous positions held: Financial Secretary; Fundraising Chairperson; and Facilitator of Delta Academy for Teenage Ladies); currently serving on Education Committee (currently) United Methodist Women-Palmyra United Methodist Church (currently) Program Coordinator Haden Chapel United Methodist Church (currently) Sunday School Teacher Columbia Baptist Church (currently) In the past, I served on the Columbia Interfaith Council for four years. As a member of this group, I helped to plan and execute our participation in the Relay for Life (for 2 years) and was actively involved in planning the annual Columbia Day picnic and activities. I write a monthly column for a church newsletter in Louisa, VA</small>			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I feel that I have a unique perspective that can make a difference in this community. I was raised in Fluvanna County. Although I moved to Charlottesville upon completion of my college education, I remained active in the Columbia community. I have always maintained a presence in his community. Fluvanna has resources and access to resources that can be utilized to enrich the lives of its seniors. I would like to play a role in increasing access to enriching activities to keep our seniors active and vital. This would include but not be limited to improved services for health and wellness; greater access to educational opportunities; increased awareness of volunteer opportunities; as well as the creation of additional opportunities for volunteerism. I am a good listener who is accustomed to working with people of all ages and backgrounds. I am friendly and flexible. Although I am an older citizen, I embrace and adapt well to new ideas and to more innovative ways of accomplishing tasks. I stay abreast of the most current trends in society (which is not to say I jump on every bandwagon that comes along). Instead, I am open to studying and carefully evaluating what is best for the situation. Times and needs change and we must be ready to face the challenges of a rapidly evolving world. Now is the time to bring about needed change to meet the needs of Fluvanna and its citizens. I feel that I am the person to make contributions to this county.			
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</p>			
Applicant's Signature Maxine C Baskfield-Spears (from file)		Date May 17, 2021	

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

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

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

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only	
Application Received On: 5/17/2021	Application Received By: Caitlin Solis
Acknowledgement Sent:	
Renewal Date:	Remarks:
Renewal Date:	
Renewal Date:	
Renewal Date:	

MAXINE C. BASKFIELD-SPEARS

PROFILE

- **Caring teacher with 41 years of experience: Virginia Teaching Certificate (N-12: Learning Disabilities, Intellectual Disabilities, and Emotional Disorders), Autism Spectrum Disorders**
- **Strong background in elementary education, reading, and language arts.**
- **Dedicated to creating stable learning environments and inspiring students to do their best.**

EDUCATION

MASTER OF EDUCATION (1991)

University of Virginia, Charlottesville, Virginia 22903

Major: Specific Learning Disabilities

Minor: Emotional Disorders

BACHELOR OF SCIENCE (1975)

Virginia State College, Petersburg, Virginia 23803

Major: Special Education (Mental Retardation)

FURTHER STUDY

Regent University, Virginia Beach, VA

Walden University, (30+hours)

TEACHING EXPERIENCE

Charlottesville Public Schools, Charlottesville, Virginia (1978-2016)

Self-contained teacher (Mild Disabilities, Moderate Disabilities, Severe/Profound

Disabilities, Learning Disabilities, Developmental Delay, Other Health Impaired, and Autism)

Taught reading, math, science, social studies, and language arts

Resource Teacher K-4 Special Education and General Education Reading/Language Arts

SPECIAL PROJECTS

Prepared objectives and outlines for courses of study and assisted in developing curriculum

Served as a mentor teacher to UVA Practicum Students and Student Teachers

Mentored students as part of an SOL assistance program

CEA School Representative (1992-2002)

School Representative to the Teacher/Administrator Concerns Committee
Financial Secretary (Delta Sigma Theta Sorority, Inc. 1990-1992)
Fundraising Chairperson (Delta Sigma Theta Sorority, Inc. 1990-1992)
Delta Academy Chairperson (Delta Sigma Theta Sorority, Inc. 2003-2007)
Youth Sunday School Teacher Columbia Baptist Church (2003-Present)
Columbia Baptist Church Program Chairperson (2003-2007)
Youth Advisor Haden Chapel United Church (2015-present)
Special Project Fundraising Palmyra United Methodist Church
Steering Committee Women's Retreat Palmyra United Methodist Church

AFFILIATIONS

National Education Association, Virginia Education Association, Charlottesville Education Association, Delta Sigma Theta Sorority, Inc., Columbia Baptist Church, Haden Chapel United Methodist Church, Palmyra United Methodist Church Women's Ministry, Council for Exceptional Children, National Black Child Development Institute, Fluvanna Community Volunteer Advisory Group, Kappa Delta Pi, National Association for the Education of Youth and Children

Address

* 1596 Stage Junction Road Columbia, Virginia 23038
* (434) 842-3886 (H) (434) 996-4113(Cell)
E-mail - mcbspears@excite.com or mcbspears13@gmail.com



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Nash L. Kidd		Election <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) [REDACTED]		Physical Address (if different) [REDACTED]	
Years Lived in Fluvanna 74	Cell Phone – preferred? [REDACTED]	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.): 48 year banking career from June 1965 to May 2013. Rose to the level of Vice President in commercial lending of a 1 billion dollars plus organization. Education to include high school diploma plus many years of college equivalent courses during my banking career.			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Former Board Member of Goochland YMCA			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Deacon at Memorial Baptist Church in Columbia, Va. Former President of Goochland Lions Club. Former member of Columbia Town Council			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: To lend whatever skills and knowledge I may possess to the improvement, resurrection, and vitality to the Town of Columbia			
Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963 By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.			
Applicant's Signature <i>(Typing name below serves as digital signature)</i> Nash L. Kidd		Date 5-21-2021	

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

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

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

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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

Office Use Only		
Application Received On:	5-21-2021	Application Received By: Leontyne Peck
Acknowledgement Sent:	5-24-2021	
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Pamela Brunk		Election <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) [REDACTED]		Physical Address (if different)	
Years Lived in Fluvanna 1.5	Cell Phone – preferred? [REDACTED]	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.): Air Traffic Control-retired BS Air Traffic Control Management			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: None			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): None			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: As fairly recent residents to Fluvanna county near Columbia, my husband and I feel that we would be able to and would want to assist in the betterment of our local community. This mainly would be contributing to the CARE task force in whatever manner is needed of us.			
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</p>			
Applicant's Signature <i>(Typing name below serves as digital signature)</i> Pamela Ann Brunk		Date 05-21-2021	

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

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

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

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

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



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Jeffrey Brunk		Election <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) [REDACTED]		Physical Address (if different)	
Years Lived in Fluvanna 1.5	Cell Phone – preferred? [REDACTED]	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): Randolph Technical College - class of 1985, Commercial Graphics Appalachian State University- 1986-1987 30 years outside sales experience (both as representative and manager for national and international organizations) Art and production director for Winston Cup Scene (NASCAR), Baseball America Usui Reiki Master and Shamanic Practitioner			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Nothing relevant			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): In the past - Stephen Minister, pastor-parish committee, Walk to Emmaus, choir. Currently ordained as minister			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: Betterment of community and expansion of Fluvanna historic preservation Resume, education, etc. (optional): Boards, Commissions, Committees:			
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</p>			
Applicant's Signature Jeffrey Brunk		Date 5-24-2021	

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

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

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

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only		
Application Received On:	5-24-2021	Application Received By: Leontyne Peck
Acknowledgement Sent:	5-24-2021	
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Maureen Harris		Election <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) [REDACTED]		Physical Address (if different)	
Years Lived in Fluvanna 2	Cell Phone – preferred? [REDACTED]	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.): I hold a Masters Degree in Admin and Supervision. I worked in public schools for 35 years and have been an administrator at 2 elementary schools in Henrico. I am recently retired from education			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): I currently belong to St. John's Episcopal church in Columbia. I serve on the Vestry and participate in the Columbia area food distribution monthly. I also have been serving on the Columbia Area Cares Committee since moving to Columbia two years ago.			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I live in Columbia and want to see some positive changes made to the area. I care about my community and my neighbors and believe it is all of our responsibility to help where we can.			
Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963 By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.			
Applicant's Signature <i>(Typing name below serves as digital signature)</i> Maureen Harris		Date June 3, 2021	

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

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

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

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
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5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only		
Application Received On:	June 2, 2021	Application Received By: Leontyne Peck
Acknowledgement Sent:	June 3, 2021	
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Paul Douglas Wylie, Jr.		Election <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) [REDACTED]		Physical Address (if different)	
Years Lived in Fluvanna 10	Cell Phone – preferred? [REDACTED]	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.): BA-Econ Retired Sr bank examiner after over 35 years in bank supervision with the Federal Reserve Bank of Richmond			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: None Listed			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): None Listed			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: Upon moving to Fluvanna the need for attention to the condition in downtown Columbia was obvious. Improvement is noted however the potential to provide a gateway to the county is a project that needs continued attention			
Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963 By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.			
Applicant's Signature (Typing name below serves as digital signature) Paul D. Wylie, Jr.		Date June 8, 2021	

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

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

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

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Acknowledgement Sent:		
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Applicants are considered as vacancies occur and your application will be kept on file for three years.

Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services. Before completing the application, please review the membership requirements for the Board, Commission, or Committee for which you are interested. Applicants who do not meet membership requirements will not be put forward for consideration.

Name: Edward Zimmer	Election: <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience. You may also provide a resume/CV.): Columbia District Planning Commission member	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: None on application	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): None on application	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I'm this instance, as the Columbia PC rep, I hope to be of assistance to the CARE Task Force	

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**PLEASE INDICATE BELOW THE BOARDS, COMMISSIONS, OR COMMITTEES (BCC)
ON WHICH YOU WISH TO SERVE.**

X	BCC	X	BCC	X	BCC
	Agricultural/Forestral District Advisory Committee		Finance Board		Piedmont Virginia Community College (PVCC) Board
	Board of Equalization (BOE)		Fluvanna Partnership for Aging Committee (FPA)		Planning Commission (PC)
	Board of Zoning Appeals (BZA)		Fork Union Sanitary District (FUSD) Advisory Committee		Region Ten Community Services Board
	Building Code of Appeals Board		James River Water Authority (JRWA)		Rivanna River Basin Commission
	Central Virginia Regional Jail (CVRJ) Authority		JAUNT Board		Social Services Board
X	Columbia Task Force (CARE)		Jefferson Area Board of Aging (JABA) Advisory Council		Thomas Jefferson Planning District Commission (TJPDC)
	Community Policy & Management Team (CPMT)		Jefferson Area Board of Aging (JABA) Board of Directors		Thomas Jefferson Water Resources Protection Foundation
	Economic Development Authority (EDA)		Library Board of Trustees		
	Economic Develop. & Tourism Advisory Council (EDTAC)		Monticello Area Community Action Agency (MACAA)		
	Family Assessment and Planning Team (FAPT)		Parks & Recreation Advisory Board (RAB)		

Submit by email (clerk@fluvannacounty.org) or mail to:

County of Fluvanna, Attention: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963

By signing below you are indicating that you have read and understand the Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.

In accordance with Virginia Code §2.2-3705.1, by submitting this application, it is presumed that you are providing your personal contact information to be used for communicating with the County, and unless otherwise indicated by you, your personal contact information will not be shared publicly.

Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	
Edward H. Zimmer		June 8, 2021	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
[REDACTED]		[REDACTED]	
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
12	[REDACTED]		[REDACTED]
Office Use Only			
Application Received On:	June 8, 2021	Application Received By:	
Acknowledgement Sent:	June 8, 2021	Leontyne Peck	
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

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Name: Melissa Kenney	Election <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience. You may also provide a resume/CV.): B.A. History, University of Virginia 2001	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Columbia Task Force	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Member of St. Joseph Catholic Church, Columbia, VA	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I would like to be reappointed to the Columbia Task Force.	

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ON WHICH YOU WISH TO SERVE.**

X	BCC	X	BCC	X	BCC
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	Board of Equalization (BOE)		Fluvanna Partnership for Aging Committee (FPA)		Planning Commission (PC)
	Board of Zoning Appeals (BZA)		Fork Union Sanitary District (FUSD) Advisory Committee		Region Ten Community Services Board
	Building Code of Appeals Board		James River Water Authority (JRWA)		Rivanna River Basin Commission
	Central Virginia Regional Jail (CVRJ) Authority		JAUNT Board		Social Services Board
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Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	
Melissa Kenney (from file)		6/8/2021	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
[REDACTED]		[REDACTED]	
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
15	[REDACTED]		[REDACTED]
Office Use Only			
Application Received On:	6/8/2021	Application Received By:	
Acknowledgement Sent:	6/9/2021	Caitlin Solis	
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

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

TAB L

MEETING DATE:	June 16, 2021				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors June 2, 2021 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday, June 2, 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 June 2, 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
June 2, 2021
Regular Meeting 4:00pm

MEMBERS PRESENT:

John M. (Mike) Sheridan, Columbia District, Chair (*entered meeting at 4:22pm*)
 Tony O'Brien, Rivanna District, Vice Chair (*entered meeting at 4:02pm*)
 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 4:00pm Supervisor Booker called to order the Regular Meeting of June 2, 2021.
 After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

Mr. Dahl asked to add a few items to the agenda:

Under Unfinished Business, he added Board of Supervisors' Salary and the Coves at Monticello. Under New Business, Mr. Dahl added purchasing limits.

- *Upon entering the meeting at 4:02pm, Mr. O'Brien took over as Vice Chair in Mr. Sheridan's absence, allowing Mrs. Booker to make the following motion.*

MOTION:	Accept the Agenda, for the June 2, 2021 Regular Meeting of the Board of Supervisors, as amended.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion				Second
VOTE:	Yes	Yes	Yes	Absent	Yes
RESULT:	4-0				

4 - COUNTY ADMINISTRATOR'S REPORT

Mr. Dahl reported on the following topics:

Announcements and Updates – New Employee

- William White, Deputy in Training, Sheriff's Office, Started May 26th

Spotlight on Business:

DJ's Unique Finds Consignment & Thrift Shop

- Grand Opening was May 29.
- Located in Crofton Plaza, 100-A Crofton Plaza (across from the gas station)
- This is the store owner's second business #fromFluvanna. Delores "DJ" Hubert-Christmas also operates DJ's Unique Services, a cleaning company.
- You can find both businesses on the BuyfromFluvanna.org business directory.

Fluvanna Welcomes Stewart Tool Company!

- Governor Northam announced Stewart Tool Company, a California company, will add an east coast operation at 61 Edgecomb Road (former Kloeckner Metals) in Zion Crossroads.
- Stewart Tool will add 22 jobs over three years and invest \$9.1 million.
- Stewart Tool's Fluvanna operation will be led by the family company's third generation.

COVID Vaccine Summary Fluvanna:

- Vaccine Fully Administered – 25,782
- People with at least one dose – 14,953
- People fully vaccinated – 12,028
- Percent of Virginia population with at least one dose – 54.8%
- Percent of Virginia population fully vaccinated – 44.1%

Board of Supervisors Minutes

Next BOS Meetings:

Day	Date	Time	Purpose	Location
Wed	Jun 16	7:00 PM	Regular Meeting	Library
Wed	July 7	4:00 PM	Regular Meeting	Library
Wed	July 7	7:00 PM	Regular Meeting	Library

5 - PUBLIC COMMENTS #1

At 4:08pm, Vice Chair O'Brien opened the first round of Public Comments.

- Lois Fulks, 331 Oak Creek Rd, Spoke in opposition of the Ballenger Bluff subdivision.
- Susan Scofield, 111 Fairview Ln, spoke in opposition of the Ballenger Bluff subdivision.

With no one else wishing to speak, Vice Chair O'Brien closed the first round of Public Comments at 4:18pm.

6 - PUBLIC HEARING - None.

7 - ACTION MATTERS

Authorization to Advertise a Public Hearing – Proposed Amendment to County Code to add Section 8-7 – Eric Dahl, County Administrator and Eric Hess, Fluvanna County Sheriff

- This ordinance permits deputy sheriffs to apply to the Sheriff for approval to work off-duty.
- The Sheriff will have the authority to approve or deny the request, and may create reasonable rules, regulations and conditions for working off-duty. Deputies will only perform security, traffic-control, and other law enforcement functions.
- An application process and employment agreement will ensure the off-duty work does not interfere with a deputy's duties to the County or ability to respond to an emergency.

MOTION:	Approve County Staff and the County Attorney to prepare and advertise a Notice of a Public Hearing to be held on July 7, 2021, at 7:00 pm, for a proposed amendment of the County Code to add Section 8-7. Employment of off-duty deputy sheriffs, which will allow deputies to work private events off-duty.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second	Motion			
VOTE:	Yes	Yes	Yes	Absent	Yes
RESULT:	4-0				

- Chair Sheridan entered the meeting at 4:22pm

CARE Task Force Charter Extension – Eric Dahl, County Administrator

- The CARE Task Force was established by the BOS on July 5, 2017.
- The Task Force Charter was previously extended from Dec 31, 2017 until June 30, 2018, July 1, 2018 until June 30, 2019, July 1, 2019 to June 30, 2020 and again from July 1, 2020 to June 30, 2021
- The Task Force requests to continue work through December 31, 2021

MOTION:	Approve a six-month extension of the CARE Task Force Charter until December 31, 2021.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion		Second		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Authorized Salaries of General Registrar and Local Electoral Board Members 2021-2022 – Donna Snow, HR Manager

Background:

- The Code of Virginia (§ 24.2-108 and § 24.2-111) mandates the governing body of each county or city to pay compensation to their general registrar and electoral board members in accordance with the compensation expense plan established in the 2021 Virginia Acts of Assembly (Chapter 552).
- The local governing body will be reimbursed by the Department of Elections for state authorized salary payments to the extent of funds provided in the 2021 Virginia Acts of Assembly (Chapter 552).
- The authorized salary takes into account changes made by the General Assembly and Governor to adjust General Registrar salaries to equal the salaries for Local Treasurers as established under Item 74 of the appropriation act.

Board of Supervisors Minutes
Salary Change:

General Registrar Salary	State Reimbursed	Fluvanna Supplement	Total Salary
FY21	\$ 54,123	\$ 11,107	\$ 65,230
FY22 base	\$ 83,484	\$ 0	\$ 83,484

BOS Direction:

- Does the General Registrar qualify for the FY22 5% staff COLA?
 - If she was a new employee hired March 1, 2021, she wouldn't qualify.
 - If she was an existing employee moving into a different position, she would qualify.
 - Regarding the new salary change, the Commonwealth is increasing the base salary to higher level with no supplement required from the County.
 - The County has supplemented the General Registrar salary previously, as well as other state supported local employees.
 - The FY22 budget did include \$3,261 COLA based on the General Registrar's previous salary.
 - If the BOS provides a 5% COLA, an additional \$913 would be required above what is already in the FY22 budget.
 - With existing vacancies, any increase could be offset within the FY22 Budget.

MOTION:	Approve a supplemental appropriation of \$18,548 in the Registrars FY22 Budget from the Department of Elections state funding increase for the General Registrar and Electoral Boards annual salary, as mandated and established in the 2021 Virginia Acts of Assembly Chapter 552.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion		Second		
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)/reappointments(s):			
BOARD/COMMISSION/COMMITTEE	APPOINTEES	APPT/REAPPT	BEGINS TERM	ENDS TERM
Agricultural-Forestal District Advisory Council – <i>Land Use</i>	Deborah Murdock	Reappoint	07/01/2021	06/30/2025
Economic Development and Tourism Advisory Council (EDTAC) – <i>Business Representative</i>	Nina Monroe	Reappoint	07/01/2021	06/30/2024
Fluvanna Partnership for Aging (FPA) – <i>At-Large</i>	Edna C. Harris	Appoint	06/05/2021	12/31/2021
JABA Board of Directors – <i>Fluvanna Citizen Representative</i>	Paul Bevins	Reappoint	07/01/2021	06/30/2023
JAUNT Board - <i>Fluvanna Representative</i>	Harold E. Morgan	Reappoint	07/01/2021	06/30/2024
Library Board of Trustees – <i>At-large</i>	Edna C. Harris	Appoint	07/01/2021	06/30/2025
Planning Commission – <i>Fork Union District Representative</i>	Lewis Johnson	Reappoint	07/01/2021	06/30/2025
Social Services Board – <i>Fork Union District Representative</i>	Deborah Johnson	Reappoint	07/01/2021	06/30/2025
Thomas Jefferson Water Resources Protection Foundation – <i>Fluvanna Citizen Representative</i>	John Easter	Reappoint	02/01/2020	01/31/2024
Parks and Recreation Advisory Board (RAB) – <i>At-large position</i>	Sandra L. Patterson	Appoint	06/05/2021	06/30/2022

Board of Supervisors Minutes

MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Motion	Second		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

8 - PRESENTATIONS

Children's Services Act - Semi-Annual Update – Bryan Moeller, CSA Coordinator
FY 2021 Spending (As of 5/31/2021)

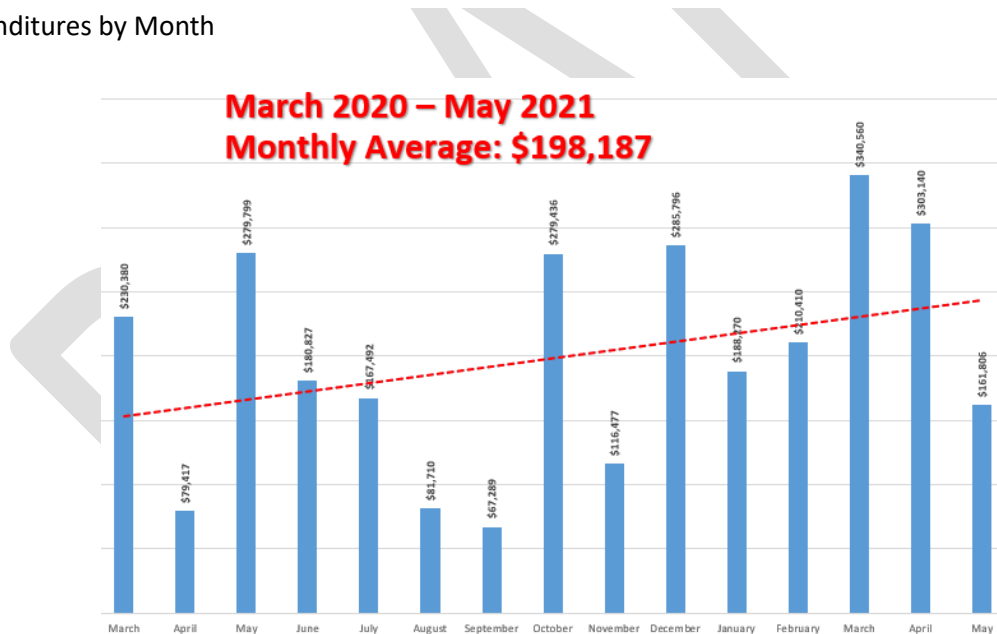
FY21 CSA Purchase of Services (POS)

- Adopted Spending Authority: \$3,034,170
- Expenditures + Encumbrances: \$2,860,340
- Remaining Balance: \$173,830

CSA Expenditure History (Purchase of Services)



CSA Expenditures by Month



Educational Day Placements expenses 15% higher in FY 2021 vs FY 2020 (\$893,815 vs \$776,910)

Treatment Foster Care expenses doubled year over year (\$195,078 vs 96,807)

Annual survey completed by a locality's Community Policy and Management Team (CPMT), to identify services that are either not present or at inadequate levels to address specific service needs ("service gap")

Fluvanna County's CPMT identified 5 service gaps:

1. Family Foster Care Homes
2. School-based Mental Health Services
3. Substance Abuse Counseling/Treatment
4. Medication Management
5. Intensive Care Coordination

Board of Supervisors Minutes

Effective July 1, 2021:

- Family First Prevention Services Act
 - Funding for Evidence-Based Practices for families whose children are at risk of entering foster care
 - May increase residential costs for some foster care children
- HB 2117
 - Requires a plan be developed to transfer CSA funds for educational placements to the Department of Education
 - Impact on local portion of this funding to be determined

3 new case manager positions added

- Fluvanna County Public Schools – 2
- Social Services – 1

All seats on both the Community and Policy Management Team and the Family Assessment and Planning Team are filled (No vacancies)

Effective Feb 1, 2021, the Community and Policy Management Team now seat two Family Assessment and Planning Teams (FAPTs)

New CSA Program Assistant Position

9 - CONSENT AGENDA

The following items were approved under the Consent Agenda for June 2, 2021:

- Minutes of May 19, 2021 – Caitlin Solis, Clerk to the Board of Supervisors
- ZXR Sargent Corp Change Order 3 – Cyndi Toler, Purchasing Officer

MOTION:	Approve the consent agenda, for the June 2, 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

Board of Supervisors Salary – Eric Dahl, County Administrator

- The Board directed staff to bring a presentation and motion to the June 16, 2021 meeting.

Coves at Monticello – Eric Dahl, County Administrator

- Staff will reach out to the developer to see if they would like to present during the July 7, 2021 meeting.

11 - NEW BUSINESS

Small Purchasing Limits – Cindy Toler, Purchasing Officer

- Requesting a change of purchasing limits to lessen the involvement from the County Attorney’s office
- Solicitations are a large percent of the cost and time.
- The Board directed staff to bring a presentation forward at a later meeting

12 - PUBLIC COMMENTS #2

At 5:39pm Chair Sheridan opened the second round of Public Comments.

- Lois Fulks, 331 Oak Creek, thanked the Board for the opportunity to speak and spoke in opposition of the Ballenger Bluff Subdivision.

With no one else wishing to speak, Chair Sheridan closed the second round of Public Comments at 5:45pm.

13 - CLOSED MEETING

MOTION:	At 5:45pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1 & A.3 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel and Real Estate.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	At 7:44pm, 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				
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	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, June 2, 2021 at 7:45pm.				
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

DRAFT

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

TAB M

MEETING DATE:	June 16, 2021				
AGENDA TITLE:	AG Dillard Change Order # 7				
MOTION(s):	I move the Board of Supervisors Ratify the Zion Crossroads Water and Sewer Change Order #7 with AG Dillard with a Decrease in cost of \$19,504.00.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		C9
	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"> • The following were design and construction changes that became necessary in order to continue work on the waterline and forced main <ul style="list-style-type: none"> - Removal of Bid Item 25 Excavation of Rock Material which was not needed (\$21,450.00 credit) - Sewer metering manhole cable changes (\$1,946.00; 56 days to Ph2 SC for delivery delays) <ul style="list-style-type: none"> • This change was required by DOC and added 56 days to Substantial completion for the sewage system because of parts delays. • They change order was signed and approved prior to board approval to eliminate further delays in completion. 				
FISCAL IMPACT:	A Decrease contract cost of \$19,504.00 in ZXR Budget				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Zion Crossroads Water and Sewer Change Order #7				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

Change Order

No. 7

Date of Issuance: 6/2/21 Effective Date: _____

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

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

Description:

Removal of Bid Item 25 Excavation of Rock Material which was not needed (\$21,450.00 credit)
 Sewer metering manhole cable changes (\$1,946.00; 56 days to Ph2 SC for delivery delays)

Attachments (list documents supporting change):

AG Dillard Change Order 7 Breakdown

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 4,993,625.43

Increase/Decrease from previously approved Change Orders No. 01 to No. 06:

\$ 204,830.04

Contract Price prior to this Change Order:

\$ 5,198,455.47

Increase/Decrease of this Change Order:

\$ 19,504 credit

Contract Price incorporating this Change Order:

\$ 5,178,951.47

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion Phase 1 (days): 360

Substantial completion Phase 2 (days): 540

Ready for final payment (days): 600

Increase/Decrease from previously approved Change Orders No. 01 to No. 06:

Substantial completion Phase 1 (days): 64

Substantial completion Phase 2 (days): 39

Ready for final payment (days): 39

Contract Times prior to this Change Order:

Substantial completion Phase 1 (days): 424

Substantial completion Phase 2 (days): 579

Ready for final payment (days): 639

Increase/Decrease of this Change Order:

Substantial completion Phase 1 (days): 0

Substantial completion Phase 2 (days): 56

Ready for final payment (days): 56

Contract Times with all approved Change Orders:

Substantial completion Phase 1 (days): 424

Substantial completion Phase 2 (days): 635

Ready for final payment (days): 695

RECOMMENDED:

By: ML
Engineer (Authorized Signature)

Date: 6/3/21

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

A.G. Dillard, Inc.
 P.O. Box 7427
 Charlottesville, VA 22906
 Pho: (434) 977-3750
 Cell: (434) 989-0044
 Fax: (434) 979-8026
 www.agdillard.com



Wednesday, June 2, 2021

Job: **Fluvanna County Water & Sewer Systems – CO 007**

Scope: **Revised meter location caused an extra mobilization, labor, and materials from the electrician and a longer Ultra Sensor cable.**

Cost: **\$1,946.00**

Breakdown:

Change Order 007 - Metering Manhole Sensor Change			\$1,946.00
Item	Quantity	Unit Cost	Subtotal
<u>Metering Manhole</u>			
75' Sensor Cable	1	\$ 1,446.00	\$1,446.00
Extra Electrician Mobilization/Labor/Materials	1	\$ 500.00	\$ 500.00

Thank you for the opportunity to work on this project. Please call me at 434-977-3750 if you have questions, or sign approving this change to the contract in order to authorize AG Dillard to proceed.

Approved Change by AG Dillard

By: _____

Name Joshua W. Rector

Title Vice President of Business Development

Date _____

Approved Change by Contract Owner/Agent

By: _____

Name _____

Title _____

Date _____

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

TAB N

MEETING DATE:	June 16, 2021				
AGENDA TITLE:	Law Enforcement Support Technician Job Description				
MOTION(s):	I move the Board of Supervisors approve the Job Description for the Law Enforcement Support Technician.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Donna Snow, HR Manager				
PRESENTER(S):	Donna Snow, HR Manager				
RECOMMENDATION:	Approve the job description for the Full Time Law Enforcement Support Technician approved by the BOS for FY22				
TIMING:	Immediate				
DISCUSSION:	The Law Enforcement Support Technician is the Admin position with the Sheriff's office, which was approved as part of the FY22 Staffing positions approved by the Board of Supervisors.				
FISCAL IMPACT:	Accounted for in FY22 budget				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Law Enforcement Support Technician Job Description				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				X	



Fluvanna County, Virginia
Sheriff's Office
Job Description

LAW ENFORCEMENT SUPPORT TECHNICIAN

Job Class #:	[REDACTED]
Pay Grade:	11
Category:	Full-time (with benefits)
FLSA Status:	Non-Exempt
Reports To:	Chief Deputy

SUMMARY

Performs work as a civilian employee of the sheriff's office in a technical support capacity under regular supervision. Enters data and documents into agency records management system and other databases. Complies reports. Assist in video evidence management for in-car and body-worn camera systems. Liaisons with Commonwealth's Attorney's Office. Performs related work as required.

ESSENTIAL FUNCTIONS

- Follows agency general orders, rules, and regulations and adheres to the Law Enforcement Code of Ethics.
- Assists agency in support operations and functions.
- Processes confidential law enforcement data.
- Accesses and retrieves evidentiary body-camera and in-car videos.
- Conducts public service fingerprinting as needed.
- Liaisons with Commonwealth's Attorney's Office to facilitate the transfer of records, data, and video.
- Performs data entry of criminal processes such as traffic tickets, summons, and warrants.
- Scans documents into agency record management system.
- Reviews reports to ensure all documentation is properly entered into the records management system.
- Performs crime prevention and public relations functions when assigned.
- May serve as the initial point of contact for non-custodial citizens who enter the lobby.
- Collects and processes data for weekly, monthly, and annual reports.
- Assist in crime analyses or provide administrative support for criminal investigations as needed.
- Assists in the editing and organization of policy manuals and other documents.
- Assists in agency emergency operations of the agency as needed.
- Performs related tasks, duties, and assignments as required.
- Supports the chain of command and promotes a healthy, safe, harassment-free, and responsive work environment that serves to encourage a positive command climate and good morale.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Ability to learn and perform essential functions and typical tasks during training and ability to retain, apply, and perform such functions for the duration of employment.
- Ability to learn, retain, and apply knowledge of the Code of Virginia, policy, procedures, and county ordinances as needed to perform essential functions.
- Ability to properly receive, interpret, and manage confidential information following law and policy.
- Ability to learn and apply knowledge of agency records management system.

- Ability to learn and apply knowledge of agency in-car and body-worn camera systems.
- Ability to learn and apply knowledge of various required computer systems.
- Ability to learn and apply knowledge of the policies and procedures of the Sheriff's Office.
- Ability to understand and carry out oral and written instructions.
- Ability to prepare clear, comprehensive reports.
- Ability to deal courteously, firmly, and tactfully with the public.
- Ability to analyze situations and to adopt quick, effective, and reasonable courses of action.
- Ability to maintain cooperative relationships with other County officials and with the general public.
- Ability to show empathy, build community trust, and serve with dignity in a dynamic law enforcement climate.

ACCEPTABLE EDUCATION, EXPERIENCE, and TRAINING

- Must possess a minimum of a high school diploma or equivalent. Preference may be given to candidates with advanced degrees or certifications/training/experience in a related field and/or any combination of education and experience in the field of law enforcement.
- Must meet or be able to obtain competency in the agency records management system.
- Must meet or be able to obtain competency in the agency in-car and body-worn camera system.
- Must meet and maintain all Commonwealth of Virginia, Department of Criminal Justice Services, Fluvanna County Sheriff's Office, and specialized training/education/certification requirements for the position.
- Must currently hold, or obtain within one year of appointment, NCIC/VCIN Level B certification, at a minimum, and maintain such certification for the entirety of the appointment.
- Must be able to complete all required agency and data systems training.
- Must not have been convicted of any crimes of moral turpitude and be able to lawfully and by policy, work in a law-enforcement agency with access to confidential information and governmental databases.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- Typical office hours are Monday – Friday in the daylight, however, this position is considered an Essential Personnel position within the Sheriff's Office and is subject to recall to duty/schedule modification following Sheriff's Office policy, procedure, or Sheriff's mandate.
- The appointee may be assigned to assist any division, section, unit, or assignment as needed.
- Must be legally eligible to serve in a law enforcement agency in the Commonwealth of Virginia.
- Must be able to attend off-site training for extended periods as needed.
- This is light work requiring the exertion of 30 pounds of force occasionally, up to 10 pounds of force frequently, and up to 5 pounds of force constantly to move objects.
- Work requires stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, grasping, sitting, typing, and other repetitive motions for extended periods.
- Work requires effective vocal communication.
- Work will be performed in a semi-stressful environment inside of a law enforcement agency.
- The appointee may be exposed to blood-borne pathogens and may be required to wear specialized personal protective equipment.
- Work requires the maintenance of appropriate physical fitness to perform all job tasks.
- May be required to submit to employment-related alcohol, drug, or polygraph testing following law and sheriff's office policy.

POST OFFER REQUIREMENTS

<ul style="list-style-type: none"> • Requires satisfactory results from a comprehensive background investigation to include past employment, local, state, and federal criminal history check, DMV check, sex offender registry, and credit check. • Requires satisfactory results from a psychological evaluation and pre-employment substance abuse testing. 			
Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:

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

TAB O

MEETING DATE:	June 16, 2021				
AGENDA TITLE:	Children's Program Specialist Job Description – Library				
MOTION(s):	I move the Board of Supervisors approve the Job Description for the Children's Program Specialist.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Donna Snow, HR Manager				
PRESENTER(S):	Donna Snow, HR Manager				
RECOMMENDATION:	Approve the job description for Children's Program Specialist for the Library.				
TIMING:	Immediate				
DISCUSSION:	The Children's Program Specialist at the Library is one of the approved FY22 Staffing positions that was approved by the Board of Supervisors.				
FISCAL IMPACT:	Accounted for in FY22 budget				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Children's Program Specialist Job Description				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				X	



Fluvanna County, Virginia
Department of Library
Job Description

CHILDREN'S PROGRAM SPECIALIST

Job Class #:	
Pay Grade:	9
Category:	Full Time (with benefits)
FLSA Status:	Non-Exempt
Reports To:	Library Director

SUMMARY

The Children's Program Specialist will assist the Library Director with planning, implementing, and promoting, and evaluating programs and services for youth aged 0-17 years, some adult programs, and creating a strong social media presence. Will carry out routine Circulation Desk duties and assist patrons with technology needs, reach out to the community, and be welcoming to all Library visitors. Hours may include nights and weekends.

ESSENTIAL FUNCTIONS

- Plans, schedules, and implements elementary-aged no school day, after-school, and summer programs.
- Develops programs and services to engage middle school and high school students.
- Assists with adult programs as needed.
- Plans and implements Storytime for infants and toddlers.
- Promotes public awareness of library services and programs
- Plans and conducts library tours, school visits, and other events both inside and outside the library as needed
- Works with the Library Director to develop and maintain specific collections
- Assists patrons in the use of personal and library computers and equipment
- Markets collections, services, and programs through print and online publicity
- Assists with supervising volunteers
- Prepares displays, handouts, programming materials.
- Performs routine circulation and processing functions as needed
- Offers reference and reader's advisory assistance as needed
- Enforces library policies and procedures in an appropriate manner
- Performs other duties as assigned

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Prior experience working with children and families
- Ability to deal tactfully, courteously, and effectively with the public and other employees.
- Strong social media skills
- Strong design and graphic design skills

- Working knowledge of current trends in children's and teen's books
- Expertise and proficiency with computers and related hardware, popular library software, internet, and digital communications
- Ability to work independently with a high degree of accuracy, efficiency, and dependability.
- Good organizational skills
- Ability to learn library procedures and apply policies.
- Considerable knowledge of professional library principles, practices, and techniques

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

- Must have a valid VA Driver's license
- Bachelor's Degree with two years of library or children's experience preferred

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

Work is primarily performed in an indoor, climate-controlled environment but there are some outdoor programs.

This position requires stooping, crouching, walking, pulling, lifting, grasping, hearing, visual acuity (i.e. seeing up close, seeing far away, depth perception), kneeling, reaching, pushing, talking, standing, climbing, finger movement, repetitive motions. Frequent lifting 10 to 25 pounds; occasional lifting up to 50 lbs. Employees must be able to push or pull a loaded two-sided, six-shelf book cart. Employees must occasionally retrieve library materials by climbing and/or reaching to top shelves of standard 84" library shelving and stopping to floor-level shelves of library shelving and bottom drawers of file cabinets.

POST OFFER REQUIREMENTS

- Criminal Background Check

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
4/22/2021	6/8/2021	6/8/2021	

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

TAB P

MEETING DATE:	June 16, 2021				
AGENDA TITLE:	Children's Services Act Program Assistant Job Description – CSA				
MOTION(s):	I move the Board of Supervisors approve the Job Description for the Children's Services Act Program Assistant.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Donna Snow, HR Manager				
PRESENTER(S):	Donna Snow, HR Manager				
RECOMMENDATION:	Approve the job description for the permanent part time position approved by the BOS for Fiscal Year FY22				
TIMING:	Immediate				
DISCUSSION:	The Children's Services Act Program Assistant is one of the approved FY22 Staffing positions that was approved by the Board of Supervisors.				
FISCAL IMPACT:	Accounted for in FY22 budget				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Children's Services Act Program Assistant Job Description				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				X	



Fluvanna County, Virginia
Department of Children's Services Act
Job Description

CHILDREN'S SERVICE PROGRAM ASSISTANT

Job Class #:	
Pay Grade:	11
Category:	Permanent Part-time (Leave only benefits/No VRS)
FLSA Status:	Non-Exempt/Hourly Position
Reports To:	Children's Services Act (CSA) Coordinator

SUMMARY

The Children's Services Act (CSA) Program Assistant performs skilled clerical work providing administrative assistance to the Department of the Children's Services Act; does related work as required. Work is performed under the general supervision of the CSA Coordinator.

ESSENTIAL FUNCTIONS

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Files and stores all documentation required for official, confidential records of all active cases considered by the Family Assessment and Planning Teams (FAPT) and Community Policy Management Team (CPMT) teams; and documentation for active CSA Provider Agreements with new and existing providers.
- Receives and processes incoming and outgoing mail; transports mail to the post office; delivers items to various County departments and Fluvanna County Public Schools buildings, as needed.
- Prepares Purchase of Services Orders and invoice forms.
- Serves as backup to CSA Coordinator during meetings of both the FAPT and CPMT, when needed.
- Enters a variety of complex data into multiple computer systems, including Microsoft Excel and Word, Thomas Brothers Software, and DocuSign.
- Attends meetings of local and state public bodies, and regional and state professional organizations, as needed.
- Assists with the procurement of any documentation requested during any auditing process.
- Operates standard office, data entry, and word processing equipment.
- Interfaces with various stakeholders to include Agency case managers in social services, local schools, community mental health, and juvenile justice; members of FAPT and CPMT, and vendors that have an active CSA Provider Agreement with the CSA Office.
- Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- General knowledge of the functions and organization of the county government.
- Thorough knowledge of standard office procedures, practices, equipment, and software.
- Knowledge of the Commonwealth of Virginia's Children's Services Act, foster care policies from Virginia Department of Social Services, educational policies from the Virginia Department of Education.
- Strong organizational and clerical skills.

<ul style="list-style-type: none"> Awareness of best practices that maintain and share confidential data. 			
ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING			
<ul style="list-style-type: none"> Any combination of education and experience equivalent to graduation from high school and two years of office assistance experience. 6 months experience working in an office environment handling confidential data. 			
WORKING CONDITIONS AND PHYSICAL REQUIREMENTS			
<ul style="list-style-type: none"> This is sedentary work requiring the exertion of up to 20 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires identifying, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas utilizing the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions. Occasional travel around and outside the County may be required, including very occasional overnight stays. 			
POST OFFER REQUIREMENTS			
<ul style="list-style-type: none"> Background check 			
Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
4/22/2021	6/3/2021	6/3/2021	

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB Q

MEETING DATE:	June 16, 2021				
AGENDA TITLE:	ZXR Construction Services Purchase Agreement #9				
MOTION(s):	I move the Board of Supervisors approve Project Agreement #9 between Fluvanna County and Dewberry Engineers Inc. for Zion Crossroads Corrosivity Analysis totaling \$9,995.00, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		C9
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • The County would like the future option to draw water from multiple sources or provide additional supply to Louisa County Water Authority as needed. This would result in the blending of water from both surface water and groundwater sources. • The County would like to conduct a proactive evaluation of corrosion and scaling potential of our two water sources individually as well as blends of these two water sources. • This was not done originally because the JRWA water line was anticipated to be online by now and you can readily blend surface water sources. Surface and ground water sometimes causes issues with the blended water. We need to know if the Louisa wells and DOC water source can be blended. 				
FISCAL IMPACT:	Budgeted in the ZXR Project				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Project Agreement #9				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

PROJECT AGREEMENT #9
TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR
PROFESSIONAL SERVICES
ZION CROSSROADS CORROSIIVITY ANALYSIS

This Project Agreement #9 and Agreement Amendment (the Project Agreement”) made this _____ day of _____, 2021 , between Fluvanna County, Virginia (the “County”), a political subdivision of the Commonwealth of Virginia, and Dewberry Engineers Inc. (the “Consultant”), a New York corporation authorized to transact business in Virginia, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 31st day of October, 2018 (including all exhibits, and as modified by any amendments or addendums thereto the “Agreement”). All defined terms in the Agreement shall have the same meaning in this Project Agreement unless the context used herein requires otherwise.

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

Whereas, the Consultant submitted a proposal dated May 18, 2021 “Zion Crossroads Corrosivity Analysis”, attached hereto as Exhibit 1 (the “Proposal”) and made a material part hereof;

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

- Task 1: Field Testing Protocol;
- Task 2: Sample Collection and Field Testing;
- Task 3: Results Summary; (collectively the “Task Order” or the “Services”);

Whereas, the Consultant desires to accept the Task Order and complete all work and services necessary and related thereto.

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

ARTICLE I: THE AGREEMENT

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

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

ARTICLE II: TASK ORDER

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

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

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

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

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

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

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

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

ARTICLE IV: FEES

Consistent with the Proposal, the Consultant will receive a not-to-exceed fee of NINE THOUSAND NINE HUNDRED NINETY FIVE AND NO/100 DOLLARS (\$9,995.00); based on actual time worked and materials (other direct costs); which shall be payable by the County, upon completion and proper invoice by the Consultant as described herein.

The flat fees are not-to exceed amounts. The hourly fees up to the not-to-exceed total per task shall be payable by the County upon proper invoice by the Consultant as described herein. The Consultant shall submit invoices to the County monthly for services actually rendered on each subtask and upon final completion. The invoice shall describe the services rendered to date with specificity. The Consultant will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work by the County. No invoice may be provided by the Consultant to the County until the items or services purchased have been delivered to, inspected by and accepted by the County. In no event shall the fees invoiced or due under this Project Agreement exceed \$9,995.00 total. In no event shall the final payments be made until the Project and Task Order are fully completed to the sole satisfaction of the County.

Notwithstanding anything to the contrary contained in the Proposal, the Consultant shall be paid the lower of the hourly rate for the title/type of person actually performing the work set forth the Proposal hereto or the hourly rate set forth in Exhibit 3 to the Term Contract between County and Architect/Engineer for Professional Services dated October 31, 2018; up to the not-to-exceed flat fees for the Task Order Services.

The County shall be billed for increments of an hour based on Consultant's standard procedure except as otherwise required by the Agreement.

Whereas, that portion of the Task 3 Services for chemical analyses, the Sub consultant Services must be billable to the County AT COST WITH NO MARK UP OF ANY KIND AS REQUIRED BY VIRGINIA LAW.

The fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

ARTICLE V: TERM

Consultant shall with due diligence and dispatch assiduously pursue these Task Orders to completion, but in any event such Services and work must be completed to the sole satisfaction of the County within 2 months of execution by the County of this Project Agreement #9. Time being of the essence.

ARTICLE VI: MISCELLANEOUS

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

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

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

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

[Signature page to follow.]

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

Consultant:
Dewberry Engineers Inc.

County:
Fluvanna County

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

Approved as to form:

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

May 18, 2021

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

**RE: Proposal for Professional Engineering Services
Zion Crossroads Corrosivity Analysis**

Dear Mr. Dahl,

Dewberry Engineers, Inc. (Dewberry) is pleased to submit this proposal to conduct an evaluation of the Langelier Saturation Index of treated drinking water for Fluvanna County.

PROJECT UNDERSTANDING

Dewberry understands that Fluvanna County would like the autonomy to draw water from multiple sources or provide additional supply to Louisa County Water Authority as needed. This would result in the blending of water from both surface water and groundwater sources. Fluvanna County wishes to conduct a proactive evaluation of corrosion and scaling potential of these two water sources individually as well as blends of these two water sources.

The Langelier Saturation Index (LSI) is a measure of the saturation of the water with respect to calcium carbonate. It is calculated as the difference between the actual pH of the water and calculated saturation pH. A negative LSI indicates that the water is undersaturated and potentially corrosive. A positive LSI indicates the water is supersaturated with the potential for calcium carbonate precipitation and scaling. The water quality parameters needed to calculate the LSI are pH, temperature, alkalinity, hardness, and total dissolved solids.

SCOPE OF SERVICES

The proposed Scope of Services is described below:

Task 1- Field Testing Protocol

As an initial activity Dewberry proposes to prepare a testing protocol. The protocol will likely address and/or include the following elements:

- Study objectives;
- Required equipment, samples, and consumables and responsible party;
- Ratios of surface water and groundwater to be evaluated;
- Sampling and analytical schedule for internal measurements and certified laboratory analysis; and
- Logs for data entry and field notes.

Dewberry will submit a draft protocol to Fluvanna County. Dewberry proposes to have a teleconference with Fluvanna County to review the protocol. Dewberry will incorporate mutually agreed upon changes and submit the final protocol to Fluvanna County.

Mr. Eric Dahl
 Zion Crossroads Corrosivity Analysis
 May 18, 2021
 Page 2 of 2

Task 2- Sample Collection and Field Testing

Dewberry will collect treated drinking water samples from the Department of Corrections treatment plant and the LCWA well. The waters will be blended in the appropriate volumetric ratios and field parameters such as temperature and pH will be measured. The remaining sample volumes will be placed into laboratory-provided containers and shipped under chain of custody to the analytical laboratory for analysis.

Task 3 –Results Summary

Upon completion of the testing in Task 2 and receipt of the certified lab results, Dewberry will prepare a summary of the results which will document the measured water quality parameters and calculated LSI for each sample. We have included allocation for one iteration of revisions based on review and comments from Fluvanna.

SCHEDULE

Dewberry proposes to complete the Water Distribution System Optimization Study within 2 months of the notice to proceed date.

FEES

Dewberry proposes to perform the scope of service described herein for Tasks 1 – 3 on an Hourly Not to Exceed basis for a fee of **\$9,995**. We have included an allocation of **\$500** for certified laboratory costs.

CLARIFICATIONS AND EXCLUSIONS

In developing this fee, the following assumptions have been made, in addition to the assumptions previously listed in the Scope of Services section:

- Sample collection and field measurements will be performed by Dewberry.
- Dewberry will be given access to collect water samples from LCWA and the Department of Corrections on the same day.
- A total of five samples will be analyzed by a certified lab for pH, alkalinity, calcium hardness, and total dissolved solids. Dewberry will contract directly with the certified lab.

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

Sincerely,
Dewberry Engineers Inc.



Richard Kincheloe, P.E.
 Associate



Danylo A. Villhauer, P.E.
 Associate

Fluvanna County						
Corrosivity Analysis						
Work Breakdown Structure and Cost Estimate						
	Task/Subtask	QA/QC (Engineer VII)	Project Manager (Engineer V)	Project Engineer (Engineer IV)	Other Direct Costs	Totals
		\$ 190.00	\$ 125.00	\$ 110.00		
	Task 1 - Protocol Development					
1	Draft protocol		4			4
2	Identify, organize, and order necessary equipment and supplies		4			4
3	Coordinate with the certified lab (Pace)		1	1		2
4	Teleconference with Fluvanna	1	1			2
5	QA/QC and PM review	2		2		4
	Subtotal Hours	3	10	3	N/A	16
	Subtotal Cost	\$ 570.00	\$ 1,250.00	\$ 330.00	-	\$ 2,150.00
	Task 2 - Sample Collection					
1	Mobilization/demobilization		10		\$675	10
2	Field measurements, blend samples, pack samples for certified lab	2	6			8
3	Analytical costs from certified lab		1	2	\$500	3
	Subtotal Hours	2	17	2	N/A	21
	Subtotal Cost	\$ 380.00	\$ 2,125.00	\$ 220.00	-	\$ 3,900.00
	Task 3 - Results Summary					
1	Tabulate certified lab data		1	1		2
2	Calculate LSI		1	4		5
3	Draft summary		4	4		8
4	QA/QC and PM review	4				4
5	Teleconference with Fluvanna	1	1			2
6	Finalize summary memo	1	4	4		9
	Subtotal Hours	6	11	13	N/A	30
	Subtotal Cost	\$ 1,140.00	\$ 1,375.00	\$ 1,430.00	-	\$ 3,945.00

Total Labor Costs Tasks 1 - 5	
Task 1 - Protocol Development	\$ 2,150.00
Task 2 - Sample Collection	\$ 3,900.00
Task 3 - Results Summary	\$ 3,945.00
Tasks 1-5 Subtotal for Lump Sum Price Proposal	\$ 9,995.00

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

TAB R

MEETING DATE:	June 16, 2021				
AGENDA TITLE:	Recertification of Membership on SERCAP Board				
MOTION(s):	I move the Board approve the vote of support for the recertification of George Fitz-Hugh, Public Official Representative, and Bertha Armstrong, Low-Income Representative, to serve on the SERCAP Board.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Kelly Belanger Harris, Assistant County Administrator				
PRESENTER(S):	Kelly Belanger Harris, Assistant County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	<p>From SERCAP By-laws: The Board of Directors shall be comprised of individuals that represent the following three groups, in the numbers specified herein:</p> <p>A. Elected Public Officials: One third of the Directors shall be elected public officials currently holding office in the respective Southeast RCAP jurisdiction, or their designees, and shall represent the following sectors of the government (Public Officials Directors):</p> <p>a. The Local Governing Body including the chief elected official; and</p> <p>b. In the event that there are not enough elected public officials reasonably available or willing to serve on the Board of Directors, the selected local governing body may nominate a designee as a representative to represent the local government entity. Representatives need not be public official themselves, but shall be residents of the jurisdiction. They shall have full authority to speak and act for the local government whom they represent at meetings of the Board.</p> <p>c. If the number of public officials both elected and appointed, who are willing to serve is less than one-third of the membership of the Board, the remainder of seats allotted to elected public officials shall remain vacant. The Board of Directors may fill these vacant seats at any time, as elected public officials are willing and available to serve.</p>				

	<p>B. Low-Income Representatives: One-third of the Board of Directors shall consist of low-income and/or representatives of low-income organizations from the Southeast RCAP service area (Low-Income Directors). Representatives of the low-income directors need not themselves be low income, but they shall be chosen in a democratic manner, which ensures that they truly represent the poor.</p> <p>To comply with this provision, SERCAP determines that every effort will be made to assure that board members representing low-income individuals and families:</p> <ul style="list-style-type: none"> • Have been selected on the basis of some form of democratic procedure either directly through election, public forum, or, if not possible, through a similar democratic process such as election to a position of responsibility in another significant service or community organization such as a school PTA, a faith-based organization leadership group; or an advisory board/governing council to another low-income service provider; • SERCAP does not dictate to the community which democratic process must be used, only that it be documented; • SERCAP will accept documentation of this election process, and its outcome by receipt of a letter from the community group—on letterhead if available—and indicating the date, time and place of the election; the number of voting participants; a brief description of the nominating and voting process (e.g. “two candidate names were nominated, a secret ballot was collected in a basket and counted in front of the group, and the winner selected had the most votes”); and, the name of the candidate selected by the community. <p>C. Private Groups and Interest: The remaining one-third of the Board of Directors shall consist of officials or members of Private/Non-profit Organizations, Business, Industry, Labor, Religion, Education, and other major private groups and interest in the Southeast RCAP service area (Private Sector Directors).</p> <p>Mr. Fitz-Hugh and Mrs. Armstrong have both served on the SERCAP Board for many years and it is the will of the SERCAP Board that they continue serving.</p>				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	SERCAP, Inc By-laws				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

SOUTHEASTERN
COMMUNITY ASSISTANCE
PROJECT



Revised January 29, 2019

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**AMENDED AND RESTATED BY-LAWS OF
SOUTHEAST RURAL COMMUNITY ASSISTANCE PROJECT, INC.**

ARTICLE 1 ORGANIZATION

1. The name of the corporation shall be Southeast Rural Community Assistance Project, Inc. (hereinafter referred to as Southeast RCAP).
2. The principal office of the Corporation shall be located in the Commonwealth of Virginia.
3. Southeast RCAP service area is comprised of the states of Delaware, Florida, Georgia, Maryland, North Carolina, South Carolina and Virginia.
4. Southeast RCAP was organized on August, 1969 as Demonstration Water Project. May 31, 1996, by amendment of its articles of incorporation; the name of Virginia Water Project, Inc. (established January, 1976) was changed to Southeast Rural Community Assistance Project, Inc. (Southeast RCAP). Southeast RCAP was incorporated under the laws of the Commonwealth of Virginia as a private, nonprofit organization.
5. Southeast RCAP is a non-profit corporation exempt from federal income tax and shall operate as a charitable, educational, and a community development entity to the fullest extent permitted by Section 501(c)(3) of the Internal Revenue Code or corresponding sections.
6. The Corporation shall not attempt to influence legislation by propaganda or otherwise, nor shall it intervene in, or participate in, any political campaign on behalf of any candidate for public office, and, further, no part of the net earnings of this Corporation shall inure to the benefit of any private member or individual and no member, director, or officer of the Corporation shall receive any pecuniary benefit from the Corporation, except such reasonable compensation as may be allowed for services actually rendered to or for the Corporation affecting one or more of its purposes.

ARTICLE 2 PURPOSES

The purposes for which the Corporation is organized are as follows:

- A. To cultivate, support, promote and encourage potable and waste water systems by and for the people in the seven-state service area;
- B. To conduct any and all lawful affairs for which corporations may be incorporated under the Act;
- C. Conduct business as a Community Development Corporation (CDC) for the purpose of expanded opportunities for funding and for community development;
- D. To develop and foster the development of low-income housing;
- E. To have and exercise the general powers accorded nonprofit corporations by the laws of the State of Virginia or by the laws of any other state or territory in which this corporation may do business as now existing herein or hereafter enacted; and
- F. To foster and promote the development of economic development projects that assist low-income persons.

ARTICLE 3 MEMBERSHIP

The membership of the Corporation shall be comprised of the Board of Directors. Directors shall be selected, organized, and serve as provided in these By-Laws.

ARTICLE 4 CONFLICTS OF INTEREST

1. An employee of Southeast RCAP may not serve on the Board.
2. Relatives of Board member immediate or extended family may not be employed by Southeast RCAP. Relatives shall mean spouses, children, parents, grandparents, brothers, sisters, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law, aunts, uncles, nieces and nephews.
3. Member organizations or individuals having a private, economic or personal interest sufficient to influence the outcome of a decision of the Board from which he/she may gain personally, professionally or financially, in pursuits of his/her personal interests shall be considered a conflict of interest.
4. Board members that have an employment or consulting relationship with a recipient of Southeast RCAP financial assistance shall be considered a conflict of interest.
5. Each Board member is required to sign a separate "Conflict of Interest" form each year.

ARTICLE 5 POWERS OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have the same legal powers and responsibilities as the Board of Directors of any private, nonprofit corporation. The Board shall have the power to enter into legal binding agreements with any federal, state or local agency, or any private organization for the purpose of running programs or providing services.
2. Whenever Southeast RCAP chooses to place the responsibility for planning, conducting, or evaluating a component of its services with another organization, it shall formalize the relationship with that organization in a contract and the conditions for performance.
3. The Board of Directors shall have the power to:
 - A. Appoint and remove the President & CEO of the Corporation;
 - B. Determine major personnel, organization, fiscal and program policies;
 - C. Determine overall program plans and priorities for Southeast RCAP including provisions for evaluating progress against performance;
 - D. Make final approval of programs and budgets;
 - E. Enforce compliance with conditions of grants;
 - F. Oversee the extent and the quality of participation of low-income clients in programs of Southeast RCAP;
 - G. Determine rules and procedures for the Board of Directors;
 - H. Authorize loans or indebtedness of the Corporation; and
4. The Board of Directors shall assure that no person shall, on the grounds of race, color, political affiliation or opinion/belief, marital status, creed or national origin, religion, sex or age, sexual orientation, personal appearance, physical or mental handicap, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity of Southeast RCAP.

ARTICLE 6 BOARD OF DIRECTORS

1. Compliance With Laws. The Board shall be constituted in a manner that conforms to federal, state and local laws, including those that deal with proportional representation and length of membership.
2. Number of Directors. The Board of Directors shall consist of not more than twenty seven (27) and not less than fifteen (15) members, as determined by the Board of Directors from time to time.
3. Composition of the Board. The composition of the Board shall represent the geographic and cultural diversity of Southeast RCAP service area so that Southeast RCAP may fulfill its mandate. Selection of Prospective organizations/nominee(s) shall be based on the following criteria:
 - A. Goals of the organization;
 - B. Description of the process that is used for selecting representatives to the Southeast RCAP Board of Directors.
 - C. Rural Geographic service with interest around rural issues and a better quality of life for the rural residents.
 - D. Goals, objectives and interest of the organizations or individuals must include services to rural low-income residents and communities.
 - E. Organizations or individuals should have interest in water/wastewater facility development, and other social, environmental, community and economic development issues in rural areas.

The Board of Directors shall be comprised of individuals that represent the following three groups, in the numbers specified herein:

- A. Elected Public Officials: One third of the Directors shall be elected public officials currently holding office in the respective Southeast RCAP jurisdiction, or their designees, and shall represent the following sectors of the government (Public Officials Directors):
 - a. The Local Governing Body including the chief elected official; and
 - b. In the event that there are not enough elected public officials reasonably available or willing to serve on the Board of Directors, the selected local governing body may nominate a designee as a representative to represent the local government entity. Representatives need not be public official themselves, but shall be residents of the jurisdiction. They shall have full authority to speak and act for the local government whom they represent at meetings of the Board.
 - c. If the number of public officials both elected and appointed, who are willing to serve is less than one-third of the membership of the Board, the remainder of seats allotted to elected public officials shall remain vacant. The Board of Directors may fill these vacant seats at any time, as elected public officials are willing and available to serve.
- B. Low-Income Representatives: One-third of the Board of Directors shall consist of low-income and/or representatives of low-income organizations from the Southeast RCAP service area (Low-Income Directors). Representatives of the low-income directors need not themselves be low income, but they shall be chosen in a democratic manner, which ensures that they truly represent the poor.

To comply with this provision, SERCAP determines that every effort will be made to assure that board members representing low-income individuals and families:

- ☐ Have been selected on the basis of some form of democratic procedure either directly through election, public forum, or, if not possible, through a similar democratic process such as election to a position of responsibility in another significant service or community organization such as a school PTA, a faith-based organization leadership group; or an advisory board/governing council to another low-income service provider;
- ☐ SERCAP does not dictate to the community which democratic process must be used, only that it be documented;
- ☐ SERCAP will accept documentation of this election process, and its outcome by receipt of a letter from the community group—on letterhead if available—and indicating the date, time and place of the election; the number of voting participants; a brief description of the nominating and voting process (e.g. “two candidate names were nominated, a secret ballot was collected in a basket and counted in front of the group, and the winner selected had the most votes”); and, the name of the candidate selected by the community.

B. Low-Income Representatives: One-third of the Board of Directors shall consist of low-income and/or representatives of low-income organizations from the Southeast RCAP service area (Low-Income Directors). Representatives of the low-income directors need not themselves be low income, but they shall be chosen in a democratic manner, which ensures that they truly represent the poor.

To comply with this provision, SERCAP determines that every effort will be made to assure that board members representing low-income individuals and families:

- ☐ Have been selected on the basis of some form of democratic procedure either directly through election, public forum, or, if not possible, through a similar democratic process such as election to a position of responsibility in another significant service or community organization such as a school PTA, a faith-based organization leadership group; or an advisory board/governing council to another low-income service provider;
- ☐ SERCAP does not dictate to the community which democratic process must be used, only that it be documented;
- ☐ SERCAP will accept documentation of this election process, and its outcome by receipt of a letter from the community group—on letterhead if available—and indicating the date, time and place of the election; the number of voting participants; a brief description of the nominating and voting process (e.g. “two candidate names were nominated, a secret ballot was collected in a basket and counted in front of the group, and the winner selected had the most votes”); and, the name of the candidate selected by the community.

C. Private Groups and Interest: The remaining one-third of the Board of Directors shall consist of officials or members of Private/Non-profit Organizations, Business, Industry, Labor, Religion, Education, and other major private groups and interest in the Southeast RCAP service area (Private Sector Directors).

4. **Alternates/Designees.** Alternates or designees shall not be permitted for Low- Income Directors or Private Sector Directors.
5. **Residency requirements.** All members of the Board shall be residents of or employed in Southeast RCAP service area. Low-Income Directors shall live or work in the geographic area of the community they represent.

ARTICLE 7 NOMINATION AND ELECTION OF DIRECTORS

1. Prior to each annual meeting of directors, the names of candidates for membership on the Board of Directors shall be submitted to the Chairperson of the Membership Committee. Nominations for Southeast RCAP Board may be submitted by Board members in accordance with the appropriate provisions of Article 6. The Membership Committee shall review each nomination to determine eligibility in accordance with the appropriate provisions of Article 6 and with Section 2 of this Article 7.
2. The Membership Committee shall complete its review and make recommendations to the Board at the earliest practicable time but not later than sixty (60) days from the date of nomination, or thirty (30) days before the annual meeting of Directors.
3. The Board shall elect new Directors at the annual meeting, consistent with all appropriate provisions of Article 6.
4. Organizations, determined eligible in accordance with the appropriate provisions of Article 6, not represented or member organizations requesting a review of representation on the Board may petition the Chairperson of the Board by written request. Signatures of a majority of the organization’s membership making the request are required. Requests are to be reviewed by the Membership Committee and recommendations presented to the Board of Directors.

ARTICLE 8 MEMBERSHIP TERM**1. Term of Membership**

The initial term of Board membership shall be five (5) years. The term of a member filling such unexpired term shall be limited to the time remaining in the unexpired term being filled. Directors who fill unexpired terms can serve multiple full and partial terms, as long as the total time served does not exceed the time limitations set forth in this Article 8.

2. Time Limitations

A. Low-Income or Private Sector Board members are eligible to serve for five (5) consecutive years. Members will be eligible to serve additional periods of five consecutive years at the pleasure of the Board of Directors.

B. Public Official Directors are eligible to serve as a Director concurrent with the term of the elected office. However, Public Official Directors are encouraged to follow the same terms of office as Low-Income Directors and Private Sector Directors.

4. Resignation or Board Removal; Membership Eligibility

A. A Director may resign at any time by giving written notice or by stating in person at a regularly scheduled board meeting of their resignation. The resignation shall take effect immediately. The acceptance of a resignation shall not be necessary to make it effective.

B. A member of the Board who resigns or is removed from the Board for other than cause is ineligible to serve on the Board for a minimum of one (1) year. A member removed for cause is ineligible for future membership on the Board.

ARTICLE 9 VACANCIES

1. Vacancies (whether by reason of the resignation, death, incapacity, or removal of a Director) shall be filled at any regular or special meeting of the Board, as soon as reasonably possible, but no later than sixty (60) days from the date the vacancy(ies) occurs.
2. The Membership Committee is authorized to recruit and to recommend nominees to fill vacancies as they occur consistent with all of the provisions of Article 6.

ARTICLE 10 ATTENDANCES AND REMOVAL FOR ABSENTEEISM

1. It is the responsibility of each member to report meeting/event absences/delays and the reasons to the Chairperson of the Board or Board's designee in advance. Absence by a Board member from two (2) consecutive regularly scheduled Board meetings within twelve (12) months, without a valid excuse acceptable to the Board, shall be grounds for removal. Removal for absenteeism shall be considered removal for cause.
2. In an effort to address the absenteeism matter, the Membership Committee Chairperson shall contact the absent Board member and make him/her aware of the problem and the Board action which may be taken.
3. The Chairperson of the Board shall send (1) a warning notice to a member before he or she is subject to removal, and (2) a removal notice, when the member has failed to attend the number of meetings described in Section 1 of this Article 10, above.
4. A member of the Board may appeal a notice of a warning or a notice of removal by providing a written request for a hearing to the Chairperson within ten (10) calendar days of the date of such notice. The Membership Committee shall hear such appeal within ten (10) calendar days thereafter and make its recommendation to the Board at the first Board meeting following the appeal presentation. The member may be heard by the full Board.

ARTICLE 11 REMOVAL OF MEMBERSHIP FOR OTHER CAUSE

1. **Cause**- A Board member may be removed from the Board of Directors for: (1) fraud, embezzlement, misappropriation of agency funds or property, or violation of fiduciary duties; (2) a felony or criminal act; (3) actions deemed inconsistent with Southeast RCAP's policies, programs or objectives; or (4) actions deemed in conflict with the sound and orderly operation of Southeast RCAP.
2. **Procedures for Removal**
 - A. **Vote Requirement.** The decision to remove a director from office, with or without cause, shall be by vote of two-thirds of the Directors present at a meeting at which a quorum is present, other than the Director whose removal is at issue.
 - B. **Notification.** The Chairperson of the Board shall notify, in writing, a Director who has acted inappropriately that he/she is to be removed. Such notice shall specify the reason(s) for removal.
 - C. **Request for Hearing.** The accused Director shall have fifteen (15) calendar days from the date of such notice to submit a written request for a hearing. A meeting of the Board shall be convened within thirty (30) calendar days from the date of the request. If no request for a hearing is made, the Director shall be considered removed at the expiration of such fifteen-day period.
3. **Procedures for the Hearing**
 - A. **Format.** The Board shall meet in closed executive session. The Chairperson of the Board shall preside, unless the Chairperson is the accused or otherwise unable to preside. In such event, the Vice-Chairperson shall preside. If neither the Chairperson nor the Vice-Chairperson is able to preside, then the Board shall vote to determine who shall preside. The hearing shall be quasi-judicial with the accused party first presenting his/her case. The Chairperson shall set reasonable time limits for each element in the process, i.e., the presentation by the accuser, reply by the accused and summation by each of the parties with the accused party presenting the first summation. Each party may introduce appropriate testimony and evidence.
 - B. **Representation.** The accused Director may be represented by counsel at his/her personal expense.
 - C. **Rules of Evidence.** Formal rules of evidence shall not apply; however, evidence shall be excluded only if irrelevant. The Chairperson of the hearing shall rule on matters of evidence.
 - D. **Witnesses.** Each party may call witnesses who shall be subject to cross-examination. Witnesses who are not members of the Board shall be present only during their testimony. E.

Decision and Appeal. The Board's decision shall be final.

ARTICLE 12 COMPENSATION

No compensation will be made to Board members for their services on the Board of Directors. Travel allowances and reimbursements for expenses for authorized agency business are permitted as set out in grantor guidelines.

ARTICLE 13 MEETINGS

1. **Annual Meeting** - The annual meeting of the Board of Directors shall be held each year between April and June.
2. **Regular Meetings** - Regular meetings of the Board of Directors shall be quarterly, provided that the Board may, by resolution, elect to hold such meetings more frequently. The Board shall determine time and place for holding each regularly scheduled meeting of the Board not later than the previous meeting.
3. **Special Meetings** - Special meetings of the Board of Directors may be called by the Chairperson, or by twenty percent (20%) or more of the Board membership. Notice of the special meeting shall be in writing and delivered, to the maximum extent possible, to each of the Directors no later than five (5) days prior to the date set for the special meeting. The notice stating the place, purpose, agenda, and the date shall be sent to the last recorded address of all Directors.
4. **Waiver of Notice.** A written waiver of notice of any meeting signed by a Director, whether before or after the time stated therein, shall be deemed equivalent to the giving of notice to him/her. Attendance of a Director at any meeting shall constitute a waiver by him/her of notice of the meeting except when he/she attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.
5. **Place of Meeting** - All meetings of the Board of Directors (and its committees) shall be held at such places and times as may be designated by the Chairperson or the Executive Committee in the notice of the meeting. The location of all annual, monthly and special meetings shall be within Southeast RCAP service area, except when a meeting may be held outside of the service area in conjunction with a related business event.
6. **Quorum** - A quorum for a meeting of the Board of Directors (and its committees) for the transaction of business shall be fifty percent (50%) of the non-vacant seats. The act of a majority of the members present at the meeting at which a quorum is present shall be the act of the Board of Directors, unless otherwise specifically required by law.
7. **Participation via Communications Equipment.** Directors may participate in a meeting of the Board of Directors by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear and speak to each other and such participation shall constitute presence in person at the meeting. Notice shall be given as described above for special meetings except that notice may be sent at least three (3) days prior to such meeting.
8. **Proxies** - Voting by proxy shall not be permitted at meetings of the Board or its committees.
9. **Method of Voting** – Each Director shall have one vote. Voting on any issues shall be by a majority of the quorum and may be by show of hands or by roll call.
10. **Recording of Minutes** - The Secretary shall keep written minutes for each meeting which fairly and accurately reflect the business of the meeting, including a record of votes on all motions. Minutes of previous meetings shall be distributed to all Directors no less than ten (10) days before the next meeting and copies made available to the public, upon request.
11. **Action Without A Meeting** – Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if a consent in writing setting forth the action so taken, as well as the effective date, is signed by each of the Directors, or each of the members of the committee, as the case may be, and filed with the minutes of the proceedings of the Board or of the committee.

ARTICLE 14 OFFICERS

The officers of the Corporation shall be a Chairperson, Vice-Chairperson, a Treasurer, and a Secretary. No officer can serve who is not a current member of the Board of Directors. No officer shall hold more than one (1) officer position. Officers of the Board of Directors must fairly reflect the composition of the full Board. The Board of Directors may elect or appoint such other officers as it may deem advisable.

ARTICLE 15 DUTIES OF OFFICERS

1. **Chairperson of the Board.** The Chairperson shall be the principal officer of the Board of Directors, shall preside at all meetings of the Board of Directors, and shall make committee appointments as needed. **The Chairperson shall be an Ex-Officio member, with voting privileges.** The Chairperson is authorized to sign, with the Treasurer or Secretary, any mortgages, bonds, contracts, leases, or any other instruments which the Board of Directors has authorized to be executed, except where required by law to be otherwise signed or executed, and, in general, shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Board of Directors from time to time.
2. **Vice-Chairperson.** In the absence of the Chairperson, or in the event of the Chairperson's inability or refusal to act, the Vice-Chairperson shall perform the duties of the Chairperson, and when so acting shall have all the powers of and be subject to all the restrictions placed upon the Chairperson. The Vice-Chairperson shall perform such other duties, as, from time to time, may be assigned by the Chairperson or by the Board of Directors. In the event the office of the Chairperson becomes permanently vacant for any reason, the Vice-Chairperson shall assume the duties of such office until the next annual election of officers.
3. **Treasurer.** The Treasurer shall oversee the management of the following functions: maintaining custody of all funds and securities of the Corporation, keeping a full accurate account of all of its receipts and disbursements, depositing all monies in the name of the Corporation in such depository as may be designated by the Board of Directors, and disbursing funds as authorized or ordered by the Board of Directors. The Treasurer shall, in addition, perform all duties generally incident to the office of Treasurer, subject to the control of the Board of Directors. The Treasurer shall serve as chairman of the Finance Committee.

The Treasurer shall ensure that:

- A. Adequate and correct accounts of the Corporation's properties and business transactions including account of its assets, liabilities, receipts, disbursements, gains, losses, capital and surplus are kept and maintained.
 - B. The books of account and records are exhibited to any Board of Director during business hours at the principal office of the Corporation where such books and records are kept.
 - C. A statement of the condition of the finances of the Corporation to the Board of Directors, and a full financial report is rendered when directed.
 - D. Monies due and payable to the Corporation from any source whatsoever are received and that receipts are given for the monies received.
4. **Secretary.** The Secretary shall record and keep attendance, all motions, votes, minutes, and proceedings of the meetings of the Board of Directors in one or more books provided for such purpose. The Secretary shall maintain a register of the addresses of each Board member and shall be responsible for providing such information to the Board. The Secretary shall perform such other duties incident to the office of Secretary and shall have such other authority as the Board of Directors may from time to time prescribe.

The Secretary shall insure that:

- A. The original or copy of its Bylaws is amended or otherwise altered to date, and insure that a book of minutes of all meetings of the Board of Directors with the time and place of holding is kept at the principal office of the corporation or such other place as the Board of Directors may order.
- B. All notices are duly given in accordance with the provisions of these Bylaws or as required by law.
- C. The seal of the corporation is engraved, lithographed, printed, stamped, impressed upon, or affixed to, all documents the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these Bylaws. The Secretary shall sign such instruments as require the signature of the Secretary.
- D. Serve as custodian of the corporate records of the Corporation and shall see that all books, reports, statements, and all other documents and records required by law are properly kept and filed at the principal office of the Corporation or such other place as the Board may order.
- E. The Bylaws and minutes of the proceedings of the Corporation are exhibited at all reasonable times to any Board of Director, upon request.

ARTICLE 16 ELECTION AND TERMS OF OFFICERS

Officers of the Board of Directors shall be elected at each annual meeting from a slate of nominees submitted by the Membership Committee, in accordance with Section 6 of Article

18. The Chairperson, Vice-Chairperson, Treasurer and Secretary shall serve for one (1) year term, until their successors are duly elected, until they resign or are removed, or until their terms on the Board of Directors expire.

ARTICLE 17 REMOVAL AND RESIGNATION OF OFFICERS

1. The Board of Directors may remove any officer, whenever, in its judgment, the best interests of Southeast RCAP would be served thereby, but such removal shall be in accordance with the elements of due process, and without prejudice to the person so removed.
2. An officer may resign at any time by giving written notice of his/her resignation to the Chairperson of the Board or the Secretary. Any such resignation shall take effect at the time received unless another time is specified in the notice. Unless otherwise specified in the notice, the acceptance of a resignation shall not be necessary to make it effective.
3. Officer vacancies may be filled at any meeting of the Board of Directors by majority vote. If an officer (besides the Chairperson) is absent from a meeting or temporarily unable to serve, the Board shall appoint one of the Board members present to serve in that capacity on that occasion.

ARTICLE 18 STANDING COMMITTEES

1. **Committee Members.** Each Board member shall be appointed to, and serve on, at least one committee. Committee members shall be appointed by the Chairperson of the Board of Directors and shall serve for one (1) year terms. Standing committees shall be comprised of at least three (3) members (at least one member from each group) and shall fairly reflect the composition of the Board, as described in Article 6, above. The Chairperson shall select the Chairperson of each committee and appoint members to serve on each committee. A committee, by unanimous consent of its members, may select individuals who are not members of the Board to serve as non-paid consultants. A member of a committee may be removed by the Chairperson of the Board whenever, in the Chairperson's judgment, such removal would be in the best interests of Southeast RCAP. Any vacancy(ies) on a committee shall be filled by the Chairperson of the Board. When a committee is in executive session, only appointed committee members, and other individual(s) that the committee deem necessary may be present to carry out its business
2. **By-Laws Committee.** The By-Laws Committee shall review the By-Laws and make recommendations regarding amendments, as needed, to the Board of Directors.
3. **Executive Committee.** The Executive Committee shall be comprised of the Chairperson, Vice-Chairperson, Secretary, Treasurer and three (3) other Board members. The Executive Committee must reflect the composition of the full Board of Directors in terms of Public Official Directors, Low-Income Directors, and Private Sector Directors, as well as the various geographic areas of the community. The Executive Committee shall exercise all the powers and responsibilities of the Board in between Board meetings and shall report on the actions it takes between meetings at the subsequent meeting of the full Board of Directors.
4. **Personnel Committee.** The Personnel Committee shall be in charge of all personnel matters. It shall be responsible for: (1) reviewing on at least a bi-annual basis the Employee Personnel Policies and Procedures Handbook (the "Handbook") and recommending, as needed, amendments to the Handbook; (2) reviewing at least bi-annually with the President, Chief Executive Officer the agency's organizational chart, job descriptions and salary ranges; (3) hearing staff grievances in accordance with the provisions of the Handbook; and (4) providing oversight with respect to the agency's Affirmative Action Plan.
5. **Finance Committee.** The Finance Committee is responsible for: (1) reviewing the fiscal operations of Southeast RCAP; (2) making financial reports and recommendations to the Board; insuring that Southeast RCAP adheres to its Fiscal Management Policies and Procedures Manual; (3) reviews and approves budget modifications as needed; (4) reviewing the Fiscal Management Policies and Procedures Manual with the President and Treasurer at least annually.

The Finance Committee shall also be responsible for the facilities of the Corporation. It shall: (1) review all leases and renewals; (2) make needed reports and recommendations to the Board of Directors; and (3) maintain oversight of all properties owned or leased by Southeast RCAP to ensure proper insurance coverage, maintenance, and health and safety standards.

The Finance Committee shall also be in charge of coordinating fundraising activities of the Corporation.

The Finance Committee shall solicit and select a qualified Certified Public Accountant (CPA) firm to conduct the Corporation's annual audit. The Finance Committee shall determine the term of the contract, and the scope of services.
6. **Audit Committee.** The audit shall conduct on-going oversight of the audit process directly communicating with the Certified Public Accountant (CPA) firm to fulfill the requirement for the annual

The Audit Committee shall also review and approve the final audited financial statements, as well as any communications received from the auditor regarding internal controls, illegal acts, or fraud. The Audit Committee also serves as the primary point of contact for any employee who suspects that fraud has been committed against the organization or by one of its employees or board members.

7. Board Membership Committee. The Membership Committee shall: (1) receive and review all applications for membership on the Board of Directors; (2) interview applicants and recommend specific individuals for membership on the Board, consistent with requirements set forth in the By-Laws; and (3) develop and maintain a list of prospective Board candidates.

The membership committee shall also prepare a slate of officers and present it to the Board of Directors no later than one (1) month before the scheduled annual meeting. Members of the Board may submit additional nominations to the Membership Committee no later than one (1) week prior to the annual meeting. At the annual meeting, the Membership Committee shall distribute a list of nominees, incorporating the names of any nominees submitted by other members of the Board, on an office-by-office basis.
8. Program Planning and Evaluation Committee. The Program Planning and Evaluation Committee shall be responsible for: (1) developing and implementing strategies for short- and long-term program planning and program evaluation; (2) oversight of client needs assessments to be conducted at least every three (3) year; (3) analysis of the needs assessments and recommendations for program priorities to reflect the results of the assessments; and (4) annual review and evaluation of individual programs.
9. Facility Development Committee: The Facility Development reviews all project recommendations and makes final recommendations to the Board of Directors.
10. Indoor Plumbing Rehabilitation Oversight Committee: The Indoor Plumbing Rehabilitation Committee oversees the Indoor Plumbing Rehab Loan Program according to guidelines established by the Board of Directors.
11. Loan Review Committee: The Loan Review Committee reviews loan applications and approve or deny loan requests. In addition, the Committee makes recommendations regarding the operation of the Loan Program.
12. Regional Committee: After individual projects are approved by the Board of Directors, and are operating, the committee shall analyze and evaluate project effectiveness, recommending changes or improvements, as necessary. This shall be an on-going activity.
13. Other Committees. The Chairperson shall establish such other ad-hoc committees as needed for carrying out the business of the Corporation. The composition of these committees shall fairly reflect the composition of the Board as described in Article 6.

ARTICLE 19 PRESIDENT, CHIEF EXECUTIVE OFFICER

1. The President shall serve as the Chief Executive Officer (CEO) of the Corporation, and have general supervision over the affairs of the corporation, subject, however, to the control of the Board of Directors. In that capacity he/she shall sign all contracts, documents, checks, promissory notes, and other instruments made by the Corporation to carry out the resolutions and policies of the Board of Directors, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-laws to some other office or agent of the Corporation.
2. At each meeting of the Board of Directors, the President shall submit such recommendations and information as may be considered proper concerning the business, affairs and policies of the Corporation. The President shall not be a member of the Board of Directors.
3. The Board of Directors shall be responsible for the appointment, removal, and supervision of the President of the Corporation. The President shall be responsible for appointing, removing and supervising employees of the Corporation. The President shall be directly responsible to the Board of Directors for carrying out policies and directives established by the Board and such specific other guidance as may be given by the Board of Directors. In general, he/she shall perform the duties incident to the office of the President of the Corporation, and such other duties as from time to time that may be assigned to him/her by the Board of Directors.

ARTICLE 20 FISCAL YEAR

The fiscal year for Southeast RCAP shall be October 1 through September 30.

ARTICLE 21 DISSOLUTION

1. The Board of Directors shall, after due notice, be assembled for the purpose of deciding whether or not dissolution procedures shall be initiated. There shall be present at such meetings at least two-thirds of the membership of the Board.
2. At such meetings, the Board of Directors shall, by two-thirds majority vote of those present, determine whether to dissolve the Corporation. If the decision to dissolve is made, funding sources, if any, shall be notified immediately.
3. Thereafter, the Board of Directors shall proceed in accordance with requirements of the U.S. Internal Revenue Service Code and the Codes of the Commonwealth of Virginia with respect to distribution of properties held by the Corporation which has been granted tax-exempt status, and in accordance with funding source requirements.

ARTICLE 22 RULES OF PROCEDURES

Except as herein otherwise provided, all proceedings and actions under these By-Laws, shall be in accordance with Robert's Rules of Order, Newly Revised.

ARTICLE 23 AMENDMENTS

These By-Laws may be amended or repealed at any meeting of the Board of Directors by the affirmative vote of two-thirds of the members of the Board of Directors present, provided that at least ten (10) days written notice of the proposed amendment or repeal has been provided to the membership in advance of final action.

ARTICLE 24 INDEMNIFICATION

Southeast RCAP shall indemnify officers and directors to the full extent permitted by the laws of the State of Virginia and shall purchase insurance indemnification of officers and directors to the full extent as determined from time to time by the Board of Directors.

SOUTHEASTERN
COMMUNITY ASSISTANCE
PROJECT



Revised January 29, 2019

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

TAB S

MEETING DATE:	June 16, 2021				
AGENDA TITLE:	FY21 Circuit Court Technology Trust Fund Supplemental Appropriation				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$10,000 to the Circuit Court Clerks Office FY2021 budget for Technology Trust Funds received from the Compensation Board.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Tristana P. Treadway, Clerk of the Circuit Court				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	The Circuit Court Clerk's Office earns Technology Trust Funds from the State Compensation Board. In August 2020, the Clerk's Office requested an additional \$10,000 in its annual TTF Budget to cover the costs of scanning and making the State Highway Plat Books available digitally by their land records vendor, Logan Systems, Inc. Funds have been earned and are available as a reimbursement from the Compensation Board in June 2021.				
FISCAL IMPACT:	Approval will allow finance to increase FY21 revenues and expenditures by \$10,000.				
	The FY22 Professional Services line of the Clerk's Budget has already been approved with additional funding to allow for additional TTF fund budget request funding.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

TAB T

MEETING DATE:	June 16, 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:	<p>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.</p> <p>At its meeting on May 19, 2021, the Board of Supervisors recommended Deferral of SUP 20:02 (5-0); there were Board members who wanted to visit the subject property and there were also additional questions that needed to be answered by VDH staff.</p>				
TIMING:	Normal Public Hearing review process				
FISCAL IMPACT:	Twenty (20) single-family residential homes could be constructed on the property.				
POLICY IMPACT:	<p>Regarding SUP 20:02 Quigley Properties LLC, the Board of Supervisors may:</p> <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:	<p>Review of a proposed Special Use Permit in accordance with Chapter 22, Article 20 of the Fluvanna County Code Zoning Ordinance.</p> <p>Application was received on September 30, 2020.</p> <p>Planning Commission reviewed the request on January 12, 2021, March 9, 2021 and April 13, 2021.</p> <p>Board of Supervisors reviewed the request on May 19, 2021.</p>				
ENCLOSURES:	Quigley Properties LLC Staff Report with recommended conditions				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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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, June 16, 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

June 16, 2021

Application was deferred for 30 days by the Board of Supervisors following the May 19th Public Hearing for additional information.

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.

Board of Supervisors Meeting:

The applicant, along with his central sewer systems consultant, provided the Board members and the general public, with detailed information on the proposed operation, maintenance and long-term viability of the applicant's proposed central sewer systems to be utilized as a part of this rural cluster major subdivision request. Adjacent Property owners had some additional questions that they felt needed to be answered and they were forwarded onto the VDH – Blue Ridge Health District staff that have reviewed the proposed central sewer systems as proposed by the applicant. VDH review staff members have answered those questions with the information provided and they will perform a more detailed review once the plans are submitted by the applicant for VDH permit approval. The VDH responses are provided in the Board of Supervisors meeting packet.

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.

April 13, 2021

Hello my name is Lois Fulks. I live at 331 Oak Creek Road in Palmyra, the property immediately adjacent to the subdivision homes proposed by Mr. Tim Miller in his Ballinger Creek project.

My personal interest is to protect property rights currently and into the future for any owners of 331 Oak Creek Road in Palmyra, Va. I also wish to protect property rights of my Fluvanna County neighbors. Thank you very much to the Planning Commission for allowing me to speak.

I will start by saying the subdivision as it is currently proposed is simply a bad idea as it will create a permanent headache for everyone involved: the individuals or families who will purchase these homes, immediate surrounding neighbors and neighborhood, the County of Fluvanna, and potentially the state of Virginia's agreement with the County of Fluvanna regarding soil erosion, silt build-up, creek contamination, and ultimately the Chesapeake Bay.

This plan of 20 houses, each with its own well, is the highest density of wells ever approved in Fluvanna County, many of which are within 400 feet of eight other wells. At least 12 of the proposed wells are within 250 feet of my property line, and least 3 of the large experimental septic/drainage systems are within 50-100 feet of my property line, meaning that my well and spring are directly threatened by this project.

The density of wells stacked one against the other as well as the proposed drainage systems to be tested for the first time in the midst of 20 newly constructed homes leaves no margin for error, and leads to so many unanswered questions:

Question 1:

Can test well output be considered conclusive for such density of wells since many/all homes may tap different aquifers than the test, initial higher hydrostatic water pressure and our current very wet spring dictates larger initial output? Let's test in Aug/Sept when weather is hot and dry, water tables are low.

Response: This reviewer does not understand the question. Of note, VDH does not require "test wells" as part of residential development.

Question 2: What is the useful life expectancy of the sewage collection/drainage systems being proposed?

Response: The life expectancy of any sewage disposal system is based on many factors. Assuming proper maintenance and water conservation principles, an onsite sewage system can generally be expected to provide 20-25 years of service. Given that the proposed systems will produce treated effluent, the likelihood of sludge clogging up the dispersal area is minimized.

Question 3: What are the contingency plans if current proposed collection/drainage systems are insufficient and/or fail?

Response: As with any new sewage disposal construction permit, a Reserve Area will be required. If the system fails, there will be a documented location to install a new one.

Question 4: What is the plan for cleaning out or replacing the system at the end of its useful life expectancy?

Response: A VDH Repair Permit is required prior to replacing the system. This reviewer assumes that “cleaning out” implies general maintenance on the system. There is no requirement for a permit to conduct maintenance on the system.

Question 5: Who dictates and monitors this clean-out and/or replacement effort on a regular on-going basis?

Response: VDH regulates both the “clean out” and “replacement” as it pertains to the proposed treatment system. By law, the system owner must submit a report from a licensed operator on an annual basis.

Question 6: What is to prevent ground water contamination if the homeowners or HMO does not have funds available for, or refuses to pay for, emergency system failure, end of anticipated useful life expectancy of the sand mound system, drainage/collection tank capacity overflow, and/or very wet seasons where on-going drainage capacity is limited?

Response: VDH would work with the system owner in order to bring the system back into compliance should a failure ever occur. If there were to be a lack of willingness to address the issue, VDH may initiate enforcement action.

Question 7: How will bad odors be managed related to this process?

Response: Odors are not addressed in the AOSS Regulations, thus no additional comment. Nonetheless, it has been this reviewer’s experience that odors are not generally an issue assuming the proper setbacks are met.

Question 8: The septic/drainage system in the back of the plat, the greatest distance back from Oak Creek Road, appears to be right at the creek or might even cross that creek. How is this system accessed by the houses it serves? Does this actually cross the creek?

Response: Any proposed sewage treatment system at this stage is preliminary and has not undergone VDH review for a Construction Permit. Each system will be evaluated to ensure that it meets the minimum requirements as set forth in the applicable regulations or County ordinance. This reviewer is unaware of a proposed system that “crosses the creek”.

Question 9: Is it possible that multiple wells that are so close to multiple septic/drainage systems could become contaminated?

Response: Given that the proposed wastewater treatment system will produce treated effluent with disinfection, it is unlikely that the groundwater aquifer will become contaminated. In addition, it is important to note that all setback distances between the wastewater treatment system and private water supplies will be maintained.

Question 10: Is it possible that during extended wet weather climate when puddles of water can be seen in all low-lying areas, that laws of physics dictate that saturated ground can hardly further drain large volumes of black water effluent?

Response: While not understanding the question completely, this reviewer would say that the septic system will NOT be installed in the “low lying areas” as these areas are typically poorly drained.

Question 11: Is it true that in periods of very dry weather conditions that wells in this area have historically nearly or completely dried up, eliminating the success of the septic/drainage system which depends on water to function?

Response: This reviewer is not aware of any large scale issues associated with wells drying up. It is important to note that if a home doesn't have water, then wastewater will likely not be generated from a home.

Question 12: Are the sand-mound systems being used because the land does not perc?

Response: Sand mound systems are approved by the Sewage Regulations and are indeed used in areas that “perc”. It is unknown as to why the applicant wishes to utilize this as a means for dispersal, but they are approved by the Regulations as a valid onsite option.

If this project does move forward, I respectfully request the following:

1. Builders must work from 08:00 AM to 5:00 pm, not like the fellows who timbered the trees who arrived at 05:45 AM and stayed until 8:00 pm in Dec-Jan.

Response: This is not a Health Department issue.

2. I request that Mr. Miller be required to place a silt fence in addition to a four-foot solid soil berm around the entire area where his property is immediately adjacent to mine so

any escaped black water effluent drains back onto his property, not mine.

Response: This is not a Health Department issue.

3. Mr. Miller will please submit the perc tests, soil tests, specs for the sewer system, MS13 all as previously requested.

Response: Mr. Miller will need to submit the soil evaluation, proposed treatment unit information, and PE Plans as part of the VDH review process to obtain a Construction Permit.

4. Mr. Miller himself will be required to pay to pipe in and maintain water supply in perpetuity to his new subdivision so that:

a. My spring and my well, as well as those of my neighbors are not threatened with contamination or drying up, and any future unsuspecting Ballinger Creek home buyers will not experience water loss/failure which would directly affect their septic/drainage systems.

Response: This is not a Health Department issue.

b. Fluvanna County will not ever be expected to provide water for Mr. Miller's densely populated subdivision if/when multiple wells fail in prolonged arid dry conditions.

Response: This is not a Health Department issue.

c. Fluvanna County residents will not ever be taxed to cover the cost of water for his subdivision for any reason.

Response: This is not a Health Department issue.

5. Mr. Miller will be required to personally maintain his untested experimental 4-house septic/drainage system, designed and approved by Mr. Miller himself, for 10 years after the last home is sold so that he would be directly involved in an effective risk assessment and analysis of the success or failure of his experiment, in conjunction with Fluvanna County oversight.

Response: This is not a Health Department issue.

I sense that this is my last opportunity to plea for reason regarding this proposal. 20 houses, each with a well, an unheard of septic/drainage system for 4 houses in a steeply-sloped few acres immediately close to creeks, built in the midst of a quiet countryside that house folks who do not want to live on top of each other in an A1 agricultural zoned area will forever and completely change the nature of where we live: increased number of people, traffic, noise, lights, trash, pollution, water usage, increased risk of experimental septic/drainage systems, and potential contamination and stench related to poor drainage. Can you just imagine the noise level of a weekly trash truck that rudely interrupts the quiet country side in which I live at this moment? This subdivision will forever diminish or erase: privacy, peace, quiet, dark nights with visible stars, peace of mind, security, and safety. This is a direct threat to my way of life as a long-term tax-paying Fluvanna County homeowner and I stand to lose too much.

PLEASE SAY NO TO THIS PROJECT!

Fluvanna County currently requires Mr. Miller to maintain the septic/drainage system for five years after 90% of the “units” are sold. Question: does “unit” here denote property lots sold to Liberty Homes or homes sold to individual families?

May 18, 2021

Fluvanna County Board of Supervisors
 132 Main Street
 Palmyra, VA 22963

RE: SUP 20:02 Quigley Properties LLC - Comments from Dale & Jackie Layton, 265 Oak Creek Road, Palmyra.

To Chairman Sheridan and members of the Board of Supervisors:

Since I have worked in construction much of my life working as a finish carpenter, I have some real concerns about the proposed wastewater treatment systems. Our previous letter to the Fluvanna Planning Commissioners stated those concerns about the number of homes being proposed for each unit (4 homes on one wastewater treatment unit) in Mr. Miller’s letter dated 9.29.20. We understand that logistics have changed since that time with the sale of the Courthouse Road part of Ballinger Bluff.

In our letter, we presented information about the Norweco units from a distributor who gives a thorough description on their website of the superior efficiency and the capacity of each unit (<https://www.ajfoss.com/products/wastewater/norweco-septic-systems/>). The company states they were fully trained by Norweco’s nationally-accredited program which certifies that the system is manufactured and installed to exacting standards. The link describes the units as an “individual home”wastewater treatment system. Furthermore, the largest unit of the six sizes listed has a capacity of 1500 gallons (recommended for up to **8 bedrooms** only, as listed in the chart below.

	NORWECO Singulair Green 600 GPD Aerobic Tank	NORWECO Singulair 960 Aerobic Concrete Tank
Tank Material/ Construction	High density, rotationally-molded, UV stabilized polyethylene with integral support ribs	High-quality 5,000 psi precast concrete for decades of reliable performance
Tank Size / Capacity	600 GPD (up to 4 bedrooms)	1,500+ GPD (up to 8 bedrooms)

Miller’s letter states that since there will be more than two connections to each waste treatment unit, the Virginia Health Department will have to review and approve all units.

It also says each WTU will serve a maximum of 4 cluster lots with each house producing 300 GPD, which is a construction industry average. The number of bedrooms is another way the size of a septic system is determined. According to his letter, the total output would be 1200 GPD to each unit. The chart above clearly shows an 8 bedroom capacity for 1500 GPD. This suggests that the 4 homes would only have two bedrooms, which isn't likely. It seems that Mr. Miller is trying to double the capacity of what the unit was designed for. If each house has 4 bedrooms which is standard for home builders currently, it would be two times the recommended capacity.

RESPONSE: The treatment unit in question has a hydraulic limitation of 1500 gallons of residential wastewater per day (gpd) based the manufacturers literature. Given the fact that the unit will only receive residential flows, it should not matter whether the flow comes from one home or several, provided the hydraulic capacity of 1500 gpd is not exceeded.

Do you know how large the units are? How many bedrooms are planned for each home? Where the treated wastewater will drain? **RESPONSE:** The Health Department is unaware of how many bedrooms are planned for each home, but the 300 gpd average per residential unit is fairly standard in the engineering world as it reflects real world numbers for 3-4 bedroom residential dwellings. From what this reviewer understands, the treated effluent will be dispersed into the ground via a sand mound adhering to the sewage regulations and applicable guidance documents/manuals.

Nowhere could we find that these units are made to accommodate multiple homes. When we were referred to the Health Department with these questions their response indicated that they had been told that the proposed manufacturer (referring to Enviro-Klean) has been widely used in our area for some time with an excellent track record.

RESPONSE: As far as not being able to confirm the proposed treatment system's use as being acceptable for multiple dwellings, this reviewer is fairly certain that there isn't information out there that says that the unit cannot serve the intended use provided that the daily hydraulic capacity is not exceeded. When we asked for documentation of inspections there was no answer. We would like to know if these records are being kept and if the results are available to the public. **RESPONSE:** Inspection records are public record and subject to disclosure through a FOIA request. Also, of minor note, Enviro-Klean is a distributor for Norweco and not the manufacturer.

Furthermore, Mr. Miller's letter does not speak of the two years of service that is provided by distributors of the Norweco unit to ensure optimal system performance. On the contrary, he claims that it is the HOA's responsibility in hiring someone to maintain the systems. Who will the company that maintains the systems he is referring to report to? **RESPONSE:** Provided that a properly licensed operator is performing the work according to the approved O & M manual, VDH has no issue with who does it.

To ease the minds of the adjacent property owners, it would be very much appreciated if a special meeting could be held to answer all the questions and reveal how it will work in this set of circumstances.

Please carefully consider the decision you make tonight for the future of Fluvanna County.

Sincerely,

Dale and Jackie Layton

Board of Supervisors Meeting Public Comment

June 2, 2021

Hello,

My name is Lois Fulks at 331 Oak Creek Road in Palmyra, VA, the property immediately adjacent to the proposed Ballinger Creek subdivision. Thank you for allowing Fluvanna County citizens the opportunity to speak. My personal interest is to protect property rights now and in the future for any owners of 331 Oak Creek Road, as well as my surrounding neighbors.

Question: Are we considering Mr. Miller's SUP for central septic proposal in an out-of-order chronology? Should we settle the water issue first, and once that is completed, then entertain the special use permit that he proposes? We know that this area of the county is problematic for water, as many neighbors have already reported individual difficulties, well failure, etc. What happens to homeowners on 0.35 acres whose wells fail and there is simply no more land available to dig another well?

Mr. Miller's 11-acre plan of 20 houses, each house on 0.35 acres & each house with its own well, is the highest density of wells ever approved in Fluvanna County, many of which are within 400 feet of eight other wells. At least 12 of the proposed wells are within 250 feet of my property line, and at least 3 of the large experimental septic/drainage systems are within 50-100 feet of my property line, meaning that my well and spring are directly threatened by this project, as are my neighbor's creeks and springs which continue to flow downward from his higher elevation, though many current Palmyra neighbors have been silenced by Mr. Miller's current and coercive land deal agreements. Miller's central septic and drainage system proposal is experimental because it has never been tested in Fluvanna County, or even in the state of Virginia.

There is a naturally-occurring sloped drainage area in the center of his subdivision that flows as a creek every Spring, flowing downhill through his property to mine. He plans to place a large central storm water basin collection unit there. It is not clear to me how this will affect his property except to sit on an intermittently-flowing small creek and fill up his basin faster with naturally occurring water flow. Is the EPA aware of this?

Even more alarming to me is the posterior storm water management basin (SWM-2) on the proposed plat which appears to sit right on a flowing creek, and the West-water treatment unit (WTU-5) actually crosses that flowing creek. Is the EPA aware of this?

Unpredictable weather may have a huge impact on the success or failure of the proposed systems: During periods of hot arid climate, wells in this area have historically been severely limited in GPM output, or have even dried up altogether. How will the county manage this issue for multiple crowded cluster-homes with wells that falter or fail?

During periods of very wet climate when standing water puddles for days, as it often does here in winter and spring, laws of physics dictate that ground effluent drainage will simply not be optimal with the risk of it then becoming the flowing stench-filled non-draining stagnation problem that is feared.

Additionally, some of Fluvanna County's basic planning regulations have not been met with Mr. Miller's current proposals for Oak Creek Road.

A. Planning & Zoning Guidelines (page 71, part B section 1) says "The proposed use should not tend to change the character and established pattern of the area or community":

Addressing section 1: Experimenting with multiple untested central septic systems on land that likely does not perk, to be tested in the midst of 20 newly constructed houses each built on 0.35 acres in an 11-acre area is a huge risk with no margin for error, using 20 wells in a very small water-problematic area automatically changes and threatens the character and established pattern of the rural Oak Creek Road community.

B. Same Planning & Zoning Guidelines Page 71, part B, Section 2 says "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".

Addressing section 2: Mr. Miller's central septic/drainage systems are an experiment, as above, not by-right. Mr. Miller can by-right create specially treated single-use individual septic drain fields in the traditional way that has already proved itself in Virginia and in Fluvanna County. In this way, the natural drainage

of the land with Health Department oversight determines the number of houses to be built, which is as it should be.

Adverse effects to adjacent properties such as dried up wells & springs, soil erosion, silt build-up, and soil and water contamination which threatens springs and small creeks, larger Ballinger Creek, nearby rivers, and ultimately the Chesapeake Bay, stench of poorly functioning collection units will likely happen slowly over months or years and simply cannot be known until time has passed, leaving all of us to deal with the fall-out of decisions made regarding this proposal at this time.

Relating to my own situation: What protection is offered to 331 Oak Creek Road owners, and what happens if I am unable to stay on my land and/or unable to sell because of adverse consequences listed, even 10, 15, or 20 years from now?

C. Page 8 (of 18) of the Fluvanna County General Planning Information states under Residential Density & Dimensional Requirements: “Density 2.9 dwellings per acre with central water and sewer”. Mr. Miller’s plan meets neither of these requirements. He does not have central water, and he does not have a sewer because the effluent will not be transported to a treatment facility.

Decisions made today set precedence and directly impact all future similar decisions in multiple areas of Fluvanna County. Unless the county is prepared to eventually provide central water and sewer to Mr. Miller’s and others’ future cluster residential subdivisions, now is the time to say NO to the special use permit requested for centralized septic drainage systems as proposed by Mr. Miller to avoid excessive environmental & financial risk and permanent headaches for Fluvanna County.



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.

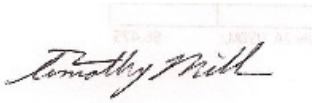
ADEQUATE GROUNDWATER SUPPLY

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 light-colored 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.

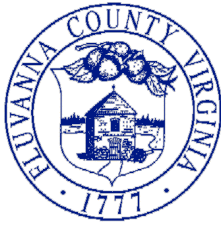
Please let me know if you need additional information.

Sincerely,

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

**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 checked="" type="checkbox"/>	VDOT Monthly Report & 2020 Resurfacing List
<input type="checkbox"/>	CARES Act Memo to Localities - 1st Round
<input type="checkbox"/>	CARES Act Memo to Localities - 2nd Round
<input type="checkbox"/>	Updated CARES Act US Treasury Guidance
<input type="checkbox"/>	



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

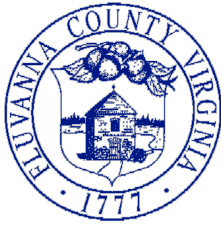
BOS 2021-06-16 p.309/320
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: June 16, 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



COUNTY OF FLUVANNA

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MEMORANDUM

BOS 2021-06-16 p.311/320
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

Date: June 16, 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

**Culpeper District, Louisa Residency
Fluvanna County Monthly Report: June 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
Rt. 656 Bridge Rehabilitation (0656-032-6070, SR01)	CN Begins	Expected Completion Sept 2021	
Route600/618Intersection Improvements (UPC 111739)	Floodplain Analysis	Scoping	FEB 2023/4

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)

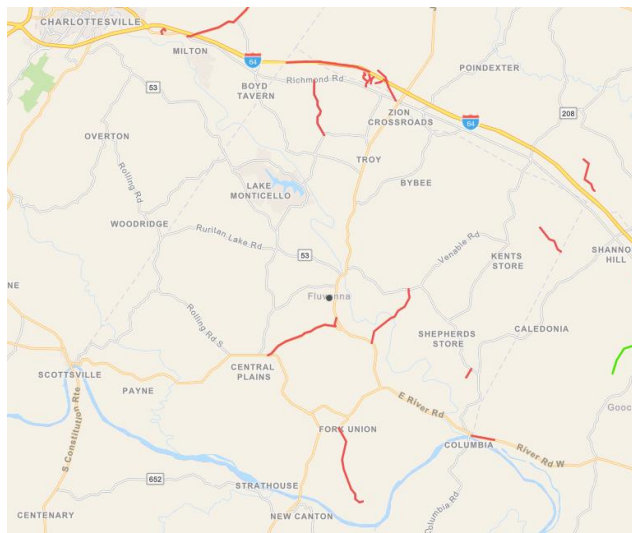
State-Force and District-Wide Bridge Projects:

- **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;** CN Scheduled for July
- **Rt. 6 E of Rt. 624 – Pipe Replacement;** CN Scheduled for July

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 Corridor Safety Study

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
- Route 649, Central Plains Road Speed Study
 - Recommended 50/45mph for trucks; sign installation pending

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)
- Rt. 53/660 & Rt. 600/618 Stop Bar installed

Local Assistance Programs

- Transportation Alternatives Program
 - Palmyra Sidewalk, Parking, and Traffic Improvements
 - Application Due July 1

Area Land Use

Residency Area Land Use Staff have issued **29** permits in 2021

Fluvanna County Plan/Plat Received April-May 2021							
Project Name	Routes/Address	Submission Type	VDOT Contact	VDOT Received Date	Locality Due Date	VDOT Comment Date	Status
Hourihan Minor Subdivision	605-18 Shannon Hill Rd Columbia VA	Preliminary Plat Review,	John Wilson	4/28/2021	6/11/2021	5/26/2021	Review Complete - Acceptable
Hilsinger Minor Subdivision	636-TMP 17-A-26E	Final Plat Review,	Mark Wood	4/29/2021	6/11/2021	5/20/2021	Review Complete - Acceptable
Geralline Fortune Family Subdivision	600-TMP 9-A-18	Final Plat Review,	John Wilson	4/28/2021	6/11/2021	5/7/2021	Review Complete - Acceptable
Glen Bateman Jr Family Subdivision	631-1307 HUNTERS LODGE RD TROY VA 22974	Final Plat Review,	John Wilson	5/10/2021	6/24/2021	5/26/2021	Review Complete - Revision Required
Christian Associates Contractors Storage Yard	618-TMP 9-A-12	Preliminary Plan,	John Wilson	5/20/2021	7/2/2021		Review Underway
High Point Subdivision	678-Miles Jackson Road	Final Plat Review,	Mark Wood	5/20/2021	7/2/2021		Review Underway
South Boston Self Storage	600-TMP 18-A-53	Preliminary Plat Review,	John Wilson	5/20/2021	7/2/2021		Review Underway
Cunningham Solar Project	600-TMP 18-A-44	Site Plan,	John Wilson	5/20/2021	7/2/2021		Review Underway

- [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.

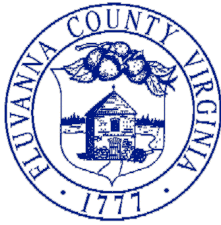
Maintenance Activities

- VDOT crews in Palmyra and Zion Crossroads Area HQ have responded to **526** Work Orders in FY21. Top activities have been dead animal removal and fallen tree/limb clearing.

BOS Manual:

http://www.virginia-dot.org/business/resources/local_assistance/BOSmanual.pdf

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



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS 2021-06-16 p.319/320
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
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www.fluvannacounty.org

MEMORANDUM

Date: June 16, 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
Less: FY21 Purchase of Fluvanna TMP 51 A 138 and 51 A 139 – 05.05.21	-\$30,000
Current Unassigned Fund Balance	\$7,615,939

