



## FLUVANNA COUNTY BOARD OF SUPERVISORS

### REGULAR MEETING AGENDA

Carysbrook Performing Arts Center  
8880 James Madison Hwy, Fork Union, VA 23055

March 2, 2022

Regular Meeting at 5:00 pm

**Budget Work Session at 7:00 pm**

TAB	AGENDA ITEMS
<b>1</b>	<b>CALL TO ORDER</b>
<b>2</b>	<b>PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE</b>
<b>3</b>	<b>ADOPTION OF AGENDA</b>
<b>4</b>	<b>COUNTY ADMINISTRATOR'S REPORT</b>
<b>5</b>	<b>PUBLIC COMMENTS #1</b> (5 minutes each)
<b>6</b>	<b>PUBLIC HEARING</b>
	<b>At 7:00pm</b>
<b>7</b>	<b>ACTION MATTERS</b>
A	Coves at Monticello Affordable Workforce Housing Performance Agreement– Eric Dahl, County Administrator
B	Emergency Procurement - Fire Apparatus Purchase – Cyndi Toler, Purchasing Officer
<b>7A</b>	<b>APPOINTMENTS</b>
<b>8</b>	<b>PRESENTATIONS</b> (normally not to exceed 10 minutes each)
C	Tobacco Tax Revenue Towards Tobacco Use Prevention –Dr. Denise Bonds, BRHD Director
<b>9</b>	<b>CONSENT AGENDA</b>
D	Minutes of February 16, 2022 – Caitlin Solis, Clerk to the Board
E	Minutes of February 23, 2022 – Caitlin Solis, Clerk to the Board
F	Proclaiming March as American Red Cross Month – Eric Dahl, County Administrator
G	CRMF - FCHS Track and Field Equipment – Don Stribling, FCHS Executive Director
H	CRMF - Maintenance Shop Generator – Dale Critzer, Assistant Director of Public Works
I	CRMF - Various Damages From The January 2022 Snow Storm – Dale Critzer, Assistant Director of Public Works
J	Building Services Worker I Job Description Update – Donna Snow, Human Resources Manager
<b>10</b>	<b>UNFINISHED BUSINESS</b>
	TBD
<b>11</b>	<b>NEW BUSINESS</b>
	TBD
<b>12</b>	<b>PUBLIC COMMENTS #2</b> (5 minutes each)

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

---

**13 – CLOSED MEETING**

---

TBD

**RECESS – DINNER BREAK**

**RECONVENE @ 7:00pm**

---

**6 – PUBLIC HEARING**

---

K Public Hearing for an Ordinance To Amend Chapter 2, Article 2, Sec. 2-2-3(A) Of The Fluvanna County Code To Designate The Beaver Dam Baptist Church As The Polling Place For The Palmyra District, 101 Voting Precinct – Eric Dahl, County Administrator

---

**BUDGET WORK SESSION**

---

County Department Budget Proposals & CIP – Eric Dahl, County Administrator

Budget Discussion – Eric Dahl, County Administrator

---

**14 – ADJOURN**

---



---

County Administrator Review

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

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

## **PLEDGE OF ALLEGIANCE**

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

## **GENERAL RULES OF ORDER**

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

## **RULES OF PROCEDURE FOR PUBLIC HEARINGS**

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

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



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

**TAB A**

<b>MEETING DATE:</b>	March 2, 2022				
<b>AGENDA TITLE:</b>	Coves at Monticello Affordable Workforce Housing Development and Performance Agreement				
<b>MOTION(s):</b>	<p><b>I move the Board of Supervisors approve the “Development and Performance Agreement” with Exhibits 1 through 4, between Fluvanna County, the Economic Development Authority Of Fluvanna County, Virginia and Monticello Coves Realty Partners LP for the purpose of developing affordable housing and by agreeing to provide semi-annual grants through the EDA based on a certain percentage of the taxes paid by the Developer due to the increased real estate assessment subject to and agreeing to the terms of this Agreement and authorize the County Administrator to sign this Agreement on behalf of the County after approval as to form by the County Attorney.</b></p>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					<b>X</b>
<b>STAFF CONTACT(S):</b>	Eric Dahl, County Administrator				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	None				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>Pinnacle Construction &amp; Development Corp. is the proposed developer for the Coves at Monticello, which is the multi-family housing section in Colonial Circle. They are proposing 124 units of Affordable Workforce Housing. This multi-family housing development would be similar to their recently completed Brookdale development (see in Executive Summary pg. 26). Estimated 2 &amp; 3 bedroom rents would range from \$925-\$1500 per month. This project would use 50-70% AMI (Average Median Income), which would be around \$45K-\$65K. As part of being able to provide Affordable Workforce Housing, they are requesting real estate tax financial incentives through a 10 year Performance Agreement:</p> <ul style="list-style-type: none"> <li>• The enclosed financial incentive comparison shows static values over a 30 year period for the following: <ul style="list-style-type: none"> <li>○ <u>As-Is</u>: Estimated taxes over a 30 year period on unimproved land would generate \$18,946.</li> <li>○ <b>PROPOSED</b> - LIHTC – 10 Year Performance Agreement: The LIHTC (Low Income Housing Tax Credit) – 10 Year Performance Agreement reflects tax incentives years 1-10, reduction of tax incentives years 11-14 and full tax payments years 15-30. The total estimated real estate tax generated over years 1-30 would \$1,733,623.</li> </ul> </li> </ul>				

	<ul style="list-style-type: none"> <li>○ <u>Market Rate Development – 8 Year Delay</u>: This forecast assumes a market rate development with no financial incentives. It shows a 8 year development delay and 2 years for construction. The total estimated real estate tax generated over years 1-30 would be \$1,924,142.</li> <li>○ <u>Market Rate Development – 4 Year Delay</u>: This forecast assumes a market rate development with no financial incentives. It shows a 4 year development delay and 2 years for construction. The total estimated real estate tax generated over years 1-30 would be \$2,305,182.</li> </ul> <p>At the August 4, 2021 Board of Supervisors regular meeting, the board directed staff to come back to them with a finalized 10 year Performance Agreement. During this time, the land owner and developers have been working further to subdivide parcels and record plats for the subject development. Since the Fluvanna County Economic Development Authority (EDA) is a party to the agreement, County staff worked with the County Attorney’s office, EDA, and EDA attorney to finalize the agreement.</p> <p>The County and the Fluvanna County Economic Development Authority is authorized under the Code of Virginia certain powers:</p> <ul style="list-style-type: none"> <li>• Virginia Code Section 15.2-953, allows the County to give funds to the EDA for the purposes of promoting economic development.</li> <li>• Virginia Code Section 15.2-1205, allows the County to give, lend or advance in any manner that it deems proper funds or other County property, not otherwise specifically allocated or obligated, to the EDA.</li> <li>• Virginia Code Section 15.2-4905(13) allows the EDA to make loans or grants to any person, partnership, association, corporation, business, or governmental entity in furtherance of the purposes of the Industrial Development and Revenue Bond Act (Virginia Code Sections 15.2-4900 et seq.), including for the purposes of promoting economic development and affordable housing in municipalities whose housing authorities have not yet been activated, provided that any loans or grants are made only from revenues of the EDA which have not been pledged or assigned for the payment of any of the EDA's bonds.</li> </ul> <p>At the Fluvanna County Economic Development Authority meeting on February 14, 2022, the Development and Performance Agreement was approved.</p>
<p><b>FISCAL IMPACT:</b></p>	<p>By the County rebating real estate taxes paid back to the EDA, and subsequently to the developer per the Development and Performance Agreement, the County will be foregoing increased real estate tax revenue from the increased improvements to the parcel per the terms of the agreement. There may be other fiscal impacts (increased other revenues, additional services required, economic development, etc.), but it is unknown at this point.</p>
<p><b>POLICY IMPACT:</b></p>	<p>N/A</p>
<p><b>LEGISLATIVE HISTORY:</b></p>	<p>N/A</p>
<p><b>ENCLOSURES:</b></p>	<ul style="list-style-type: none"> <li>• Development and Performance Agreement with Exhibits 1-4</li> <li>• 30-year Estimated Real Estate Tax Comparison</li> <li>• Pinnacle Construction Executive Summary</li> </ul>

<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
<b>X</b>					<b>X</b>





## DEVELOPMENT AND PERFORMANCE AGREEMENT

THIS DEVELOPMENT AND PERFORMANCE AGREEMENT (the “Agreement”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between the **ECONOMIC DEVELOPMENT AUTHORITY OF FLUVANNA COUNTY, VIRGINIA**, (“the EDA”) **MONTICELLO COVES REALTY PARTNERS LP**, a Virginia limited partnership (the “Developer”), and the County of **FLUVANNA**, a political subdivision of the Commonwealth of Virginia (the “County”). The EDA, the Developer and the County are collectively referred to herein as the “Parties”, and each as a “Party.”

WHEREAS, the Developer intends to develop affordable housing on a portion of Fluvanna County Parcel Number 8-A-A14A3, located on Thomas Jefferson Parkway, Palmyra, (in the County of Fluvanna, Virginia), Virginia, such portion being 6.315 acres, more or less, identified as Parcel C (the “Property”) on that plat (the “Plat”) of Foresight Survey, P.C. dated January 25, 2022, entitled “Final Subdivision Plat of Tax Map 8 Parcel A-A14A3 Colonial Circle, Cunningham District, Fluvanna County, Virginia” recorded in the Fluvanna County Circuit Court Clerk’s Office as Instrument No. 220000506, in substantial conformance with the Schematic Site Sketch (the “Schematic”) which is not a formal site plan and has not been submitted to or approved by the County (referred to herein as the “Project”). Such Project will also be consistent with that Preliminary Master Plan for Colonial Circle Residential Planned Community (R-3) approved by the County on June 19, 2019 (the “Master Plan”). Such Plat, Schematic and Master Plan are attached hereto as **Exhibit 1**, **Exhibit 2** and **Exhibit 3**, respectively, and made a material part hereof. The Property and the Project will be developed as a multi-family residential development; and

WHEREAS, the Fluvanna County Board of Supervisors (“Board of Supervisors”) desires to promote economic development, the increased viability of Fluvanna County, Virginia, and encourage affordable quality housing for all income levels in the County of Fluvanna, Virginia pursuant to the Fluvanna County Comprehensive Plan, see list of relevant excerpts from the Fluvanna County Comprehensive Plan attached hereto as **Exhibit 4** and made a material part hereof; and

WHEREAS, the public purposes for the County and the EDA to enter into this Agreement include: (i) pursuant to Virginia Code Sections 15.2-953, 15.2-1205, and 15.2-4901, the promotion of economic development and the increased vitality of the County of Fluvanna, Virginia; and (ii) pursuant to Virginia Code Section 15.2-4905, since Fluvanna County has not activated a housing authority as provided by Virginia Code Sections 36-4 and 36-4.1, to promote safe and affordable housing facilities used primarily for single or multi-family residences, in the Commonwealth of Virginia and to benefit the safety, health, welfare, and prosperity of residents of the County of Fluvanna, Virginia; and

WHEREAS Virginia Code Section 15.2-953, allows the County to give funds to the EDA for the purposes of promoting economic development; and

WHEREAS Virginia Code Section 15.2-1205, allows the County to give, lend or advance in any manner that it deems proper funds or other County property, not otherwise specifically allocated or obligated, to the EDA; and

WHEREAS, Virginia Code Section 15.2-4905(13) allows the EDA to make loans or grants to any person, partnership, association, corporation, business, or governmental entity in furtherance of the purposes of the Industrial Development and Revenue Bond Act (Virginia Code Sections 15.2-4900 et seq.), including for the purposes of promoting economic development and

affordable housing in municipalities whose housing authorities have not yet been activated, provided that any loans or grants are made only from revenues of the EDA which have not been pledged or assigned for the payment of any of the EDA's bonds; and

WHEREAS, Virginia Code Section 15.2-4901, grants the EDA, since no housing authorities have been activated as provided by §§ 36-4 and 36-4.1 in Fluvanna County, the powers contained herein with respect to facilities used primarily for single or multi-family residences in order to promote safe and affordable housing in the Commonwealth of Virginia and to benefit thereby the safety, health, welfare, and prosperity of the inhabitants of the Commonwealth of Virginia; and

WHEREAS, on August 4, 2021, the Board of Supervisors was presented with Developer's proposed plan for the Project and the Developer's proposal that the Board of Supervisors consider making a commitment to support the development of affordable housing by agreeing to provide the Project with semi-annual grants through the EDA based on a certain percentage of the taxes paid by the Developer due to the increased real estate assessment subject to its review and approval in its sole discretion of an agreement on the terms related thereto among the Parties, but no resolution was made by the Board of Supervisors at such time; and

WHEREAS the EDA desires to promote and encourage the economic development and vitality of the County and assist in providing affordable quality housing in the County by agreeing to provide the Developer with any grants submitted to the EDA by the County to support the development of affordable housing in the County; and

WHEREAS the Board of Directors of the EDA approved a Resolution on

\_\_\_\_\_, 2022 agreeing to the terms of this Agreement and authorized the Chairman of the EDA to sign this Agreement on behalf of the EDA contingent on the approval of the Agreement by the Board of Supervisors; and

WHEREAS the Board of Supervisors approved a Resolution on \_\_\_\_\_, 2022, expressing the County's commitment to support the development of affordable housing by agreeing to provide the Project with semi-annual grants through the EDA based on a certain percentage of the taxes paid by the Developer due to the increased real estate assessment subject to and agreeing to the terms of this Agreement and authorized the County Administrator to sign this Agreement on behalf of the County after approval as to form by the County Attorney.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations herein contained, and other good and valuable consideration, the parties agree as follows:

1. The Developer agrees to the following:
  - (a) The foregoing recitals are incorporated into this Agreement by reference as material parts hereof.
  - (b) The Developer agrees to develop the Project in substantial conformity with Schematic and the Master Plan. This Agreement is contingent upon the County's approval of the Final Site Plan for the Project (the "Final Site Plan"); and that such Final Site Plan is approved no later than September 1, 2022, however, this Agreement is not, and shall not be construed as any approval of any site plan(s) not previously approved by the County. This Agreement shall be contingent on the Final Site Plan being in all material respects consistent with the Schematic, Master Plan and this Agreement, if the Final Site Plan is inconsistent therewith or if the Final Site Plan is not approved by September 1, 2022, then this Agreement shall be null and void and of no further

force and effect and the County and the EDA shall have no further obligations hereunder whatsoever and no obligations to provide the Performance Initiative, as defined below. The Developer specifically agrees to develop at least one hundred twenty-four (124) single and/or multi-family residential units reserved for households with total combined average incomes less than 60% Area Median Income (AMI) in accordance with the plan of the Virginia Housing Development Authority (“Virginia Housing”) for the allocation of low-income housing tax credits as amended effective January 1, 2019. This Agreement shall apply to all affordable units developed pursuant to an approved Final Site Plan for the Project consistent with the terms of this Agreement. The Developer shall certify annually to the County Administrator that these affordable housing uses are continuing with respect to the Project.

(c) The Developer shall obtain site plan and building permit approval from the County to construct at least one hundred twenty-four (124) single and/or multi-family residential units at the Project. The Developer shall certify to the County it has been allocated federal low-income housing tax credits eligible for affordable housing development as administered by Virginia Housing and has obtained approval from a reputable financial institution agreeing to finance the construction of the buildings and appurtenant site improvements related to the Project. The Developer shall certify that the Final Site Plan confirms in all respects to the requirements of this Agreement.

(d) The Developer agrees to begin construction of the Project within One Hundred Eighty (180) days of obtaining building permit approval, subject to force majeure events or written agreement of the parties extending such time period. Notwithstanding the foregoing, if the Developer does not obtain building permit approval related to the Project within two (2) calendar years of the Effective Date of this Agreement, then this Agreement shall be null and void and of

no further force and effect and the County and EDA shall have no obligations hereunder whatsoever and no obligations to provide the Performance Initiative, as defined below.

(e) The Developer shall complete the construction of the Project in accordance with the Final Site Plan and in substantial accordance with the approved conceptual elevation and obtain the required final certificate of occupancy (the “First C.O.”) for the first building within thirty-six (36) months from the date construction begins (the date construction begins on the Project is the date the Developer obtains its first building permit related to the Project), subject to a written agreement of the parties extending such time period. The Project shall be fully and finally completed within seventy-two (72) months from the date construction begins on the Project, subject to a written agreement of the parties extending such time period. If the Developer does not obtain the required certificate of occupancy for the first building of the Project by the date required by this Agreement, then this Agreement shall be null and void and of no further force and effect and the County and EDA shall have no obligations hereunder whatsoever and no obligations to provide the Performance Initiative. If the Developer does not obtain the required certificate of occupancy for the entire Project by the date required by this Agreement, then this Agreement shall be null and void and of no further force and effect and the County and EDA shall have no further obligations hereunder whatsoever and no obligations to provide the Performance Initiative.

(f) The Developer agrees to continuously operate and to maintain the Project during the term of this Agreement and be responsible for all maintenance, taxes, insurance and other costs associated with the Project. If the use of the Project changes during the term of this Agreement, the Performance Incentive will no longer be provided. If any County taxes on the Project are delinquent during the term of this Agreement, the Performance Incentive will not be provided until

the delinquency is satisfied. Any late fees, interest charges or penalties related to any delinquency shall be paid by Developer and will not be included in the funding for the Performance Incentive.

2. The County agrees to the following:

(a) The County agrees to provide to the EDA funding for a Performance Incentive Grant (the “Grant” or the “Performance Initiative”) over a time period commencing with the first real estate tax bill that is based on an increased assessment of the Property due to development of the Project which is billed after the First C.O. for the Project is issued and ending fourteen (14) years from the date of issuance of the First C.O. for the Project. The Performance Incentive Grant shall be as follows:

(i) Commencing on the date of issuance of the first tax bill reflecting an increased assessment arising out of the development of the Project after issuance of the First C.O. for Project and through 10 years after the issuance of the First C.O. for the Project, the annual grant shall be based on 100% of real estate taxes paid on the tax increment (the amount of future increases in the real estate tax assessment above the existing assessment related to the Project contemplated under this Agreement) (the “Tax Increment”) of the Property owned by the Developer and comprising the Project. At the time of the initial request from the Developer in 2021, the Property was designated as a 6.315 acre portion of prior Fluvanna County Tax Parcel Number 8-A-A14A (the “Tax Parcel”) (currently parcels 8-A-A14A (42.232 acres), 8-A-A14A2 (7.817 acres) and 8-A-A14A3 (10.883 acres)) which consisted of a total of 60.932 acres. The Project portion of the total Tax Parcel = 10.36%, which shall be determined annually by subtracting (i) the stipulated 2021 assessed (*pro rata*) value of the Property of \$71,439.14 [=2021 Total Assessed Value of prior 8-A-A14A \$689,300 \* 10.36%] from (ii) the future assessed value of the Property (as then subdivided from the total Tax Parcel) based upon a re-assessment of the Property arising out of development of the

Project (as determined by the Fluvanna County Commissioner of the Revenue on an annual basis). Notwithstanding the foregoing, any portion of the future assessed value relating to any re-assessment of the Property arising out of development of anything other than the residential units compromising the Project and contemplated by this Agreement shall not be paid by the Developer and shall not be a part of the Tax Increment and no grant shall be paid by the EDA to the Developer related thereto.

(ii) In year 11, the Grant shall be based on 80% of the real estate taxes paid on the Tax Increment. In year 12, the Grant shall be based on 60% of the real estate taxes paid on the Tax Increment. In year 13, the Grant shall be based on 40% of the real estate taxes paid on the Tax Increment. In year 14, the Grant shall be based on 20% of the real estate taxes paid on the Tax Increment.

(b) The County shall provide to the EDA the required funding for the Grant semi-annually subject to the terms and conditions of this Agreement. The County shall provide the EDA the required funding for the Grant within thirty (30) days after the Developer has paid the full amount of the assessed County real estate taxes due for the applicable half of the year.

(c) The Grant shall commence with the first real estate tax bill issued that is based on an increased assessment of the Property due to development of the Project after the issuance of a certificate of occupancy (which may be a temporary certificate of occupancy) for the Project. The Grant shall continue to be paid for a period of fourteen (14) years from the date of issuance of the final certificate occupancy for the Project.

3. The EDA agrees to the following:

(a) Subject to the Developer performing each and all of its obligations under this Agreement, the EDA agrees to, on a semi-annual basis, and within thirty (30) days of receipt of the



semi-annual Grant funding from the County, to disburse the Grant funding proceeds to the Developer consistent with the terms and conditions of this Agreement as requested by the County.

(b) The EDA shall have no obligation to the Developer to provide the Grant if the County does not first provide the EDA with the funds. The EDA's only obligation to the Developer is to provide the Developer with the Grant funds that were provided to the EDA by the County.

4. This Agreement shall be governed by, construed, interpreted and the rights of the parties determined in accordance with the applicable laws of the United States and the Commonwealth of Virginia, without regards to conflicts of law principles. The venue for any dispute between the parties relating to this Agreement shall be exclusively state courts of competent jurisdiction in Fluvanna County, Virginia or the United States District Court, Western District of Virginia, Charlottesville, Virginia.

5. Notice and other correspondence regarding this Agreement shall be in writing and may be hand delivered or mailed through the U.S. Mail (certified return receipt requested) or by national overnight carrier to the following addresses, or to such other or additional addresses as the parties may designate in writing:

EDA:	Fluvanna County Economic Development Authority Attention: Chair Rudy L. Garcia PO Box 546 Palmyra, VA 22963
Developer:	Monticello Coves Realty Partners LP Attention: William Park 1821 Avon Street Extended, Suite 200 Charlottesville, VA 22902
County:	Fluvanna County Attention: Eric M. Dahl, County Administrator PO Box 540 132 Main Street Palmyra, VA 22963

With a copy to:

Fluvanna County Attorney

414 East Jefferson Street  
Charlottesville, VA 22902

Notice shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (c) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. Any notices sent by email shall only be valid with a read receipt and if a copy of the Notice is also sent by regular mail. All notices shall be sent to the addresses set forth above. A party may designate other or additional addresses in writing according to this section.

6. Reporting. At the request of the County, but at least bi-annually, the Developer shall report, document and verify to the County, at the Developer's sole expense, a written report that verifies the Project's progress. The report must be in a form reasonably acceptable to the County Administrator. Upon the County's reasonable request for additional information, the Developer will provide such additional information related to the Project and reasonably satisfactory to the County before disbursement of any subsequent Performance Incentive funds.

7. Default. A Party shall be in default hereunder with respect to any monetary obligations, if such Party fails to make a payment when a payment becomes due and payable and such failure continues uncured for at least 30 days after the receipt of written notice of failure from the non-defaulting party. If a Party fails to perform any other obligation under this Agreement when and as required and such failure continues uncured for at least 60 days after receipt of written notice of failure from a non-defaulting Party. Notwithstanding the foregoing,

any periods for performance related to the construction of the Projects and the timing of completion of the construction of the Projects, or portions thereof including issuance of building permits or certificates of occupancy, shall be non-curable defaults for which the Developer will immediately be in default. In the event of any default by the Developer, the County or the EDA may terminate this Agreement and in the event of a termination on account of a Developer default (i) any funds in escrow with the EDA and not yet paid to the Developer shall be immediately returned to the County; (ii) the Developer shall repay to the EDA all funds received from the EDA pursuant to this Agreement within thirty (30) days of such default including without limitation all of the Performance Incentive; and (iii) the County or the EDA may pursue such other rights and remedies as may be available under law. The EDA shall pay any reimbursed amount received from the Developer back to the County. In the event of a County or EDA default, the Developer may pursue its rights and remedies as may be available under law. In the event the County or EDA bring suit against the Developer to enforce any provision of this Agreement, and the County and/or EDA prevail on the merits, then the Developer shall pay the attorney's fees and costs of the County and EDA.

8. This Agreement shall inure to the benefit of any party acquiring the Project, without the written consent of the EDA or the County so long as the new entity expressly assumes the obligations herein and remains fully liable under this Agreement.

9. Each party shall execute and deliver, or cause to be executed and delivered, any and all instruments, documents and conveyances, and take any and all action as shall be necessary or convenient, required to vest in each party all rights, interests and benefits intended to be conferred in and under this Agreement.

10. This Agreement may be executed in Counterparts, each one of which, when all parties have signed, may be conformed and shall constitute an original document.

11. This Agreement shall be binding on the parties, their respective successors and assigns. Notwithstanding the foregoing, the Developer shall not assign its rights or obligations under this Agreement without the prior written approval of the County and the EDA. An assignment is defined to include a change or transfer of any kind in the ownership (partnership) of the Developer.

12. This Agreement shall be subject to an annual appropriation by the Board of Supervisors. Failure by the Board of Supervisors to appropriate the Grant shall terminate this Agreement with no further obligation upon the part of either party.

13. This Agreement may be amended by the mutual written consent of all the Parties.

14. This Agreement is the full and complete agreement between the Parties and no amendment or modification can be made to this Agreement unless and until it is reduced to writing and executed and delivered by all Parties.

15. This Agreement is intended solely to establish the relative rights and obligations of the Parties and does not create any type of partnership, joint venture, purchaser-vendor, or employer-employee relationship.

16. This Agreement does not confer any rights on any person or entity who is not a party, whether as a third-party beneficiary or otherwise.

17. This Agreement and any action taken by the County, the EDA, or their respective Boards pursuant to this Agreement is not, and shall not construed to be, a waiver of either sovereign immunity or any other governmental immunity that applies to the County, the County's Board of Supervisors, the EDA, or the EDA's Board of Directors.

18. No County Supervisor or other County officer or employee, and no EDA Director or other EDA officer or employee, shall be personally liable to the Developer if there is any default or breach by the County, the Board, the EDA, or the EDA's Board of Directors pursuant to this Agreement.

19. The Developer agrees to indemnify, hold harmless, and defend the County, the EDA, and their supervisors, officers, directors, agents, and employees from any and all liability, loss, damage, claims, causes of action, and expenses (including without limitation reasonable attorneys' fees), caused or asserted to have been caused, directly or indirectly, by the Developer in connection with the performance of this Agreement. This includes any act or omission of an officer, director, agent, employee, or representative of the Developer, its successors and assigns, to the extent that such liability or damage is caused in whole or in part by such party's default or breach, negligence, or intentional misconduct. The provisions of this section shall survive termination of this Agreement as to acts or omissions occurring prior to the effective date of termination.

20. Term. The term of this Agreement shall begin on the Effective Date and shall continue until the later of (i) the Developer's obligations under this Agreement have been satisfied; and (ii) the Developer has received all Grant funds provided for under this Agreement or this Agreement has been sooner terminated by either Party pursuant to the terms of this Agreement.

21. The Developer agrees to pay the reasonable fees of counsel for the EDA related to review of this Agreement up to no more than \$500.

22. Miscellaneous. Headings and captions in this Agreement are for convenience of reference only and shall not be used to interpret this Agreement. The use of any gender in this Agreement shall refer to all genders, and the use of the singular shall refer to the plural, as the

context may require. The term "including", and variants thereof shall mean "including without limitation." The Parties and their respective legal counsel have fully participated in the preparation and negotiation of this Agreement, and accordingly waive any rule of construction that this Agreement be construed against its drafter. If any provision of this Agreement is held to be invalid or unenforceable to any extent by a court having competent jurisdiction, then the entire Agreement shall be unenforceable, null and void.

WITNESS the following signatures and seals.

**[SIGNATURE PAGES TO FOLLOW.]**

**DEVELOPER:**

**COVES AT MONTICELLO REALTY PARTNERS LP,  
a Virginia limited partnership**

By: Monticello Coves Apartments LLC,  
a Virginia limited liability company, its General Partner

By: BLUESTONE LAND, L.L.C.,  
a Virginia limited liability company, its Manager

By: \_\_\_\_\_  
William N. Park, Manager

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ by William N. Park, Manager of Bluestone Land, L.L.C., a Virginia limited liability  
company, in its capacity as the Manager of Monticello Coves Apartments LLC, a Virginia  
limited liability company, the General Partner of Monticello Coves Realty Partners LP, on behalf  
of the partnership.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[SEAL]

Registration Number: \_\_\_\_\_

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

**ECONOMIC DEVELOPMENT AUTHORITY  
OF FLUVANNA COUNTY, VIRGINIA**

\_\_\_\_\_  
\_\_\_\_\_, Chair

COMMONWEALTH OF VIRGINIA  
COUNTY OF FLUVANNA:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2022 by Rudy L. Garcia, Chair, on behalf of the Economic Development Authority of Fluvanna  
County, Virginia.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[SEAL]

Registration number: \_\_\_\_\_

Economic Development Authority of Fluvanna County

**SEAL:**

By: \_\_\_\_\_  
Lois Mastro, Secretary



**COUNTY OF FLUVANNA, VIRGINIA**

\_\_\_\_\_  
Eric M. Dahl, County Administrator

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, County Administrator, on behalf of the County of Fluvanna, Virginia.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Registration number: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney

220000506.001 RECORDED FLUVANNA CIRCUIT COURT CLERK'S OFFICE  
TRISTANA P. TREADWAY, CLERK by AFL  
INSTRUMENT # 220000506  
Feb 10, 2022 AT 11:43 am

**PREPARED BY:**

Ashleigh M. Pivonka VSB#: 89492  
Zunka, Milnor & Carter, Ltd.  
414 Park Street, Charlottesville, VA 22902

Tax Map Parcel #: 8-A-A14A3

**CERTIFICATE OF PLAT**

The attached plat, and courses and distances description made by Foresight Survey PC, dated January 25, 2022, entitled "Final Subdivision Plat Tax Map 8 Parcel A-A14A3, Colonial Circle, Cunningham Magisterial District Fluvanna County, Virginia".

Being a portion of the same property conveyed to Steven L. Peters and Codie C. Peters, husband and wife as tenants by the entirety, by deed from Steven L. Peters and Codie C. Peters dated October 7, 2009 and recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia in Deed Book 804, page 783. Codie C. Peters passed away on January 25, 2015, and by operation of law, the property vested solely in Steven L. Peters.

SPACE LEFT INTENTIONALL BLANK

220000506.002

WITNESS the following signature and seal.

 (SEAL)  
Steven L. Peters

STATE OF VIRGINIA  
CITY OF CHARLOTTESVILLE, TO-WIT:

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 2022, by Steven L. Peters.

  
Notary Public

My commission expires: 08/31/2024

Notary Registration Number: 7523740



**FORESIGHT**  
SURVEY, P.C.  
LAND SURVEYING | LAND PLANNING

www.foresightpc.com  
434-989-8395

106 Carlon Plaza, Suite 8  
Palmira, VA 22963

912 E High Street, Suite C  
Charlottesville, VA 22902

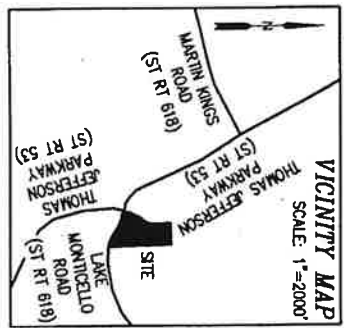
**RECEIVED**

JAN 27 2022

Fluvanna County  
Planning Dept

**NOTES**

1. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY SHOWN HEREON.
2. THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY COMPLETED ON OCTOBER 20, 2021 USING MONUMENTS FOUND TO EXIST AT THE TIME, AS WELL AS PLAT RECORDED AT DEED BOOK 281 PAGE 629.
3. THE AREA SHOWN HEREON IS LOCATED IN ZONE "X" AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AS SHOWN ON FEMA MAP NO 51065C00065C, EFFECTIVE DATE MAY 16, 2009. THIS DETERMINATION HAS BEEN MADE BY GRAPHIC METHODS, AN ELEVATION STUDY WAS NOT PERFORMED DURING THIS SURVEY.
4. IRON PINS TO BE SET AT ALL NEW LOT CORNERS.
5. PROPERTY LIES WITHIN THE AQUA VIRGINIA JURISDICTIONAL AREA FOR BOTH WATER AND SEWER.
6. ZONING: R-3 RESIDENTIAL PLANNED COMMUNITY WITH ZMP 18-01 AND SUP 18-05; APPROVED ON JUNE 19, 2019.
7. THE COLONIAL CIRCLE MASTER PLAN PARTIAL LAYER SHOWN ON SHEET 2 OF 2 IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT BEING APPROVED AS A PART OF THIS PLAT.



BLOCK A:		BLOCK D:		BLOCK E:	
FRONT -	N/A	FRONT -	12 FEET	FRONT -	50 FEET
SIDE -	N/A	SIDE -	5 FEET	SIDE -	10 FEET
REAR -	N/A	REAR -	20 FEET	REAR -	20 FEET

**OWNERS CONSENT AND DEDICATION**

THE PLATTING AND SUBDIVISION OF TAX MAP PARCEL B-A-A1443 IN THE CUNNINGHAM MAGISTERIAL DISTRICT AS RECORDED AT INSTRUMENT 210004755 AND SHOWN AT PLAT BOOK 3 PAGE 405 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF FLUVANNA COUNTY, VIRGINIA, CONTAINING 10.883 ACRES, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY:

*Steven L Peters*  
STEVEN L PETERS  
434-996-7626  
2390 AUBURN HILL FARM  
CHARLOTTESVILLE, VA 22902  
DATE 1/27/2022

**APPROVAL**

THE SUBDIVISION SHOWN HEREON HAS BEEN REVIEWED AND APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING REGULATIONS, AND MAY BE COMMITTED TO RECORD.

*Nicholas M Hutchinson*  
SUBDIVISION AGENT  
DATE 1/31/22

*Steve*  
VDOT ENGINEER  
DATE 1/31/22

*Steve*  
AQUA ENGINEER  
DATE 1/31/22

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL OF THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF FLUVANNA COUNTY, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY, HAVE BEEN COMPLIED WITH.

*Nicholas M Hutchinson*  
NICHOLAS M HUTCHINSON, LS NO 3464  
DATE 01-25-2022

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF ALBERMARLE  
TO WIT: THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 27th DAY OF January 2022

*Notary Public*  
SIGNATURE OF NOTARY PUBLIC



FINAL SUBDIVISION PLAT OF  
TAX MAP 8 PARCEL A-A1443  
COLONIAL CIRCLE  
CUNNINGHAM MAG DISTRICT  
FLUVANNA COUNTY, VIRGINIA

JANUARY 25, 2022  
SCALE: N/A  
SHEET 1 OF 2  
FILE: 21.038

**FORESIGHT**  
SURVEY, P.C.  
LAND SURVEYING, LAND PLANNING

www.foresightpc.com  
434-599-8395

106 Crafton Plaza, Suite B 912 E High Street, Suite C  
Palmira, VA 22963 Charlottesville, VA 22902



**ACCESS EASEMENT LINE DATA**

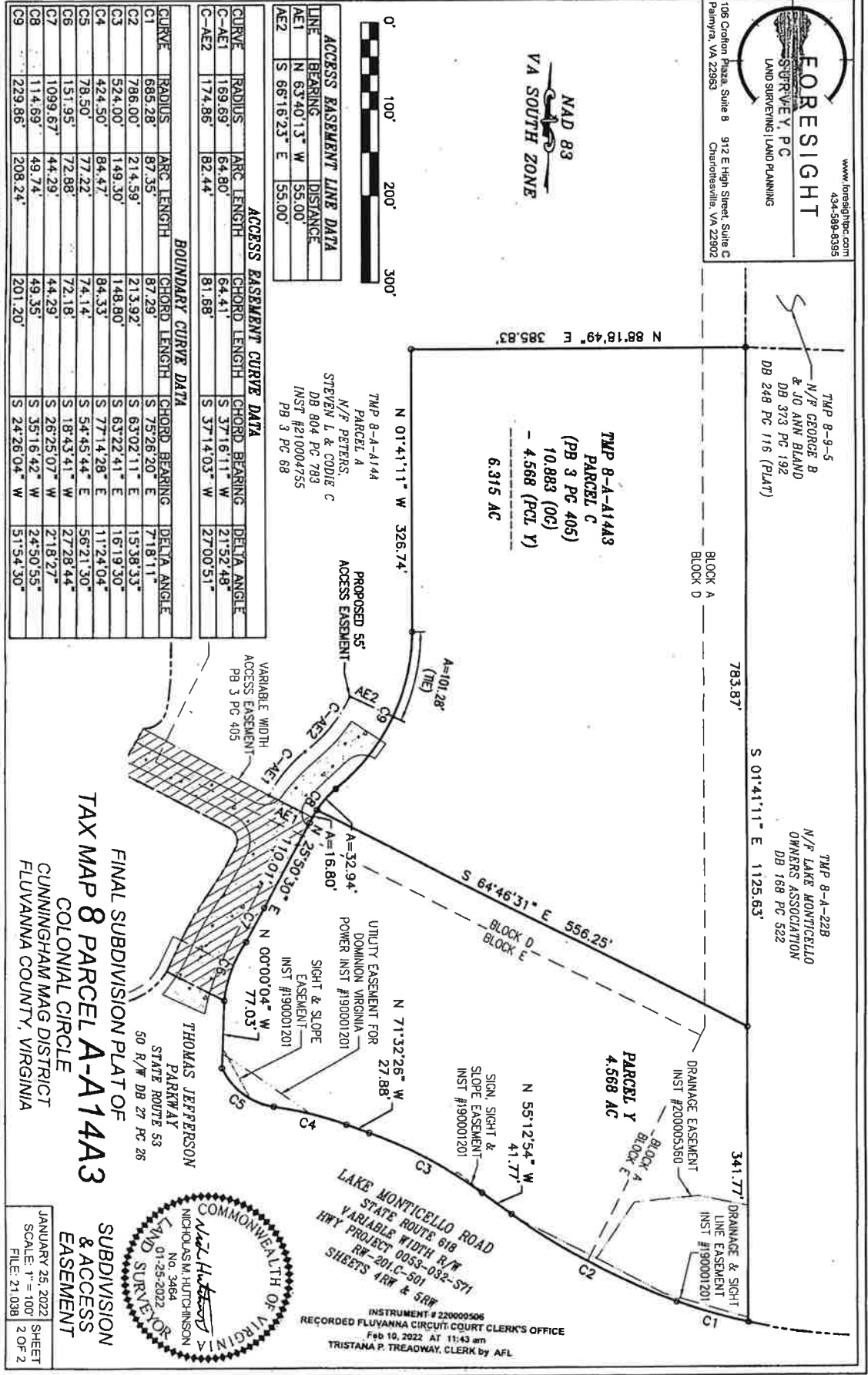
LINE	BEARING	DISTANCE
AE1	N 63°40'13" W	55.00'
AE2	S 66°16'23" E	55.00'

**ACCESS EASEMENT CURVE DATA**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C-AE1	169.69'	64.80'	64.41'	S 37°16'11" W	21°52'48"
C-AE2	174.86'	82.44'	81.68'	S 37°14'03" W	27°00'51"

**BOUNDARY CURVE DATA**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	685.28'	87.35'	87.29'	S 75°26'20" E	7°18'11"
C2	786.00'	214.59'	213.92'	S 63°02'11" E	15°38'33"
C3	524.00'	149.30'	148.80'	S 63°22'41" E	16°19'30"
C4	424.50'	84.47'	84.33'	S 77°14'28" E	11°24'04"
C5	78.50'	77.22'	74.14'	S 54°45'44" E	56°21'30"
C6	151.95'	72.88'	72.18'	S 18°43'41" W	27°28'44"
C7	1099.67'	44.29'	44.29'	S 26°25'07" W	2°18'27"
C8	114.69'	49.74'	49.35'	S 35°16'42" W	2°45'05"
C9	229.86'	208.24'	201.20'	S 24°26'04" W	51°54'30"



**TAX MAP 8 PARCEL A-A114A3**  
FINAL SUBDIVISION PLAT OF  
COLONIAL CIRCLE  
CUNNINGHAM MAG DISTRICT  
FLUVANNA COUNTY, VIRGINIA



INSTRUMENT # 220000506  
RECORDED FLUVANNA CIRCUIT COURT CLERK'S OFFICE  
Feb 10, 2022 AT 11:43 am  
TRISTANA P. TREADWAY, CLERK by AFL

F:\Survey\PROJECTS\2021\21.038 COLONIAL CIRCLE (SUB)SURVEY\SUBDIVISIONS\2ND LOT OF PARCEL C\FINAL PLAT\21.038 - COLONIAL CIRCLE - PARCEL C SPLIT - 20220125 FINAL PLAT.dwg



**Fluvanna County Circuit Court**  
**Tristana P. Treadway, Clerk**  
72 Main Street  
Palmyra, VA 22963  
(434)591-1970

**Receipt For : TAYLOR & ZUNKA**  
**Cashier : AFL**

Instrument Type : AF  
Instrument # : 220000506  
Pages : 4  
1st Grantor : COLONIAL CIRCLE  
1st Grantee : COLONIAL CIRCLE  
Description:  
Consideration: 0.00      Assumed Value: 0.00

Receipt # : 2022-011683  
Date : 02/10/2022 11:43am  
Document : 1 of 1  
Ex : N  
Ex : N  
Pct : 100.00%  
1st City: Y

Item #	Description	Qty	Unit Cost	Extended
035	VOF	1	3.00	3.00
301	Clerk Fee	1	14.50	14.50
145	VSLA	1	3.50	3.50
106	TTF	1	5.00	5.00
<b>Document 1</b>				<b>26.00</b>
Grand Total				26.00
Check 10192				-26.00
Balance				0.00

www.foresightpc.com  
434-589-8395

**FORESIGHT**  
SURVEY, PC  
LAND SURVEYING | LAND PLANNING

106 Crofton Plaza, Suite 8 912 E High Street, Suite C  
Palmyra, VA 22963 Charlottesville, VA 22902

NAD 83  
VA SOUTH ZONE



**ACCESS EASEMENT LINE DATA**

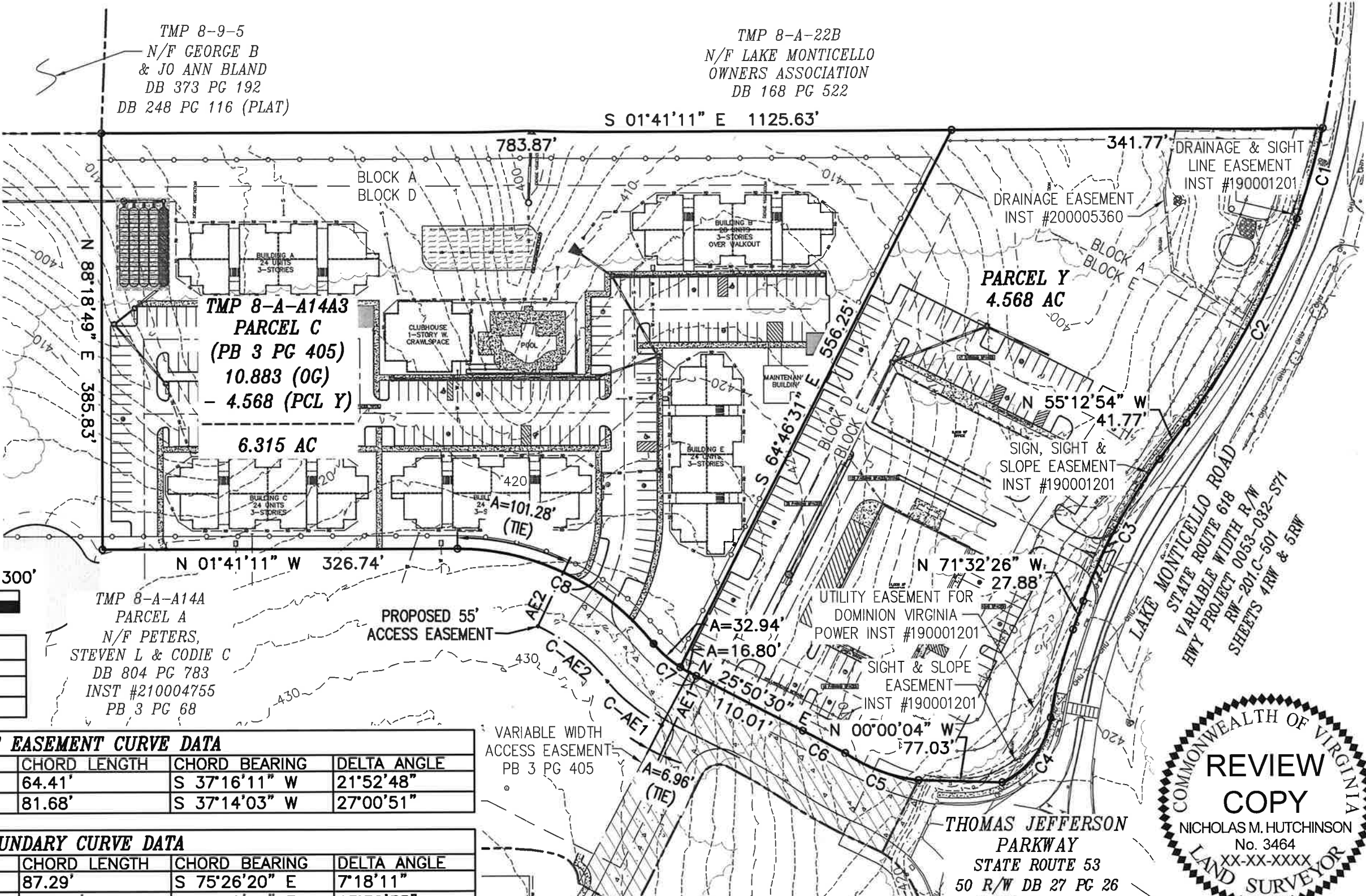
LINE	BEARING	DISTANCE
AE1	N 63°40'13" W	55.00'
AE2	S 66°16'23" E	55.00'

**ACCESS EASEMENT CURVE DATA**

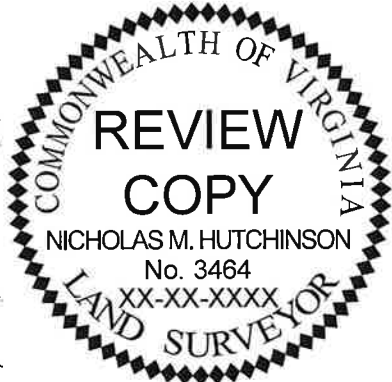
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C-AE1	169.69'	64.80'	64.41'	S 37°16'11" W	21°52'48"
C-AE2	174.86'	82.44'	81.68'	S 37°14'03" W	27°00'51"

**BOUNDARY CURVE DATA**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	685.28'	87.35'	87.29'	S 75°26'20" E	7°18'11"
C2	786.00'	214.59'	213.92'	S 63°02'11" E	15°38'33"
C3	524.00'	149.30'	148.80'	S 63°22'41" E	16°19'30"
C4	78.50'	77.22'	74.14'	S 54°45'44" E	56°21'30"
C5	151.95'	72.88'	72.18'	S 18°43'41" W	27°28'44"
C6	1099.67'	44.29'	44.29'	S 26°25'07" W	2°18'27"
C7	114.69'	49.74'	49.35'	S 35°16'42" W	24°50'55"
C8	229.86'	208.24'	201.20'	S 24°26'04" W	51°54'30"



**PRELIMINARY SUBDIVISION PLAT OF  
TAX MAP 8 PARCEL A-A14A3  
COLONIAL CIRCLE  
CUNNINGHAM MAG DISTRICT  
FLUVANNA COUNTY, VIRGINIA**

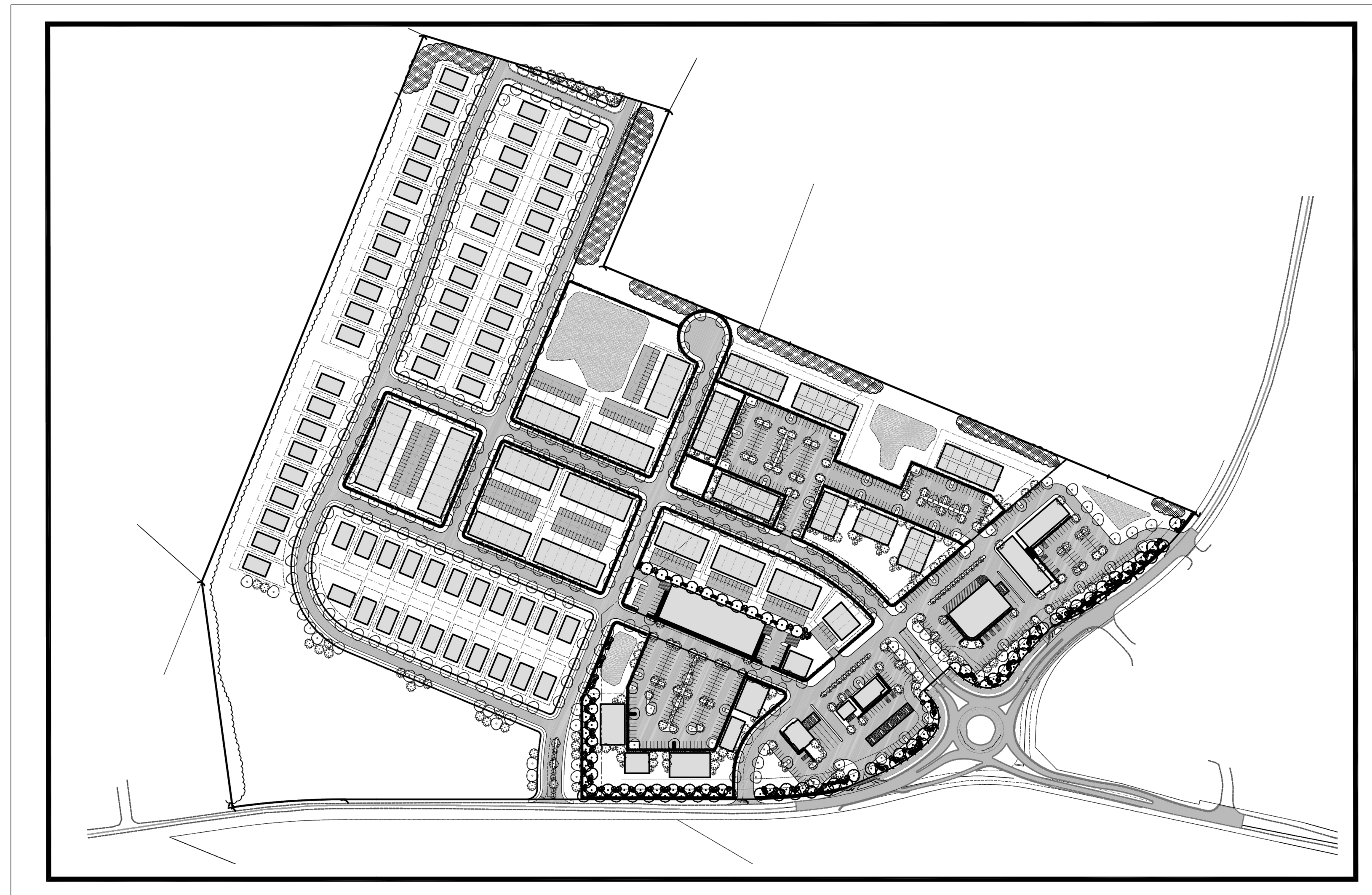


**SUBDIVISION & ACCESS EASEMENT**

NOVEMBER 17, 2021  
SCALE: 1" = 100'  
FILE: 21.038

SHEET  
2 OF 2

# RESIDENTIAL PLANNED COMMUNITY (R-3) PRELIMINARY MASTER PLAN FOR COLONIAL CIRCLE



REZONING APPLICATION PLAN FOR:  
TAX MAP 8-((A)) PARCEL A14(A)  
CUNNINGHAM MAGISTERIAL DISTRICT  
FLUVANNA COUNTY, VIRGINIA  
APPLICATION DATE: December 3, 2018  
REVISED: January 3, 2019  
April 3, 2019  
CURRENT REVISION DATE: June 6, 2019



912 EAST HIGH STREET : CHARLOTTESVILLE, VA 22902 : (434) 227-5140

## SHEET INDEX

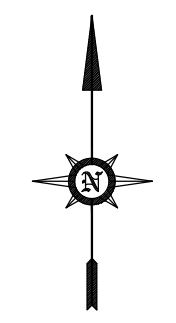
- C1 - COVER SHEET
- C2 - EXISTING BOUNDARY / ZONING CONDITIONS
- C3 - EXISTING CONDITIONS / DEMOLITION
- C4 - CONCEPTUAL PLAN OF DEVELOPMENT
- C5 - BLOCK GUIDELINES
- C6 - ENGINEERING GUIDELINES
- C7 - DESIGN GUIDELINES / DETAILS / SECTIONS
- C8 - CONSISTENCY WITH COMPREHENSIVE PLAN



VICINITY MAP: (created from Google Earth)



SCALE: 1" = 1,000'

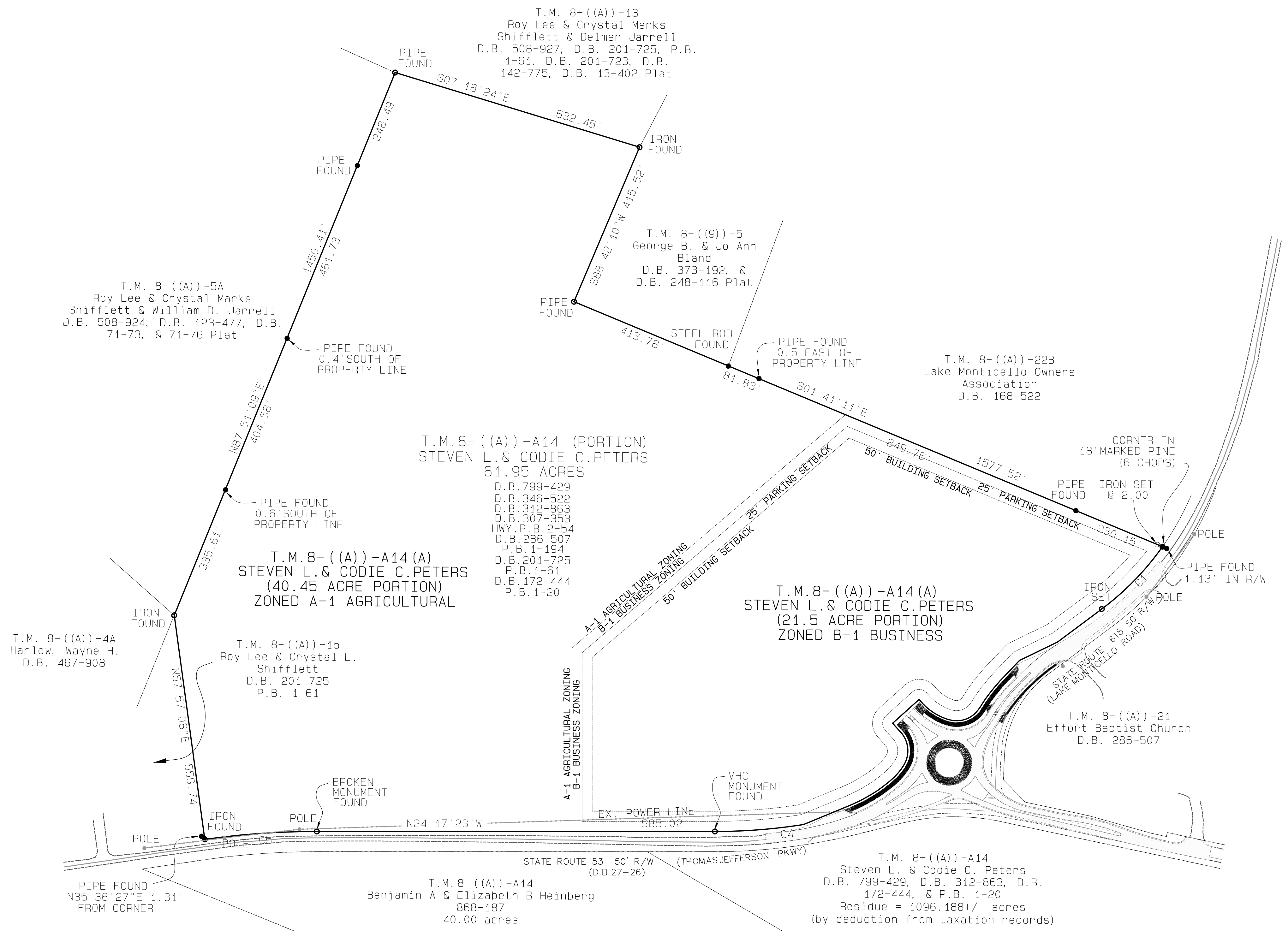


**EXISTING CONDITIONS NOTES:**

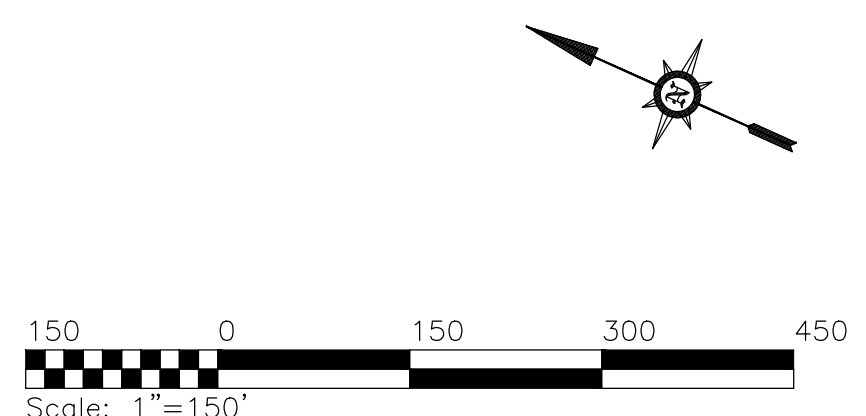
- BOUNDARY SURVEY INFORMATION PROVIDED BY ROGER W. RAY & ASSOCIATES, CHARLOTTEVILLE VA.
- TOPOGRAPHY (4 FT INTERVALS) PROVIDED BY FLUVANNA COUNTY GIS MAPPING.
- ZMP 15:02, CREATING A 21.5 ACRE B-1 COMMERCIAL DISTRICT ON THE SITE, WAS APPROVED BY THE FLUVANNA COUNTY BOARD OF SUPERVISORS ON OCTOBER 21, 2015.
- THE SITE LIES WITHIN THE RIVANNA COMMUNITY PLANNING AREA.
- THIS PROPERTY LIES WITHIN THE WATER AND SEWER JURISDICTIONAL AREA FOR AQUA VIRGINIA, INC.
- STEEP SLOPES, STREAMS, AND WETLANDS HAVE NOT BEEN IDENTIFIED ON THIS SITE.
- IMPROVEMENTS SHOWN AT THE INTERSECTION OF S.R. 53 AND S.R. 618, IN CONJUNCTION WITH THIS APPLICATION PLAN, REFLECT PRELIMINARY CONSTRUCTION DRAWINGS AS PROVIDED BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION.

**ADJOINING PARCEL INFORMATION**

TAX MAP	PARCEL	OWNER	ZONING	LAND USE
8-((A))	15	Shifflett, Roy Lee & Crystal L.	A-1	Residential
8-((A))	4A	Harlow, Wayne H.	A-1	Residential
8-((A))	5A	Shifflett, Roy & Crystal Et Al	A-1	Agricultural
8-((A))	23	Marks, Edward	A-1	Agricultural
8-((A))	13	Shifflett, Roy & Crystal Et Al	A-1	Agricultural
8-(9)	5	Bland, George B. & Jo Ann	A-1	Residential
8-((A))	22B	Lake Monticello Owners Association	R-4	Campground
8-((A))	21	Effort Baptist Church	A-1	Church
8-((A))	A14	Peters, Steven L. & Codie C.	A-1	Agricultural (Easement)
8-((A))	A14A	Peters, Steven L. & Codie C.	A-1	Agricultural (Easement)
8-((A))	11	Spradlin, Lindsay L. & Wife	A-1	Residential



LINE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C1	18 04' 45"	685.28	216.23	109.02	215.34	N70 03' 04"W
C2	50 44' 24"	319.65	283.07	151.57	273.91	N86 22' 53"W
C3	15 44' 03"	598.00	164.22	82.63	163.70	N30 25' 21"W
C4	13 59' 59"	1407.50	343.91	172.82	343.06	N31 17' 23"W
C5	8 14' 28"	1934.86	278.30	139.39	278.06	N28 18' 45"W



**EXISTING BOUNDARY / ZONING CONDITIONS**

Rev #	Date	Description
1	01-03-2016	TRC Comments
2	04-03-2016	Comments
3	06-09-2016	Planning Commission Comments

**R-3 PRELIMINARY MASTER PLAN FOR:**

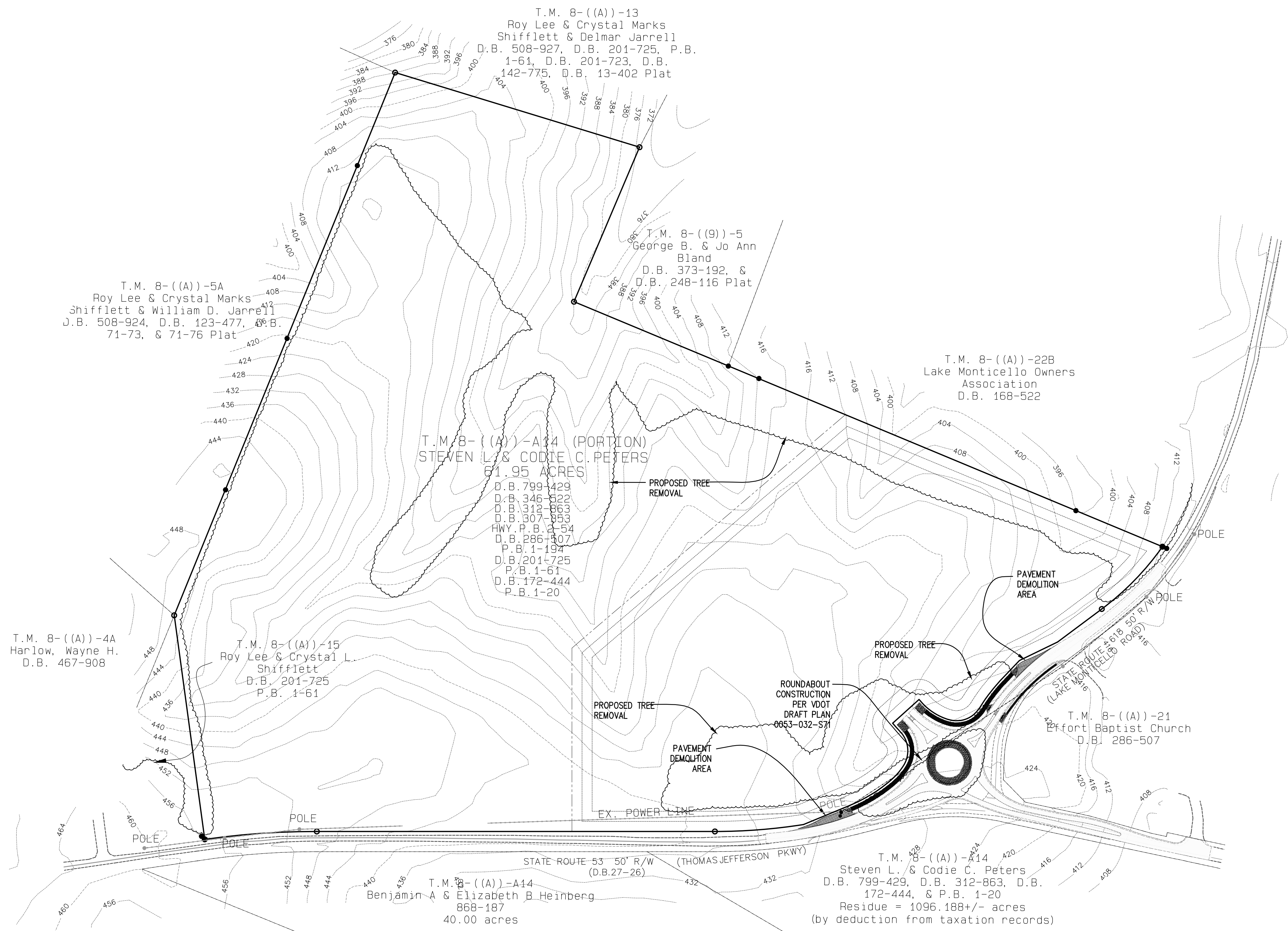
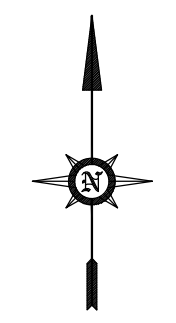
**COLONIAL CIRCLE**  
 FLUVANNA COUNTY, VIRGINIA

Date	12/03/2018
Scale	1" = 150'
Sheet No.	2 OF 8
File No.	15.011

VICINITY MAP: (created from Google Earth)



SCALE: 1" = 1,000'

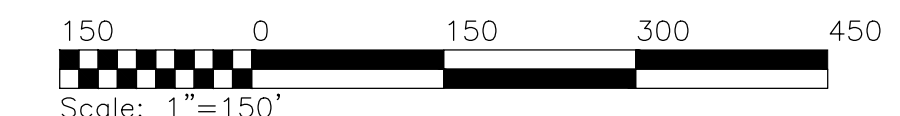
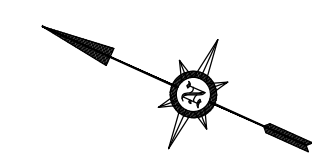


**EXISTING CONDITIONS NOTES:**

- BOUNDARY SURVEY INFORMATION PROVIDED BY ROGER W. RAY & ASSOCIATES, CHARLOTTEVILLE VA.
- TOPOGRAPHY (4 FT INTERVALS) PROVIDED BY FLUVANNA COUNTY GIS MAPPING.
- ZMP 15:02, CREATING A 21.5 ACRE B-1 COMMERCIAL DISTRICT ON THE SITE, WAS APPROVED BY THE FLUVANNA COUNTY BOARD OF SUPERVISORS ON OCTOBER 21, 2015.
- THE SITE LIES WITHIN THE RIVANNA COMMUNITY PLANNING AREA.
- THIS PROPERTY LIES WITHIN THE WATER AND SEWER JURISDICTIONAL AREA FOR AQUA VIRGINIA, INC.
- STEEP SLOPES, STREAMS, AND WETLANDS HAVE NOT BEEN IDENTIFIED ON THIS SITE.
- IMPROVEMENTS SHOWN AT THE INTERSECTION OF S.R. 53 AND S.R. 618, IN CONJUNCTION WITH THIS APPLICATION PLAN, REFLECT PRELIMINARY CONSTRUCTION DRAWINGS AS PROVIDED BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION.

ADJOINING PARCEL INFORMATION				
TAX MAP	PARCEL	OWNER	ZONING	LAND USE
8-((A))	15	Shifflett, Roy Lee & Crystal L.	A-1	Residential
8-((A))	4A	Harlow, Wayne H.	A-1	Residential
8-((A))	5A	Shifflett, Roy & Crystal Et Al	A-1	Agricultural
8-((A))	23	Marks, Edward	A-1	Agricultural
8-((A))	13	Shifflett, Roy & Crystal Et Al	A-1	Agricultural
8-(9)	5	Bland, George B. & Jo Ann Lake Monticello Owners Association	A-1	Residential
8-((A))	22B	Association	R-4	Campground
8-((A))	21	Efort Baptist Church	A-1	Church
8-((A))	A14	Peters, Steven L. & Codie C.	A-1	Agricultural (Easement)
8-((A))	A14A	Peters, Steven L. & Codie C.	A-1	Agricultural (Easement)
8-((A))	11	Spradlin, Lindsay L. & Wife	A-1	Residential

LINE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C1	18 04' 45"	685.28	216.23	109.02	215.34	N70 03' 04" W
C2	50 44' 24"	319.65	283.07	151.57	273.91	N86 22' 53" W
C3	15 44' 03"	598.00	164.22	82.63	163.70	N30 25' 21" W
C4	13 59' 59"	1407.50	343.91	172.82	343.06	N31 17' 23" W
C5	8 14' 28"	1934.86	278.30	139.39	278.06	N28 18' 45" W



EXISTING CONDITIONS / DEMOLITION

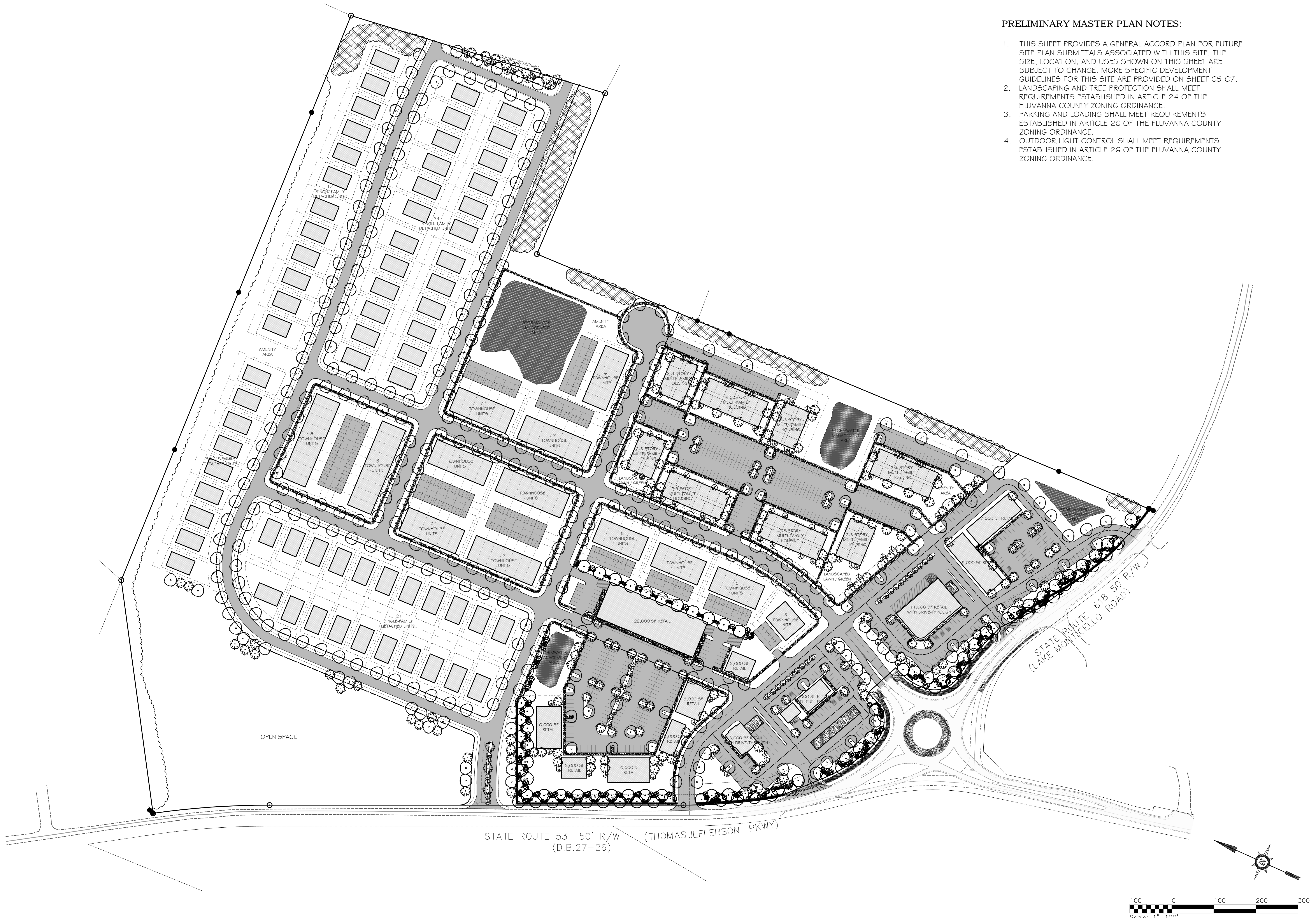
Rev #	Date	Description
1	01-03-2018	TRC Comments
2	04-03-2018	Comments
3	05-06-2018	Planning Commission Comments

R-3 PRELIMINARY MASTER PLAN FOR:

**COLONIAL CIRCLE**  
 FLUVANNA COUNTY, VIRGINIA

**PRELIMINARY MASTER PLAN NOTES:**

1. THIS SHEET PROVIDES A GENERAL ACCORD PLAN FOR FUTURE SITE PLAN SUBMITTALS ASSOCIATED WITH THIS SITE. THE SIZE, LOCATION, AND USES SHOWN ON THIS SHEET ARE SUBJECT TO CHANGE. MORE SPECIFIC DEVELOPMENT GUIDELINES FOR THIS SITE ARE PROVIDED ON SHEET C5-C7.
2. LANDSCAPING AND TREE PROTECTION SHALL MEET REQUIREMENTS ESTABLISHED IN ARTICLE 24 OF THE FLUVANNA COUNTY ZONING ORDINANCE.
3. PARKING AND LOADING SHALL MEET REQUIREMENTS ESTABLISHED IN ARTICLE 26 OF THE FLUVANNA COUNTY ZONING ORDINANCE.
4. OUTDOOR LIGHT CONTROL SHALL MEET REQUIREMENTS ESTABLISHED IN ARTICLE 26 OF THE FLUVANNA COUNTY ZONING ORDINANCE.

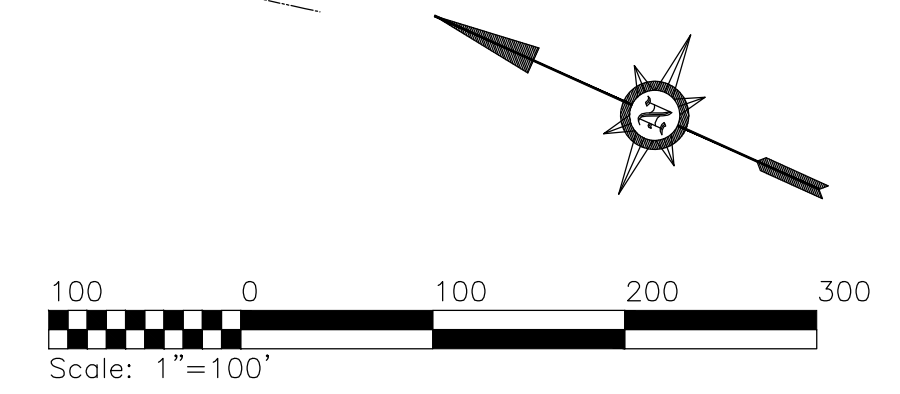


**CONCEPTUAL PLAN OF DEVELOPMENT**

Rev #	Date	Description
1	01-03-2018	PC Comments
2	04-03-2018	City Comments
3	06-06-2018	Planning Commission Comments

**R-3 PRELIMINARY MASTER PLAN FOR:**  
**COLONIAL CIRCLE**  
 FLUVANNA COUNTY, VIRGINIA

Date	12/03/2018
Scale	1" = 100'
Sheet No.	4 OF 8
File No.	15.011

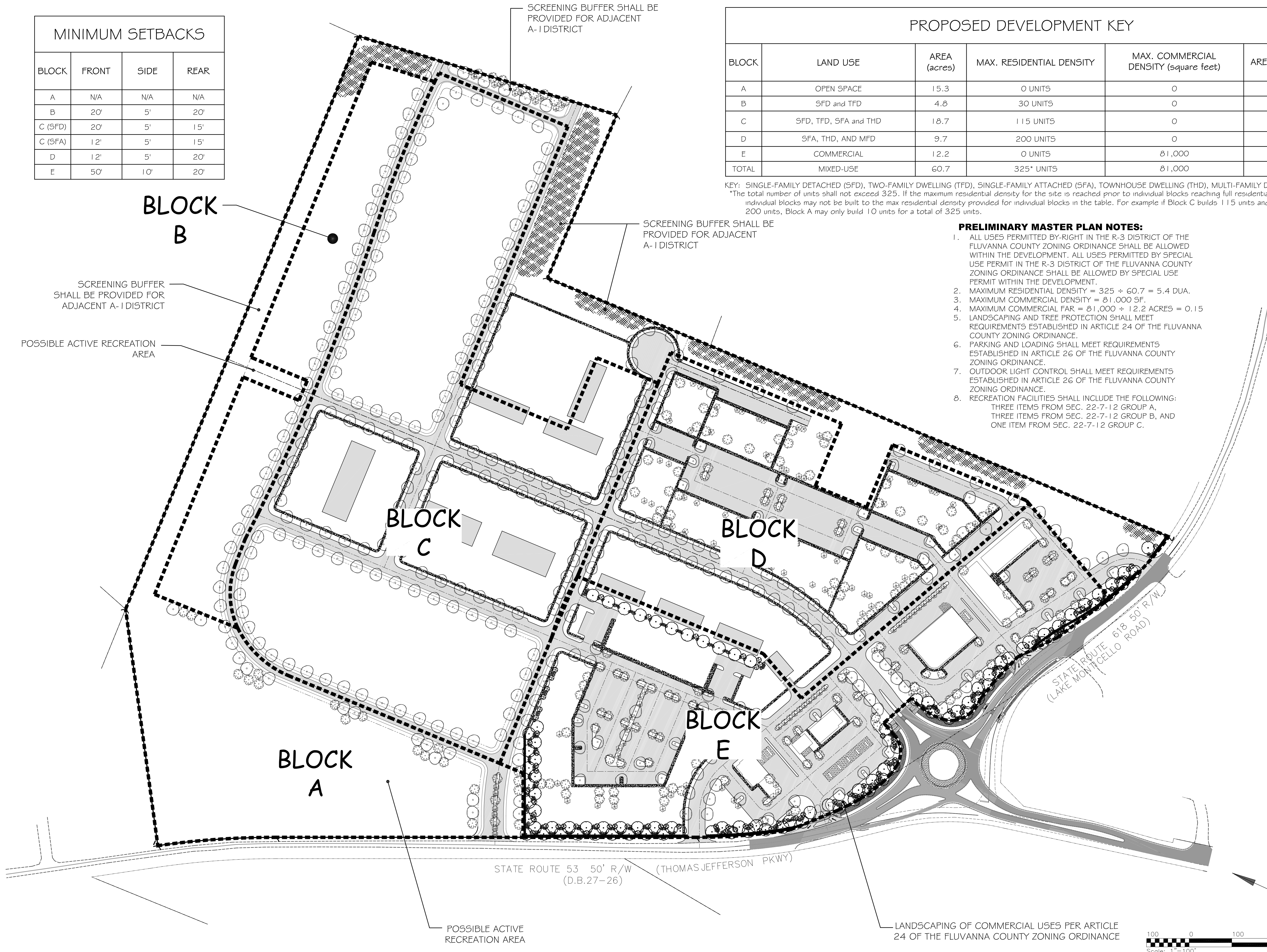


MINIMUM SETBACKS			
BLOCK	FRONT	SIDE	REAR
A	N/A	N/A	N/A
B	20'	5'	20'
C (SFD)	20'	5'	15'
C (SFA)	12'	5'	15'
D	12'	5'	20'
E	50'	10'	20'

PROPOSED DEVELOPMENT KEY					
BLOCK	LAND USE	AREA (acres)	MAX. RESIDENTIAL DENSITY	MAX. COMMERCIAL DENSITY (square feet)	AREA (% total)
A	OPEN SPACE	15.3	0 UNITS	0	25.2
B	SFD and TFD	4.8	30 UNITS	0	7.9
C	SFD, TFD, SFA and THD	18.7	115 UNITS	0	30.8
D	SFA, THD, AND MFD	9.7	200 UNITS	0	16.0
E	COMMERCIAL	12.2	0 UNITS	81,000	20.1
TOTAL	MIXED-USE	60.7	325+ UNITS	81,000	100.0

KEY: SINGLE-FAMILY DETACHED (SFD), TWO-FAMILY DWELLING (TFD), SINGLE-FAMILY ATTACHED (SFA), TOWNHOUSE DWELLING (THD), MULTI-FAMILY DWELLING (MFD)  
\*The total number of units shall not exceed 325. If the maximum residential density for the site is reached prior to individual blocks reaching full residential build-out, individual blocks may not be built to the max residential density provided for individual blocks in the table. For example if Block C builds 115 units and Block D builds 200 units, Block A may only build 10 units for a total of 325 units.

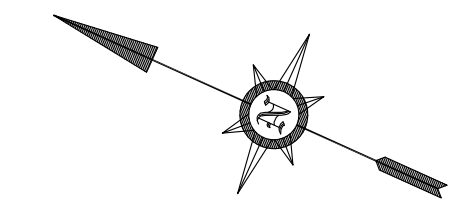
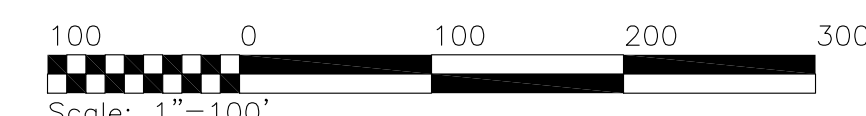
- PRELIMINARY MASTER PLAN NOTES:**
- ALL USES PERMITTED BY-RIGHT IN THE R-3 DISTRICT OF THE FLUVANNA COUNTY ZONING ORDINANCE SHALL BE ALLOWED WITHIN THE DEVELOPMENT. ALL USES PERMITTED BY SPECIAL USE PERMIT IN THE R-3 DISTRICT OF THE FLUVANNA COUNTY ZONING ORDINANCE SHALL BE ALLOWED BY SPECIAL USE PERMIT WITHIN THE DEVELOPMENT.
  - MAXIMUM RESIDENTIAL DENSITY =  $325 \div 60.7 = 5.4$  DUA.
  - MAXIMUM COMMERCIAL DENSITY = 81,000 SF.
  - MAXIMUM COMMERCIAL FAR =  $81,000 \div 12.2$  ACRES = 0.15
  - LANDSCAPING AND TREE PROTECTION SHALL MEET REQUIREMENTS ESTABLISHED IN ARTICLE 24 OF THE FLUVANNA COUNTY ZONING ORDINANCE.
  - PARKING AND LOADING SHALL MEET REQUIREMENTS ESTABLISHED IN ARTICLE 26 OF THE FLUVANNA COUNTY ZONING ORDINANCE.
  - OUTDOOR LIGHT CONTROL SHALL MEET REQUIREMENTS ESTABLISHED IN ARTICLE 26 OF THE FLUVANNA COUNTY ZONING ORDINANCE.
  - RECREATION FACILITIES SHALL INCLUDE THE FOLLOWING:  
THREE ITEMS FROM SEC. 22-7-12 GROUP A,  
THREE ITEMS FROM SEC. 22-7-12 GROUP B, AND  
ONE ITEM FROM SEC. 22-7-12 GROUP C.



BLOCK GUIDELINES	
Rev. #	Description
01	03-07-2018 Preliminary Comments
02	04-03-2018 City Commission Comments
03	05-08-2018 Planning Commission Comments

R-3 PRELIMINARY MASTER PLAN FOR:  
**COLONIAL CIRCLE**  
FLUVANNA COUNTY, VIRGINIA

Date	12/03/2018
Scale	1" = 100'
Sheet No.	5 OF 8
File No.	15.011



**UTILITY, INFRASTRUCTURE, & SWM NARRATIVE:**

**SANITARY SEWER:**

The site lies within the Aqua Virginia service area for sewer and it is anticipated that sewer service for the development will be provided by Aqua Virginia. Conceptual sewer lines are shown on this sheet.

**WATER SERVICE:**

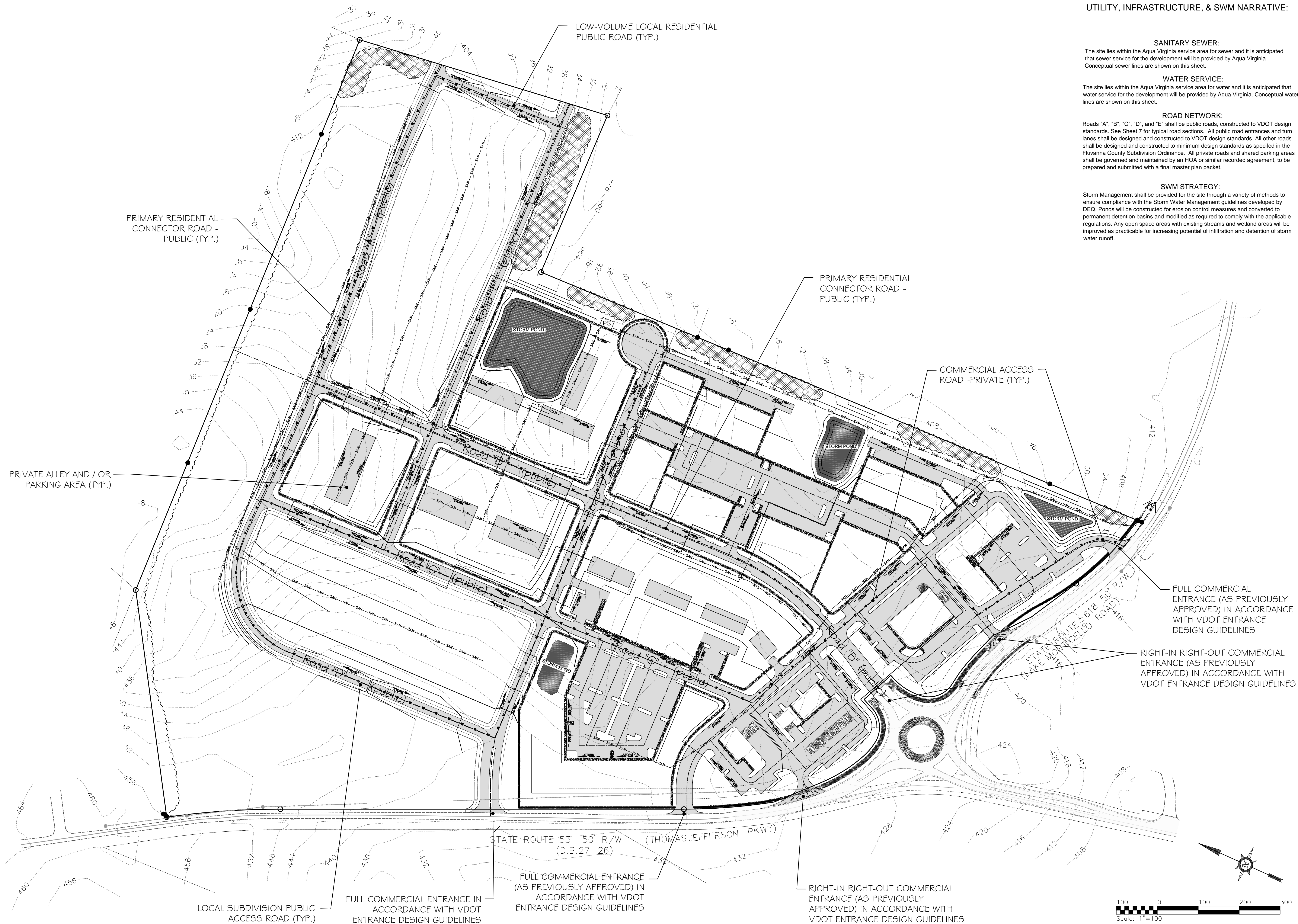
The site lies within the Aqua Virginia service area for water and it is anticipated that water service for the development will be provided by Aqua Virginia. Conceptual water lines are shown on this sheet.

**ROAD NETWORK:**

Roads "A", "B", "C", "D", and "E" shall be public roads, constructed to VDOT design standards. See Sheet 7 for typical road sections. All public road entrances and turn lanes shall be designed and constructed to VDOT design standards. All other roads shall be designed and constructed to minimum design standards as specified in the Fluvanna County Subdivision Ordinance. All private roads and shared parking areas shall be governed and maintained by an HOA or similar recorded agreement, to be prepared and submitted with a final master plan packet.

**SWM STRATEGY:**

Storm Management shall be provided for the site through a variety of methods to ensure compliance with the Storm Water Management guidelines developed by DEQ. Ponds will be constructed for erosion control measures and converted to permanent detention basins and modified as required to comply with the applicable regulations. Any open space areas with existing streams and wetland areas will be improved as practicable for increasing potential of infiltration and detention of storm water runoff.



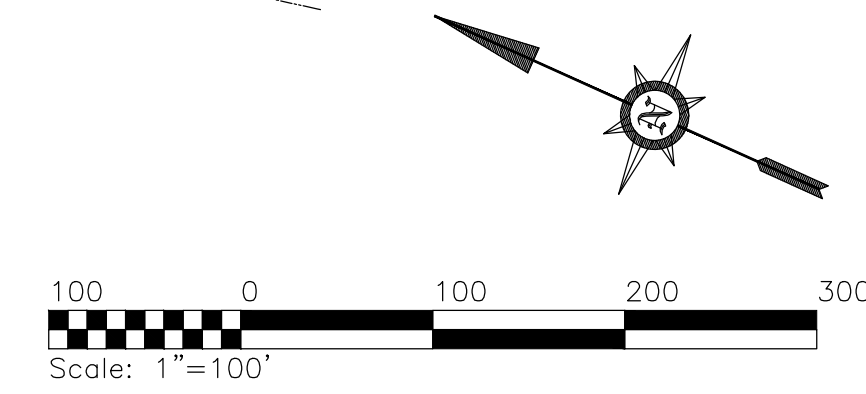
**ENGINEERING GUIDELINES**

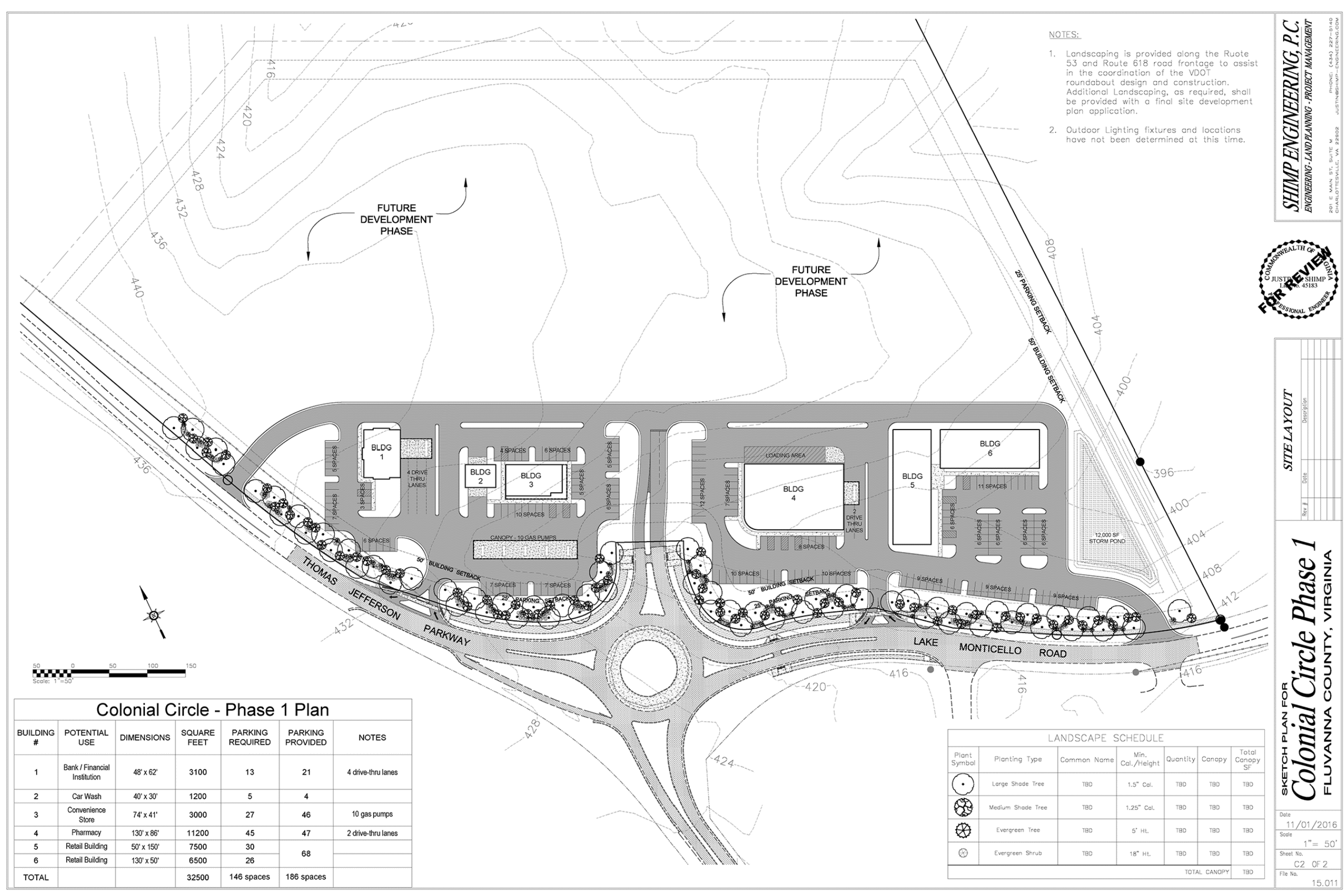
Rev #	Date	Description
1	01-03-2018	IRC Comments
2	04-03-2018	County Comments
3	06-02-2018	Planning Commission Comments

**R-3 PRELIMINARY MASTER PLAN FOR:**

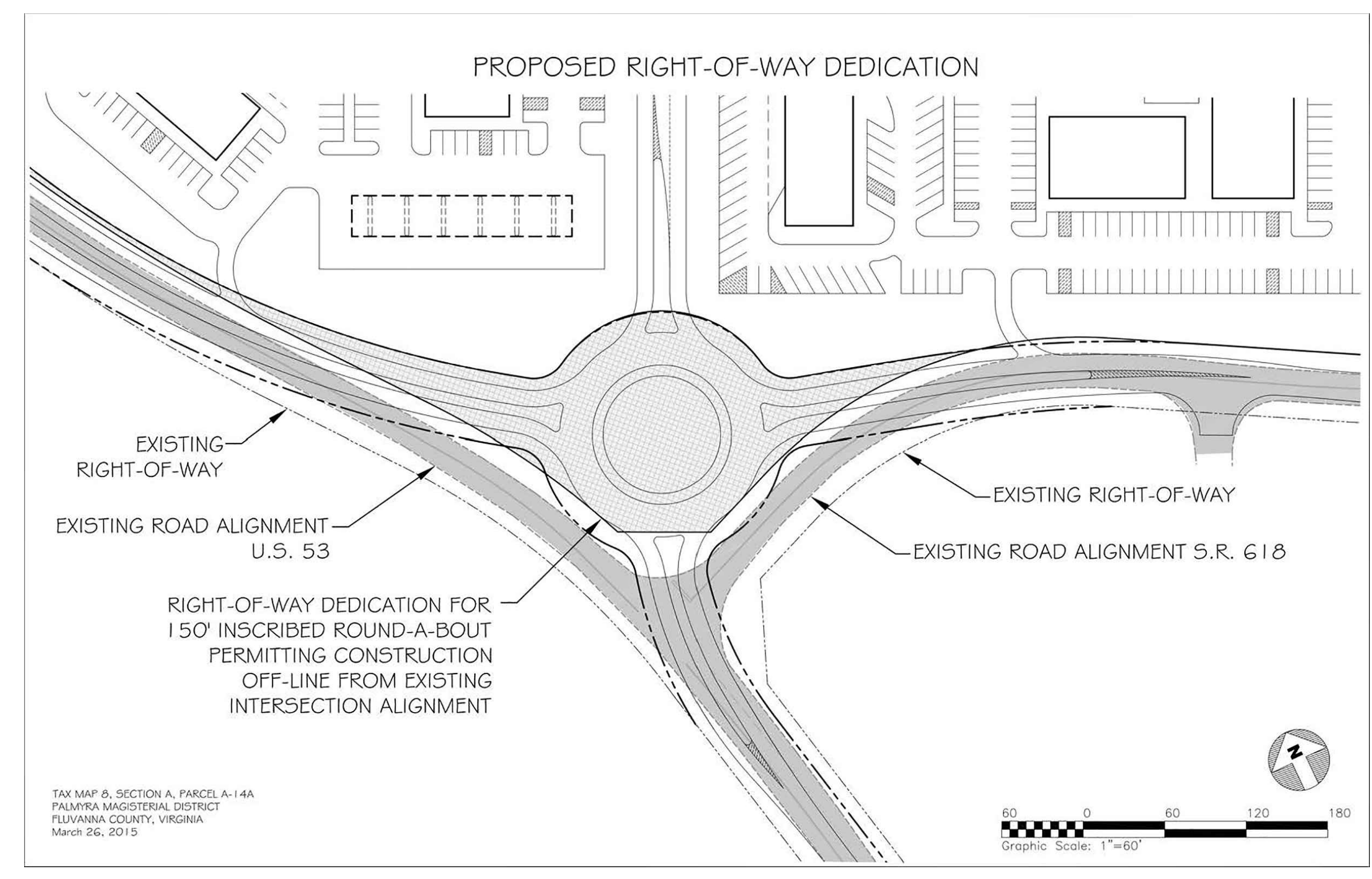
**COLONIAL CIRCLE**  
FLUVANNA COUNTY, VIRGINIA

Date	12/03/2018
Scale	1" = 100'
Sheet No.	6 OF 8
File No.	15.011

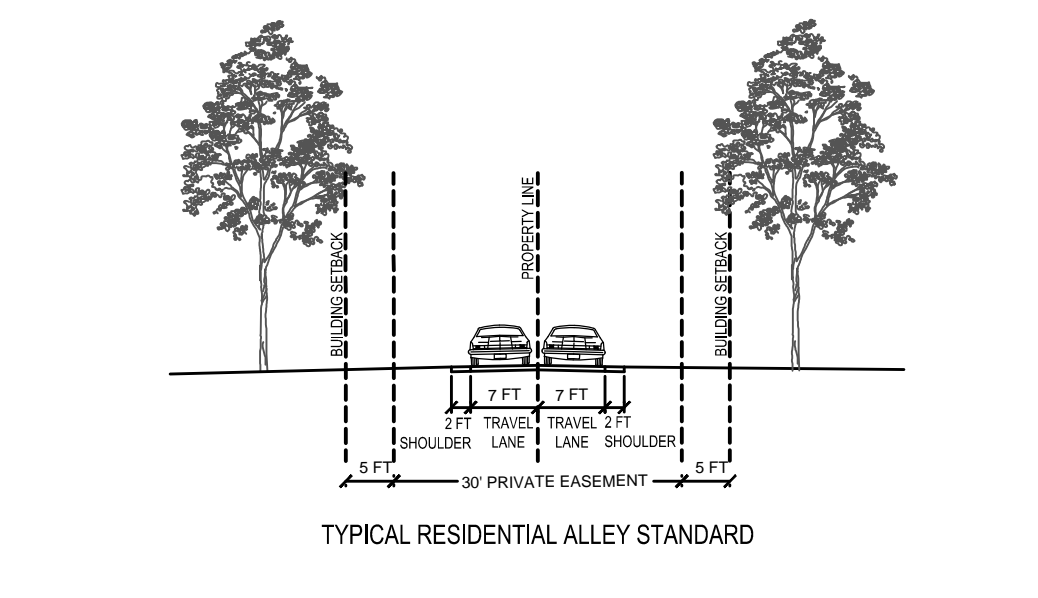
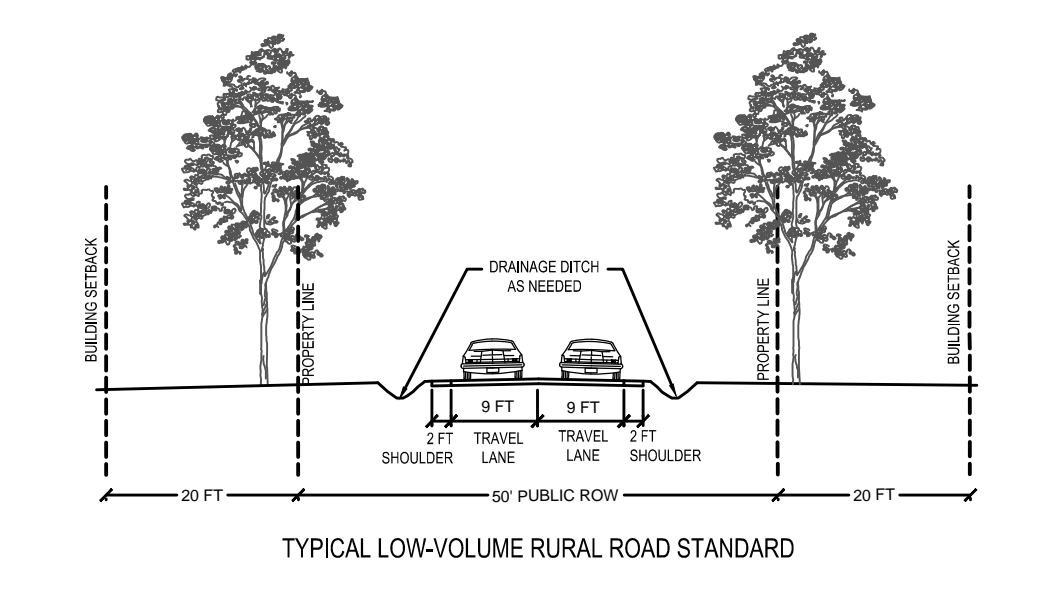
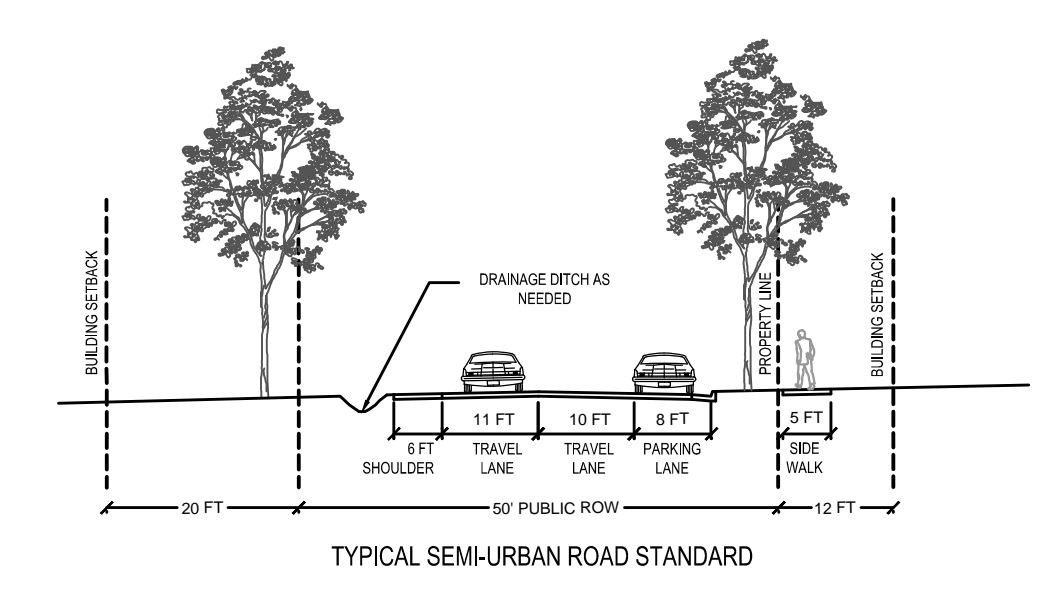
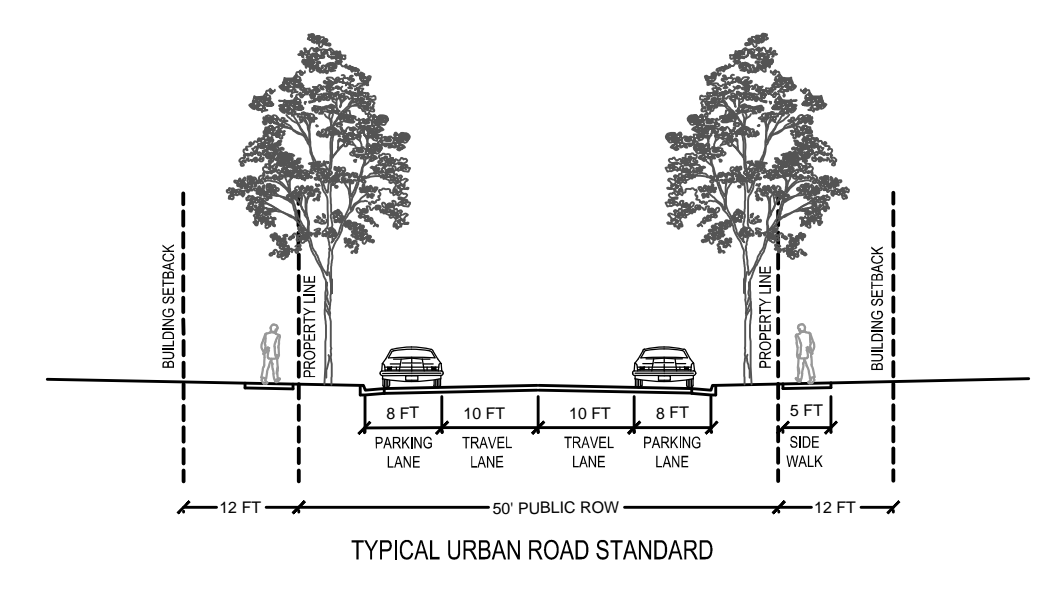
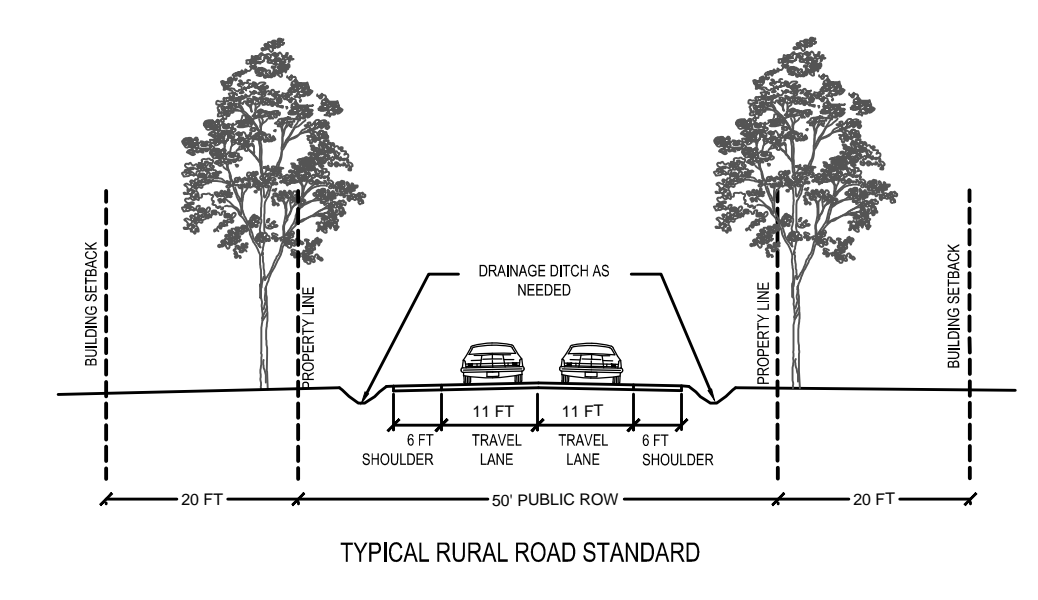




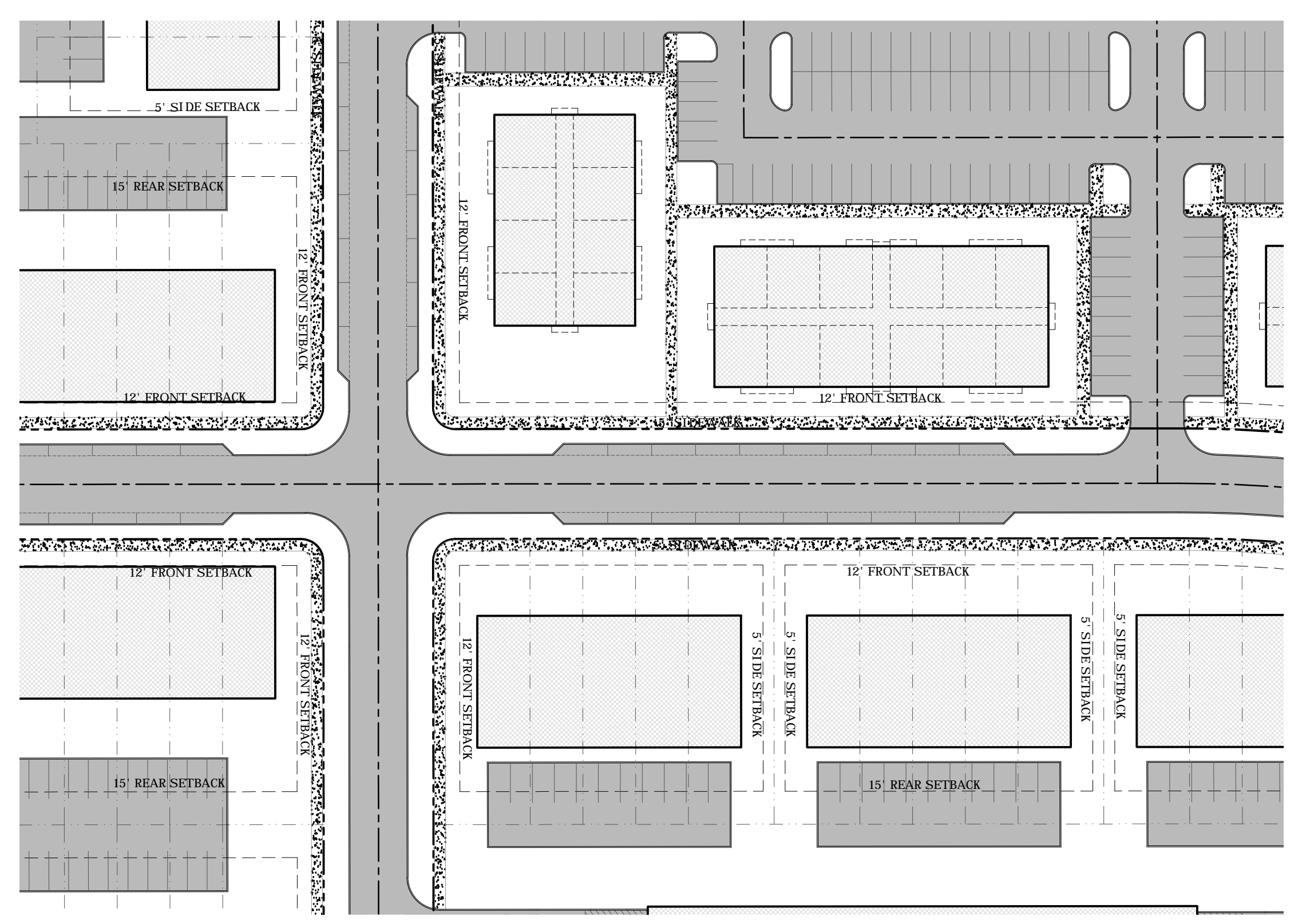
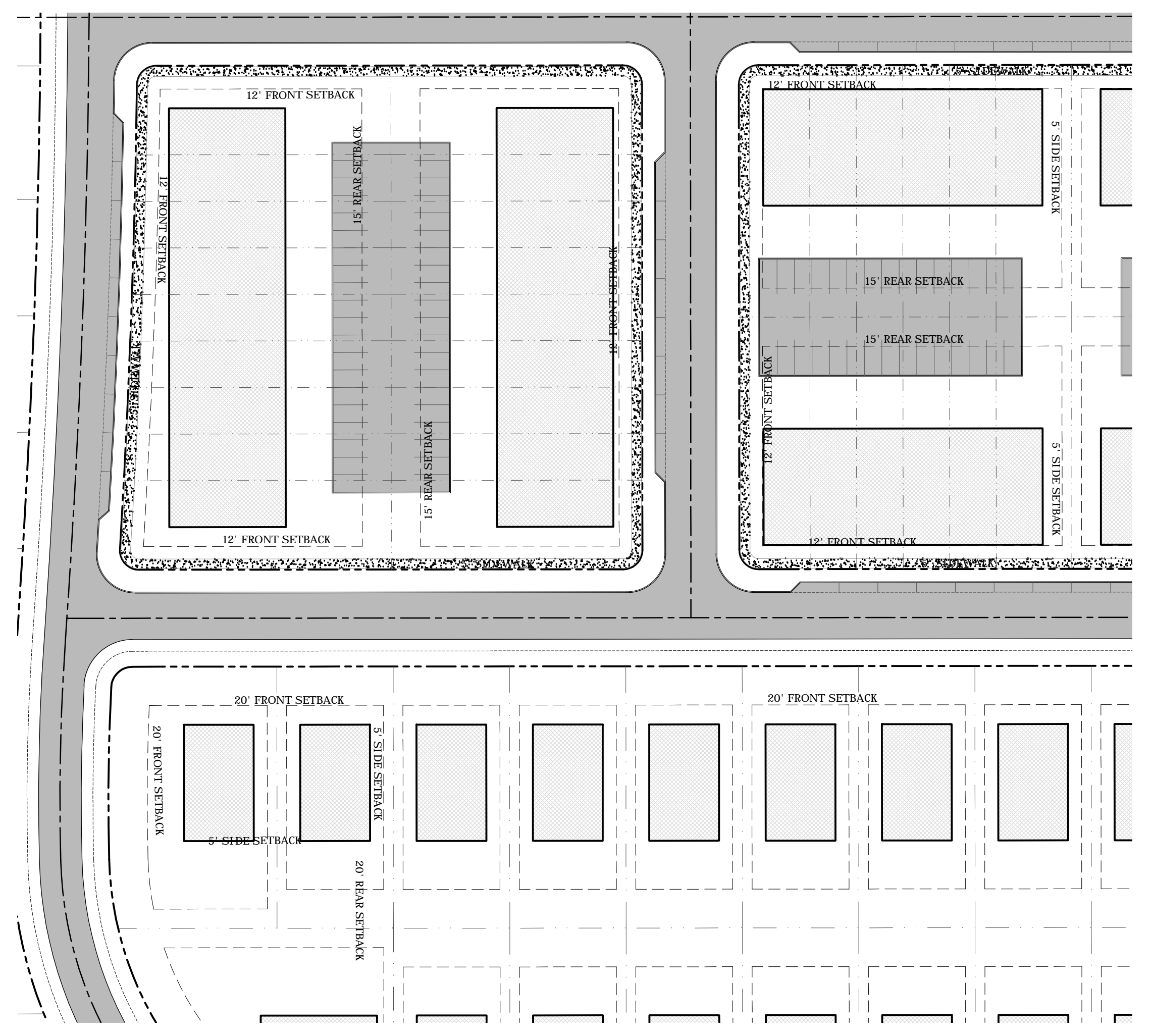
1 Previously approved sketch plan for commercial  
 C6 SCALE: NTS



2 Roundabout Dedication Exhibit  
 C6 SCALE: NTS



3 Development Road Standards  
 C6 SCALE: 1" = 20'



DESIGN GUIDELINES

Rev #	Date	Description
1	01-03-2016	IRC Comments
2	04-02-2016	County Comments
3	06-09-2019	Planning Commission Comments

R-3 PRELIMINARY MASTER PLAN FOR:  
**COLONIAL CIRCLE**  
 FLUVANNA COUNTY, VIRGINIA

Consistency with the Comprehensive Plan:

Colonial Circle is located within the Rivanna Community Area. The site is designated as Neighborhood Mixed Use in Figure LU-13 from the adopted 2015 Comprehensive Plan. Per the Comprehensive Plan, Neighborhood Mixed Use areas are intended to provide a mixture uses and residential dwellings types that serve a variety of incomes (Fluvanna County Comprehensive Plan 51). The development at Colonial Circle will serve as a necessary compliment to the existing single family dwelling developments in and around Lake Monticello. The commercial uses will serve existing residents and the proposed dwellings will serve new residents to the County as well as existing residents of the County looking to remain a County resident but live in a different housing type such as a townhome. The development as proposed allows for single-family dwellings, townhomes, and multi-family units. The mixture of housing types will allow for units within the development to be affordable to people of varying incomes, achieving the County's goal of creating mixed-income communities. The smaller units will appeal to young professionals commuting into Charlottesville, retirees looking to downsize, and one-parent families looking for affordable and low-maintenance housing options.

Colonial Circle addresses the major priorities outlined in the summary of the Rivanna Community Plan. The priorities are as follows:

- to increase traffic safety and improve flow at key intersections
- to enhance existing commercial centers in appearance, design, and available services, focusing on "village center" concepts
- to provide housing choices for a variety of age groups and income levels, appropriate to the area
- to preserve the rural character of the surrounding area and protect natural resources

The proposed Roundabout at the Intersection of Rt 53 and Lake Monticello will contribute to increased traffic safety and improved flow, additionally this traffic measure will help to mitigate traffic impacts from the proposed development. Colonial Circle is designed to feature a variety of housing choices, making the area appealing and accessible to multiple ages and income groups. A quarter of the development will be dedicated to open space, this space will directly service residents and visitors to Colonial Circle by making ample greenspace accessible. The project will be compliant by the surrounding rural character of the area outside of the Rivanna Community Planning Area. The property directly across Route 53 is under Conservation Easement ensuring the rural character around near the property will be preserved per the agreements recorded with the easement.

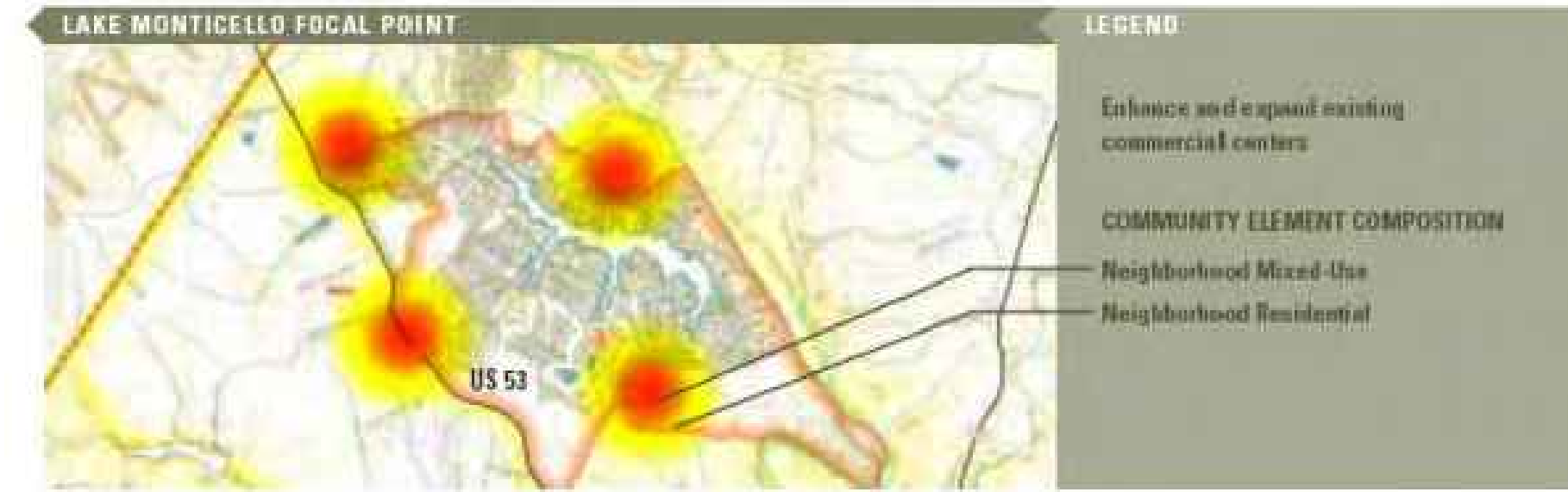
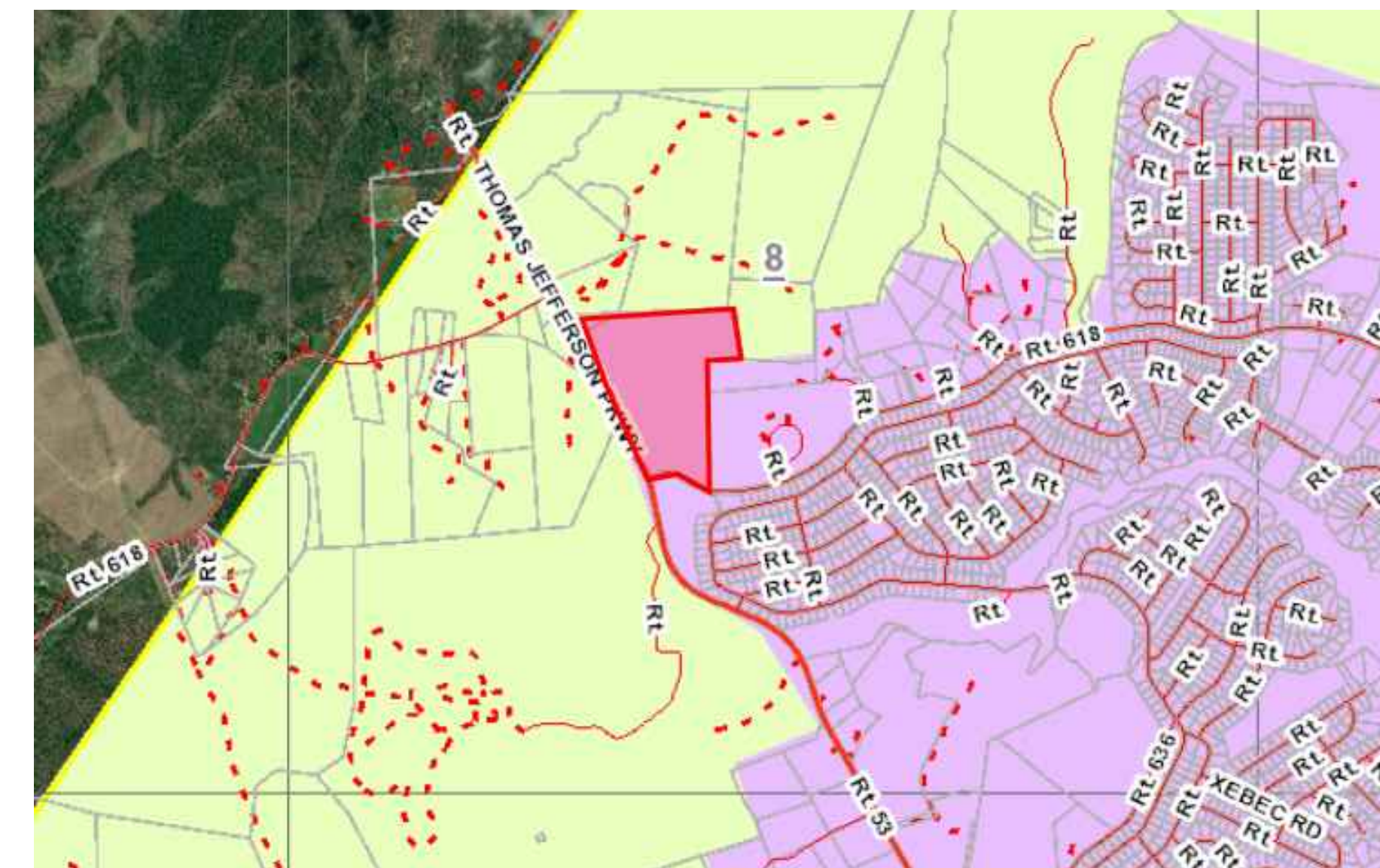


Figure LU-13, Neighborhood Mixed Use around Lake Monticello



Site within Rivanna Planning Area

CONSISTENCY WITH THE COMPREHENSIVE PLAN

Rev. #	Date	Description
1	01-03-2019	ICP
2	04-03-2019	County Comments
3	05-06-2019	Planning Commission Comments

R-3 PRELIMINARY MASTER PLAN FOR:  
**COLONIAL CIRCLE**  
 FLUVANNA COUNTY, VIRGINIA

Date  
 12/03/2018

Scale

Sheet No.  
 8 OF 8

File No.  
 15.011





## Fluvanna County Comprehensive Plan

[https://www.fluvannacounty.org/sites/default/files/fileattachments/planning\\_amp\\_zoning/page/4601/2015\\_comp\\_plan](https://www.fluvannacounty.org/sites/default/files/fileattachments/planning_amp_zoning/page/4601/2015_comp_plan)

Page 5	Fluvanna County's Comprehensive Plan is divided into twelve interconnected subjects. On Page 5, it notes "the plan sets forth a vision for each, describes the existing conditions regarding that issue, and recommends a course of action with specific goals and implementation strategies."
Page 5	Chapter 2 maps Fluvanna County's future form, mindful of the residents' individual property rights and the community's development goals.
Page 5	Chapter 5 addresses visions for "Economic Development" in Fluvanna County. It notes "economic development is essential to a sustainable Fluvanna County" and the chapter reinforces the "growth-area concept and sets forth the strategy for implementing the community planning areas".
Page 6	Chapter 8 discusses plans for "Housing" in Fluvanna County. "To remain sustainable and livable, <b>the community needs diverse and affordable housing</b> . Affordable housing serves homes making 80 percent or less of the area median income (AMI). Rent or mortgage plus utilities also must not exceed 30 percent of monthly gross income."
Page 6	Chapter 9 details considerations for "Human Services" in Fluvanna County. It notes that " <b>human service needs, particularly for low-and-moderate families, are related to affordable housing</b> , and demand for services in Fluvanna County continues to rise."
Page 29	Page 29 states "six areas - Lake Monticello (Rivanna), Palmyra, Zion Crossroads, Scottsville, Fork Union, and Columbia - are designated growth areas established pursuant to the Code of Virginia (Section §15.2-2223.1). These areas are also referred to as Community Planning Areas, or CPAs." The development parcel for Colonial Circle is located in Fluvanna County's "Palmyra" Community Planning Area.
Page 39	The Community Element Matrix provided on Page 39 shows two particular configurations of development best-suited for multifamily usage: Village and Rural Cluster. <b>In both of these developments, the usage mix is targeted for 25-50% multifamily residential; the highest proportionate usage of multifamily for any of the development configurations.</b>
Page 40	On page 39, the plan notes that " <b>affordable housing and workforce housing are vital to the community</b> " and that "many affordable homes will be...multifamily structures." Presently, no multifamily apartments - affordable or market-rate - are available in Fluvanna County on the scale of what has been conceived with Colonial Circle. Additionally, density incentives are supported for affordable housing in five of the six Community Planning Areas (Zion Crossroads, Rivanna, Palmyra, Fork Union, Scottsville).
Page 55	One of the recommendations for the Palmyra Community Planning Area is the guidance of village-scaled development. This section specifically notes Palmyra's desired role in "fostering village-scaled developments that include a mix of building types... <b>including affordable housing</b> ." Palmyra is one of two Community Planning Areas in Fluvanna County with <b>an explicit recommendation to support the creation of affordable housing</b> .
Page 119	Chapter 8 provides a definition of affordable housing in Fluvanna County. "Affordable housing is defined as housing which costs less than 30 percent (of) the monthly gross incomes of residents whose household incomes are 80 percent or less of the area median income." It also notes that "the addition of multifamily units to the housing mix would increase Fluvanna's housing options and availability."
Page 121	Chapter 8 notes that " <b>Fluvanna County is outperformed by its neighbors in terms of the provision of affordable housing</b> ". It specifically highlights that " <b>partnerships are critical to the effective provision of affordable housing and local government action in collaboration with developers...makes for stronger, more cohesive, and more sustainable housing programs</b> ."
Page 130	Chapter 9 describes that "affordable home ownership is a continuing and increasing concern as the cost of homes continues to rise much faster than household incomes". <b>It also describes that "Fluvanna County needs a variety of affordable housing opportunities for...rentals."</b>
Page 161	The Comprehensive Plan culminates with "Implementation Goals and Strategies" starting on Page 155. On Page 161, in reference to Chapter 5 and the "Economic Development" of Fluvanna, <b>Community Development, Planning Commission, and Staff are tasked with the ongoing work of "offering incentives for building mixed-income housing, with an emphasis of workforce and affordable housing</b> , in the community planning areas to maximize the use of existing transportation corridors". On Page 163, in reference to Chapter 8 and the "Housing" of Fluvanna, the plan tasks the Planning Commission and Staff with "providing a variety of well-planned housing choices", including "a mix of housing types and densities in individual developments (single and multifamily) as appropriate for area and existing or planned infrastructure", as well as "housing suited to the needs of senior populations - particularly within the community planning areas."



# PROPOSED

As-Is				
Estimated Land Value	\$	71,439		
Tax Rate	\$	0.884		
Assessed Value				
Year	Land	Improvements	Impvt Rate	Total Tax
1	\$ 71,439	\$ -	100%	\$ 632
2	\$ 71,439	\$ -	100%	\$ 632
3	\$ 71,439	\$ -	100%	\$ 632
4	\$ 71,439	\$ -	100%	\$ 632
5	\$ 71,439	\$ -	100%	\$ 632
6	\$ 71,439	\$ -	100%	\$ 632
7	\$ 71,439	\$ -	100%	\$ 632
8	\$ 71,439	\$ -	100%	\$ 632
9	\$ 71,439	\$ -	100%	\$ 632
10	\$ 71,439	\$ -	100%	\$ 632
11	\$ 71,439	\$ -	100%	\$ 632
12	\$ 71,439	\$ -	100%	\$ 632
13	\$ 71,439	\$ -	100%	\$ 632
14	\$ 71,439	\$ -	100%	\$ 632
15	\$ 71,439	\$ -	100%	\$ 632
16	\$ 71,439	\$ -	100%	\$ 632
17	\$ 71,439	\$ -	100%	\$ 632
18	\$ 71,439	\$ -	100%	\$ 632
19	\$ 71,439	\$ -	100%	\$ 632
20	\$ 71,439	\$ -	100%	\$ 632
21	\$ 71,439	\$ -	100%	\$ 632
22	\$ 71,439	\$ -	100%	\$ 632
23	\$ 71,439	\$ -	100%	\$ 632
24	\$ 71,439	\$ -	100%	\$ 632
25	\$ 71,439	\$ -	100%	\$ 632
26	\$ 71,439	\$ -	100%	\$ 632
27	\$ 71,439	\$ -	100%	\$ 632
28	\$ 71,439	\$ -	100%	\$ 632
29	\$ 71,439	\$ -	100%	\$ 632
30	\$ 71,439	\$ -	100%	\$ 632
				<b>\$ 18,946</b>

LIHTC - 10 Year Performance Agreement				
Estimated Improvements Value	\$	10,776,000		
Tax Rate	\$	0.884		
Assessed Value				
Year	Land	Improvements	Impvt Rate	Total Tax
1	\$ 71,439	\$ 10,776,000	0%	\$ 632
2	\$ 71,439	\$ 10,776,000	0%	\$ 632
3	\$ 71,439	\$ 10,776,000	0%	\$ 632
4	\$ 71,439	\$ 10,776,000	0%	\$ 632
5	\$ 71,439	\$ 10,776,000	0%	\$ 632
6	\$ 71,439	\$ 10,776,000	0%	\$ 632
7	\$ 71,439	\$ 10,776,000	0%	\$ 632
8	\$ 71,439	\$ 10,776,000	0%	\$ 632
9	\$ 71,439	\$ 10,776,000	0%	\$ 632
10	\$ 71,439	\$ 10,776,000	0%	\$ 632
11	\$ 71,439	\$ 10,776,000	20%	\$ 19,683
12	\$ 71,439	\$ 10,776,000	40%	\$ 38,735
13	\$ 71,439	\$ 10,776,000	60%	\$ 57,787
14	\$ 71,439	\$ 10,776,000	80%	\$ 76,839
15	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
16	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
17	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
18	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
19	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
20	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
21	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
22	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
23	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
24	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
25	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
26	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
27	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
28	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
29	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
30	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
				<b>\$ 1,733,623</b>

Market Rate Development - 8 Year Delay				
Estimated Improvements Value	\$	10,776,000		
Tax Rate	\$	0.884		
Assessed Value				
Year	Land	Improvements	Impvt Rate	Total Tax
1	\$ 71,439		100%	\$ 632
2	\$ 71,439		100%	\$ 632
3	\$ 71,439		100%	\$ 632
4	\$ 71,439		100%	\$ 632
5	\$ 71,439		100%	\$ 632
6	\$ 71,439		100%	\$ 632
7	\$ 71,439		100%	\$ 632
8	\$ 71,439		100%	\$ 632
9	\$ 71,439		100%	\$ 632
10	\$ 71,439		100%	\$ 632
11	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
12	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
13	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
14	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
15	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
16	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
17	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
18	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
19	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
20	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
21	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
22	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
23	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
24	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
25	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
26	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
27	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
28	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
29	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
30	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
				<b>\$ 1,924,142</b>

Market Rate Development - 4 Year Delay				
Estimated Improvements Value	\$	10,776,000		
Tax Rate	\$	0.884		
Assessed Value				
Year	Land	Improvements	Impvt Rate	Total Tax
1	\$ 71,439		100%	\$ 632
2	\$ 71,439		100%	\$ 632
3	\$ 71,439		100%	\$ 632
4	\$ 71,439		100%	\$ 632
5	\$ 71,439		100%	\$ 632
6	\$ 71,439		100%	\$ 632
7	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
8	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
9	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
10	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
11	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
12	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
13	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
14	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
15	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
16	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
17	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
18	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
19	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
20	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
21	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
22	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
23	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
24	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
25	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
26	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
27	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
28	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
29	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
30	\$ 71,439	\$ 10,776,000	100%	\$ 95,891
				<b>\$ 2,305,182</b>

Delta (benefit to county, 10 year Agreement vs as-is): **\$ 1,714,677**

Delta ("cost" to county, 10 year Agreement vs, 8 year market maturation) **\$ (190,520)**

Delta ("cost" to county, 10 year Agreement vs, 4 year market maturation) **\$ (571,559)**

Total Tax Payments to county during term of performance agreement **\$ 199,361**





## Executive Summary



William N. Park, President

Richard A. Park, Vice President

Pinnacle Construction & Development Corporation

1821 Avon St. Suite 200, Charlottesville VA 22902

T: 434-979-2900 ext. 114

E: [wpark@pinnacleconstructionva.com](mailto:wpark@pinnacleconstructionva.com)

<http://www.pinnacleconstructionva.com/>

---

## CONTENTS

---

ABOUT US	3
OUR TEAM	4
OUR AWARDS	5
OUR AFFILIATED COMPANIES	6
OUR FINANCIAL PARTNERS	8
DEVELOPMENT PROJECTS	9
TESTIMONIALS	11
OUR PORTFOLIO	15

---

## ABOUT US



We are a group of vertically integrated companies providing development, construction, and management of multi-family and commercial real estate projects. From multifamily and commercial properties to mixed use, historic, senior living and medical facilities, Pinnacle Construction and Development Corporation's portfolio paints a portrait of professional **integrity, skill, and results.**

In an age of increasing challenges, considering a Virginia construction project can be a nearly overwhelming proposition. Pinnacle Construction has developed a multitude of proprietary construction project delivery systems that overcome the complexities of construction to meet project needs. Construction procedures, actions, event scheduling, contractual relations and virtually every step in building design and construction is planned for under our project delivery systems, providing an efficient and effective completion of each step while facilitating a smooth and seamless transition to the next.

We bring a strong design and real estate development background that enhances project value through the efficient and effective transfer of design, financing and entitlement processes. Our success is evidenced in the state and national awards we have received for achieving building construction and development excellence.

Bringing key parties together is the fundamental concept behind integrated decision making. Unlike traditional linear decision-making, this integrated approach promotes a more efficient control of time, quality, skill, safety and cost. Everyone is on the same page with the same understanding from day one: That's integrated decision-making that gets results.



Service with integrity from start to finish: [welcome to Pinnacle Construction.](#)

## OUR TEAM

**William Park and Richard Park** are the co-owners of Pinnacle Construction & Development Corporation, Park Properties Management Company LLC, Bluestone Land, L.L.C., and Bluestone Capital Advisors, L.L.C. With over 25 years' experience in real estate development and property management, William and Richard have significant experience and knowledge in the development, construction, and management of commercial and multi-family residential real estate projects throughout Virginia. Types of projects include, but are not limited to, the adaptive reuse of historic structures into multi-family and mixed-use developments, new construction multi-family, senior housing, custom residential, commercial office, health service facilities, industrial flex space, and commercial land development. **Our successful projects include nearly 3000 residential units, consisting of over 3,300,000 square feet, and valued at over \$400,000,000.** William and Richard have developed a distinct expertise in projects that utilize Federal and State tax credit incentives and have partnered with a number of Lenders, Syndicators, Housing Authorities, Corporations and Universities on real estate projects utilizing creative financing solutions to facilitate the development process.



**William N. Park**

President

#### Affiliations and Memberships

- VHDA Rental Advisory Board
- Virginia Tech Program in Real Estate: Chair, Industry Board and Property Management Board Member.
- Associated General Contractors-Piedmont Chapter, Past President
- Virginia Council of Affordable Housing, Past President
- Charlottesville Urban Design Committee, Past Member
- Free Enterprise Forum, Board Member
- Elder, Olivet Presbyterian Church



**Richard A. Park**

Vice President

#### Affiliations and Memberships

- American Society of Landscape Architects
- Associated General Contractors of America, Past President AGCVA Piedmont District
- Construction Specifications Institute
- National Association of Homebuilders
- Central Virginia Apprenticeship Council, Board Member

### CERTIFICATIONS/ AFFILIATIONS

VA Contractor's License # 2701 038245A  
 Member, Associated General Contractors of Virginia  
 Virginia Housing Development Authority Multi-Family Advisory Board  
 Construction Specifications Institute  
 Council for Affordable and Rural Housing  
 National Trust for Historic Preservation  
 Member, National Association of Homebuilders  
 Board Member, Mid-Atlantic Affordable Housing Management Association  
 Board Member, Blue Ridge Apartment Council



---

## OUR AWARDS

---



In recognition of our skills and commitment to quality services, Pinnacle Construction and its affiliates have been awarded the following:

- ❖ 2011 EarthCraft Virginia: Affordable Housing Developer of the Year
  - ❖ 2011 Governor's Housing Award: Best Mixed Use/Mixed Income Project [Wilsondale] Hampton, VA
  - ❖ 2010 Harrisonburg Downtown Renaissance: Design Excellence Award for New Construction [Colonnade]
  - ❖ 2010 EarthCraft Virginia: *Nomination* Multifamily New Construction Project of the Year [Colonnade]
  - ❖ 2006-2014 AGC Certificate of Commendation for Excellent Safety Record (Zero Incidence Rate 10,000 to 50,000 work hours)
  - ❖ 2003 National Association of Housing and Redevelopment Officials' Award of Merit
  - ❖ 2002 National Association of Housing and Redevelopment Officials' Award of Merit
  - ❖ 1995 National Association of Home Builder's Renaissance Award
  - ❖ 1993 National Association of Home Builder's Renaissance Award
  - ❖ 1993 Governor's Housing Award: Maple Manor, Chase City, VA
  - ❖ 1993 Farmer's Home Administration Section 515 Development of the Year Award
  - ❖ Congressman L.F. Payne's Innovation in Affordable Housing Award
-

## OUR AFFILIATED COMPANIES

	
<p>Pinnacle Construction &amp; Development Corporation, a Virginia Class A general contractor, and its affiliate companies have significant experience and knowledge in the development, construction, and management of commercial real estate projects throughout Virginia. With nearly one-half of a billion dollars in real estate development, types of projects have included: the adaptive reuse of historic structures into multi-family and mixed-use developments; new construction multi-family; senior housing; residential construction; commercial office; health service facilities; industrial flex space; and commercial land development.</p> <p>Pinnacle Construction &amp; Development Corporation was founded in 1991 on the premise that a vertically integrated real estate development firm can enhance the value of any client's project by offering a single source which can guide a real estate project from idea to reality as a successful income producing asset. This is accomplished by efficiently and effectively managing the diverse and fluid nature of real estate development along each step of the development, construction, and management process. This philosophy becomes apparent upon review of Pinnacle's references and projects which have garnered numerous State and National Awards for excellence in development and construction.</p> <p>Pinnacle's affiliate companies, Bluestone Land, L.L.C. and Park Properties Management Co., L.L.C., are commercial development and property management firms respectively, with projects throughout the Commonwealth. Their experience as Owners, Developers, and Asset Managers compliments Pinnacle's construction knowledge and enables us to provide third party Owners or joint venture partners with a turn-key solution for each project. The solution is accomplished by providing a feasibility analysis, construction solution and marketing plan with the flexibility to adapt to changing conditions throughout the process.</p> <p>Through the years, Pinnacle has developed a distinct expertise in projects that utilize Federal and State tax credit incentives, specifically: the Federal and State Low Income Housing Tax Credit Program, Federal and State Historic Tax Credit Program and State Enterprise Zone Credit Program. Pinnacle has partnered with a number of Lenders, Syndicators, Housing Authorities, Corporations and Universities on real estate projects utilizing creative financing solutions to facilitate the development process.</p> <p>Pinnacle and its affiliates have been leaders in sustainable and affordable multifamily design, development and construction. Our recent projects, which have been certified as meeting EarthCraft standards, reflect our commitment to energy-efficient construction.</p> <p><b>Principals: William N. Park and Richard A. Park</b></p>	<p>Bluestone Land, L.L.C., is a real estate development company located in Charlottesville, VA, and has been providing real estate development services since 1997.</p> <p>Bluestone's experience as an owner and developer of real estate compliments Pinnacle's construction experience, Park Properties' asset management capabilities and expertise, and Advisors' financial deal structuring to provide turn-key solutions for real estate projects. Over the years, Bluestone has developed an expertise in complex and creative financial transactions through the use of taxable and tax-exempt bonds, and Federal and State Low-Income Housing and Historic tax credits.</p> <p>Services provided:</p> <ul style="list-style-type: none"> <li>○ Provide development site selection</li> <li>○ Coordinate rezoning and site plan approvals</li> <li>○ Coordinate and review required third party reports, i.e. environmental assessments, geotechnical analysis, traffic studies, market studies, and appraisals</li> <li>○ Coordinate Department of Historic Resources Applications and Nomination for Listing on the National Register of Historic Places</li> <li>○ Land entitlement process</li> <li>○ Prepare applications to secure construction and permanent financing from various private and governmental sources</li> <li>○ Prepare Reservation and Allocation Applications for Low-Income Housing Tax Credits</li> <li>○ Acquire syndication proceeds through the sale of Federal Low-Income and Historic Tax Credits</li> <li>○ Coordinate architectural, engineering, landscape architectural and interior design</li> <li>○ Coordinate Cost Certifications and Audits</li> <li>○ Represent the development before neighborhood associations and Architectural Review Boards</li> </ul> <p><b>Principals: William N. Park and Richard A. Park</b></p>



Established in 1989, Park Properties Management Company is a full service management company that specializes in multi-family, affordable and conventional housing, commercial property management, condominium management and single family homes. Currently, Park manages over 35 entities throughout the Commonwealth of Virginia, with annual gross income values topping over 30 million.

Since its incorporation, Park has demonstrated its strengths in regional markets and has shown that disciplined growth along with a process-driven approach to all aspects of property management equals high performance results.

Each team member is dedicated to our proactive attitude toward customer service. Our organizational strength comes from our experienced senior management team that consists of four regional managers, a director, and a comptroller.

*The Park Advantage includes:*

- Superior Customer/Resident Ratings
- Superior Affordable Compliance Monitoring
- Financial Management with Streamlined Systems for Efficiency and Compliance
- Ancillary Revenue and Receivable Procedures
- Asset Risk Management – REAC Scores Average 96
- Innovate Approach to Affordable Housing – Taking Conventional Concepts and Applying them to Affordable Housing
- Highly Trained and Motivated Site and Field Staff
- Technologically Advanced Maintenance Services
- Inventory Management System and Bulk Purchasing Program
- Real-time Performance Analytics
- Diverse Portfolio
- VHDA Certified Management Agent

**Principals: William N. Park and Richard A. Park**

**Senior Vice President: Alice A. Fletcher**

Bluestone Capital Advisors, L.L.C. is a Virginia Housing Development Authority Participating Mortgage Banker.

Bluestone Capital Advisors provides comprehensive mortgage banking solutions from underwriting, investment analysis to valuation, pricing, sizing, deal process management and closing for all affiliate projects in addition to those for third party clients.

The ability to provide mortgage banking services to clients is yet another way in our team and our affiliates can offer a turn-key solution to affordable housing development.

**Principals: William N. Park and Richard A. Park**

## OUR FINANCIAL PARTNERS

We are proud to have partnered with premier banking and financial institutions for successful development of our projects.

- ▲ BB&T BANK/BB&T CAPITAL MARKETS
- ▲ BERKADIA COMMERCIAL MORTGAGE
- ▲ XENITH BANK
- ▲ UNION BANK
- ▲ MIDDLEBURG BANK
- ▲ GRANDBRIDGE REAL ESTATE CAPITAL
- ▲ VIRGINIA COMMUNITY CAPITAL
- ▲ COMMONWEALTH COMMERCIAL PARTNERS
- ▲ THE ARCAND COMPANY
- ▲ PNC MULTI-FAMILY CAPITAL
- ▲ RAYMOND JAMES FINANCIAL
- ▲ CAPITAL ONE
- ▲ FRANKLIN CAPITAL GROUP
- ▲ WACHOVIA BANK
- ▲ BANK OF AMERICA
- ▲ UNITED BANK
- ▲ SOUTH STATE BANK
- ▲ C&F BANK
- ▲ REGIONS BANK
- ▲ FANNIE MAE
- ▲ THE RICHMAN GROUP
- ▲ SECOND BANK & TRUST
- ▲ NATIONAL EQUITY FUND, INC.
- ▲ LONGWOOD UNIVERSITY REAL ESTATE FOUNDATION
- ▲ USDA RURAL DEVELOPMENT
- ▲ VIRGINIA HOUSING DEVELOPMENT AUTHORITY
- ▲ RICHMOND REDEVELOPMENT & HOUSING AUTHORITY
- ▲ ROANOKE REDEVELOPMENT & HOUSING AUTHORITY
- ▲ LYNCHBURG REDEVELOPMENT & HOUSING AUTHORITY
- ▲ LOCAL INITIATIVES SUPPORT CORPORATION
- ▲ DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD)

# DEVELOPMENT PROJECTS

Project Name	Type	Units	Square Footage	Fair Market Value
Pinnacle Place Flex	OFFICE	5	17,410	\$1,950,000
Boydton Office	OFFICE	1	5,851	\$720,000
Mt. Run Apartments	MULTIFAMILY	50	36,804	\$2,700,000
Brunswick Village Apts	MULTIFAMILY	48	44,536	\$3,100,000
The Vistas Apartments	MULTIFAMILY	176	169,362	\$10,850,000
Big Sky Apartments	MULTIFAMILY	135	151,368	\$11,975,000
Greens at Northridge	MULTIFAMILY	108	114,252	\$8,200,000
Meadows at Northridge	MULTIFAMILY	50	37,480	\$3,000,000
Grand Vistas	MULTIFAMILY	104	137,680	\$10,750,000
Parc Crest	MULTIFAMILY	44	35,600	\$2,900,000
Maple Manor Apts	MULTIFAMILY	26	18,200	\$1,837,223
Cannery Row Apts	MULTIFAMILY	9	8,500	\$770,000
Poplar Forest I	MULTIFAMILY	72	65,180	\$4,086,033
Poplar Forest II	MULTIFAMILY	66	68,205	\$5,328,900
Wilsondale Mixed Use	MIXED USE	60	75,702	\$8,500,000
Wilsondale Workforce	MULTIFAMILY	150	165,702	\$22,000,000
Colonnade Mixed Use	MIXED USE	6	28,282	\$5,375,000
Colonnade Workforce	MULTIFAMILY	60	60,498	\$7,100,000
Landings at Weyers Cave	MULTIFAMILY	84	92,880	\$5,100,000
Treesdale	MULTIFAMILY	88	99,560	\$7,880,000
Round Hill Meadows	MULTIFAMILY	60	64,433	\$5,500,000
Round Hill Meadows Place	MULTIFAMILY	40	54,920	\$3,800,000
Windigrove Apartments	MULTIFAMILY	146	336,019	\$19,613,095
Windigrove II Apartments	MULTIFAMILY	88	116,616	\$12,257,683
Highlands at Huckleberry Ridge	MULTIFAMILY	248	356,123	\$36,600,056
700 Garthfield Lane	SINGLE FAMILY	1	4,500	\$800,000
Gateway Business Park	LAND	8 lots/22.5 ac		\$3,348,000
Willis Farm - 110 acres	SINGLE FAMILY	1		\$375,000
Vistas Commercial Land	LAND	2 lots/2 ac		\$500,000
Poplar Forest Residential Land	LAND	35 lots		\$700,000
Poplar Forest Multi-family Land	LAND	60 units		\$500,000
Highlands Residential Land	LAND	80 townhouse lots		\$4,000,000
Gateway Assisted Living	ASSISTED LIVING	76	87,526	\$31,360,000
Big Sky II Apartments	MULTIFAMILY	114	165,619	\$14,782,140
The Lofts at Meadowcreek	MULTIFAMILY	65	84,580	\$12,731,242
The Lofts at Jubal Square	MULTIFAMILY	140	204,404	\$20,771,476

The Vue	MULTIFAMILY	126	124,605	\$23,560,000
Fieldstone Senior	MULTIFAMILY	60	54,430	\$2,500,000
Fieldstone Family	MULTIFAMILY	84	88,800	\$7,323,742
Highlands II	MULTIFAMILY	140	213,344	\$21,885,298
Preston Lake	MULTIFAMILY	144	149,494	\$21,950,000
Brookdale	MULTIFAMILY	96	117,650	\$19,973,466
Windigrove III	MULTIFAMILY	120	121,980	\$17,709,164
Washington Landing	MULTIFAMILY	192	368,198	\$42,780,000
Gateway Senior Apartments	MULTIFAMILY	80	88,157	\$16,250,000
<b>Total</b>		<b>3423</b>	<b>4,234,445</b>	<b>\$465,912,518</b>

# TESTIMONIALS

LONGWOOD  
UNIVERSITY



REAL ESTATE FOUNDATION

515 Main Street  
Farmville, Virginia 23909  
tel: 434.495.2086  
fax: 434.495.2959  
m: 711



December 28, 2006

To Whom It May Concern:

In the summer of 2004, Pinnacle Construction of Charlottesville, Virginia made a proposal to Longwood University for a mixed use retail/residential complex that would help to relax the ever growing pressure for residential student housing here in Farmville. In June of that year, the Longwood University Real Estate Foundation was created to enter into a development agreement to build what has become known as MidTown Square. Built on a 5.5 acre site right across Main Street from Longwood's campus, this mixed use property is a most welcome addition to both the downtown corporate citizenry and to the University student body. Design for "MidTown Square" began in November of 2004 and the buildings are now complete. The 408 student bedrooms are fully occupied and the retail space on the ground floor of the project is currently leasing up.

Without the tireless efforts of Pinnacle Construction and its President William Park, this project would never have happened in such a timely fashion, especially in light of the very aggressive timeline that had to be followed. We couldn't be more pleased with the project or with our relationship with Mr. Park and his staff. The Real Estate Foundation looks forward to other future projects in partnership with Pinnacle Construction/Park Properties.

Sincerely,



Ken Copeland, Executive Director  
Longwood University Real Estate Foundation, Inc.

**Wilson Trailer Court, LLC**  
**Stan Wilson**  
111 Creekview Lane  
Hampton, VA 23669

November 15, 2016

To Whom It May Concern:

With reference to Pinnacle Construction & Development and Park Properties Management Co., I am writing to share my experiences and give a very positive recommendation regarding their abilities and performance in constructing and managing the Wilsendale Apartments and Mixed Use Development in Hampton, VA.

When deciding upon potential developers for my family's properties, I first met William Park in 2008 and we immediately formed a friendship based on a mutual understanding of shared success. I appreciated his candor and his willingness for our family to share in the life of the development – and our partnership was easily created. To this date our experience has been outstanding, and as I drive past our project daily I know I selected the right team as partners.

William and his brother Richard, along with their team of seasoned professionals, successfully transformed a mobile home park and adjacent under-utilized properties into a mixed-use and mixed income development –ultimately winning the 2011 Governor's Housing Conference Best Mixed Use/Mixed Income Award. During this process, William successfully received Low Income Housing Tax Credits in a very competitive pool, handled all other financial arrangements and syndication, resolved complex development issues with the City and coordinated all of the design professionals and the legal team. All the while, Richard was managing construction and development at a rapid pace with critical deadlines and a tight schedule – all on budget.

I found both William and Richard to be very experienced, reliable and honest. They were accessible and attentive to my concerns and to our family needs. Communication was open and easy. Handling all decisions with efficiency and a proactive attitude, their attention to detail and quality workmanship clearly contributed to our award winning results. Given the opportunity, I would certainly enter into another partnership or development with this highly organized team.

Yours Truly,



Stan Wilson



John G. Grover  
800 Semmes Ave. Unit 904  
Richmond VA 23224

November 15, 2016

**To Whom It May Concern:**

This letter comes to you as a strong recommendation for William Park and Richard Park and their affiliated real estate development, construction, and property management companies. In 2004, I partnered with William and Richard for the development and construction of Big Sky apartments in Staunton, Virginia. William and Richard worked through challenging construction conditions, and Big Sky has set a high standard as a successful luxury apartment development. The property management team has kept the occupancy at high levels, and Big Sky is a financial success. Based on my experience with William and Richard, I was eager to continue our partnership with Big Sky -Phase II and Jubal Square apartments in Winchester, Virginia. Both projects are currently under construction, and are within the expected budget.

I have found William and Richard to be the most reliable business partners I have ever had. William and Richard are both proactive and involved in all aspects of the projects. William excels in managing complex real estate development with localities, planners, engineers, and architects while managing financial arrangements with lenders, syndicators, and investors. William has a track record of creating accurate revenue projections. Richard leads the construction team in design, life cycle cost analysis, quality and safe building practices with attention to detail and the budget.

One advantage to partnering with William and Richard is that they are the decision makers for the entire project. As owners, developers, and the general contractor, there is no wasted time gathering a team to resolve an issue. This results in a savings of time, effort, and money.

William and Richard are among the most driven real estate professionals I have ever met. But they are also loyal, honest, and accessible.

Your next real estate venture will find great success if you take on William and Richard as your business partners. I would be more than happy to give you more details if you would like. Call me at 804-357-9128 or email me at [Jgr1958@aol.com](mailto:Jgr1958@aol.com).

Sincerely,

John Grover



Marsh & McLennan Agency LLC  
4900 Libbie Mill East Boulevard, Suite 100  
Richmond, Virginia 23230  
Main +1 804 780 0611  
Fax +1 804 788 8944  
www.mma-midatlantic.com

April 3, 2020

Berkadia  
Mr. Matthew T. Sato  
Vice President – FHA Senior Underwriter  
707 East Main Street, Suite 1300  
Richmond, VA 23219

**RE: Pinnacle Construction & Development Corporation**  
**Project: Washington Landing**

Dear Mr. Sato:

Pinnacle Construction & Development Corporation (PCDC) is a highly regarded and valued client of Marsh & McLennan Agency, LLC. We handle the contract bonding requirements of PCDC through Federal Insurance Company (Chubb), which is listed on the United States Department of Treasury, Federal Register, and Circular 570 and is licensed to transact business in the Commonwealth of Virginia. Chubb is one of the leading bonding companies in the country and has an "A++" Best Rating. We have committed to provide PCDC with \$100,000,000 aggregate capacity in payment and performance bonds with a single project limit of \$50,000,000.

We are prepared to provide performance and payment bonds, subject to the normal underwriting conditions at the time of award. This includes, but is not limited to work on hand, contract terms, bond forms, profitability and bid spread.

We have found their management to be seasoned, mature and proactive. Their abilities to manage the preconstruction and construction process and finance their operation are as good as any in the business. We recommend this contractor highly. If I can be of further assistance please feel free to contact me directly.

Kindest Regards,

*C. Hunter Bendall, Jr.*

C. Hunter Bendall, Jr.  
Attorney in Fact  
Federal Insurance Company

  
A Marsh & McLennan Agency, LLC Company

## OUR PORTFOLIO-Historic Adaptive Re-Use



**MAPLE MANOR**  
Chase City, VA  
Completed 1992  
Historic Adaptive Re-Use  
26 Affordable Senior Apartments  
Total Development Cost - \$1.6 Million



**ONE EAST BROAD ST**  
Richmond, VA  
Completed 1999  
Historic Adaptive Re-Use  
19 Luxury Apartments  
6,500 Square Feet of Commercial & Retail Space  
Total Development Cost - \$1.8 Million



**CANNERY ROW**  
Chase City, VA  
Completed 1999  
Historic Adaptive Re-Use  
9 Affordable Apartments  
Total Development Cost - \$765,000



**MAURY SCHOOL APARTMENTS**  
Richmond, VA  
Completed 2002  
Historic Adaptive Re-Use  
45 Affordable Senior Apartments  
Total Development Cost - \$3.5 Million

## OUR PORTFOLIO-Historic Adaptive Re-Use



### 8 JEFFERSON PL/NORFOLK & WESTERN

Richmond, VA

Completed 2002

Historic Adaptive Re-Use

88 Luxury Apartments

Total Development Cost - \$9.0 Million



### FOURTH & GRACE

Richmond, VA

Completed 2001

Historic Adaptive Re-Use

Mixed Income Development

52 Affordable Apartments; 6 Luxury Apartments

6,000 s.f. Commercial Space

Total Development Cost - \$5.15 Million

## OUR PORTFOLIO-Commercial/Mixed-Use



**PINNACLE PLACE**  
Charlottesville, VA  
Completed 2000  
Company Headquarters  
17,000 s.f. Flexible Commercial space



**IMANI MEWS & RETAIL CENTER**  
Richmond, VA  
Completed 2005  
68 Affordable Apartments  
25,000 Square Feet of Retail Space  
Total Development Cost - \$7.0 Million



**MID TOWN SQUARE**  
Farmville, VA  
Completed 2006  
420 Student Beds- Longwood University  
44,000 Square Feet of Retail & Commercial Space  
Total Development Cost - \$25.0 Million



**COLONNADE AT ROCKTOWN**  
Harrisonburg, VA  
Completed 2010  
Mixed Use/Mixed Income Development  
60 Affordable Apartments  
6 Luxury Apartments  
24,000 s.f. Retail & Commercial Space  
Total Development Cost - \$10.0 Million

## OUR PORTFOLIO- Commercial/Mixed-Use



### WILSONDALE

**Hampton, VA**

Completed 2011

Mixed Use/Mixed Income Development

150 Affordable Apartments

60 Luxury Apartments

11,000 s.f. Retail & Commercial Space

Total Development Cost - \$25.0 Million

## OUR PORTFOLIO-Senior Living



**THE MEADOWS AT NORTHRIDGE**  
Culpeper, VA  
Completed 2005  
50 Affordable Senior Apartments  
Total Development Cost - \$3.7 Million



**MOFFETT MANOR**  
Warrenton, VA  
Completed 2007  
98 Affordable Senior Apartments  
Total Development Cost - \$10.5 Million



**MOUNTAIN RUN**  
Culpeper, VA  
Completed: 1999  
50 Senior and Family Affordable Apartments  
Total Development Cost: \$3 million



**PARC CREST**  
Farmville, VA  
Completed 2008  
44 Affordable Senior Apartments  
Total Development Cost - \$4.3 Million

## OUR PORTFOLIO-Senior Living



### **GATEWAY ASSISTED LIVING FACILITY**

**Fishersville, VA**

Completed: 2020

55 Assisted Living Apartments

21 Memory Care Apartments

Total Development Cost: \$ 15.1 million



### **FIELDSTONE**

**Blacksburg, VA**

Completed: 2018

60 Senior Affordable Apartments

84 Affordable Apartments Tax Exempt Bond Financing

Total Development Cost: \$20.1 million



### **GATEWAY SENIOR APARTMENTS**

**Fishersville, VA**

Under Construction

80 Senior Affordable Apartments

Total Development Cost: \$16.25 million



## OUR PORTFOLIO-Multifamily



### POPLAR FOREST

**Farmville, VA**

Completed 1999

138 Luxury Apartments

Total Development Cost - \$7.0 Million



### VISTAS AT DREAMING CREEK

**Lynchburg, VA**

Completed 2001

Mixed Income Development

76 Affordable Apartments

100 Luxury Apartments

Total Development Cost: \$12.0 Million



### BRUNSWICK VILLAGE

**Lawrenceville, VA**

Completed 2002

48 Affordable Apartments

Total Development Cost - \$3.1 Million



### THE GREENS AT NORTHRIDGE

**Culpeper, VA**

Completed 2005

108 Affordable Apartments

Total Development Cost: \$8.8 Million

## OUR PORTFOLIO-Multifamily



**BIG SKY**  
**Staunton, VA**  
Completed 2006  
135 Luxury Apartments  
Total Development Cost - \$16 Million



**GRAND VISTAS**  
**Lynchburg, VA**  
Completed 2008  
104 Luxury Apartments  
Total Development Cost - \$9.0 Million



**COLONNADE AT ROCKTOWN**  
**Harrisonburg, VA**  
Completed 2010  
Mixed Use/Mixed Income Development  
60 Affordable Apartments  
6 Luxury Apartments  
24,000 s.f. Retail & Commercial Space  
Total Development Cost - \$10.0 Million



**WILSONDALE**  
**Hampton, VA**  
Completed 2011  
Mixed Use/Mixed Income Development  
150 Affordable Apartments  
60 Luxury Apartments  
11,000 s.f. Retail & Commercial Space  
Total Development Cost - \$25.0 Million

## OUR PORTFOLIO-Multifamily



### LANDINGS AT WEYERS CAVE

Weyers Cave, VA

Completed 2011

84 Affordable Apartments and Community Center

Total Development Cost - \$11.9 Million



### TREESDALE

Charlottesville, VA

Completed 2011

88 Affordable Apartments and Community Center

Total Development Cost - \$13.75 Million



### ROUND HILL MEADOWS

Orange, VA

Completed 2014

Mixed Income Development

60 Affordable Apartments

40 Luxury Apartments

Total Development Cost - \$10.9 Million



### WINDIGROVE

Waynesboro, VA

Completed 2014

234 Luxury Apartments in 2 Phases

Total Development Cost - \$26.9 Million

## OUR PORTFOLIO-Multifamily



**HIGHLANDS AT HUCKLEBERRY RIDGE**  
Blacksburg, VA  
Completed 2014  
244 Luxury Apartments  
Total Development Cost - \$31.2 Million



**BIG SKY II**  
Staunton, VA  
Completed 2017  
114 Luxury Apartments  
Total Development Cost - \$12.5 Million



**JUBAL SQUARE**  
Winchester, VA  
Completed 2018  
140 Luxury Apartments  
Total Development Cost- \$20 Million



**LOFTS AT MEADOWCREEK**  
Charlottesville, VA  
Completed 2020  
65 Luxury Apartments  
Total Development Cost- \$20 Million

## OUR PORTFOLIO-Multifamily



**FIELDSTONE**  
**Blacksburg, VA**

Completed: 2018  
60 Senior Affordable Apartments  
84 Affordable Apartments Tax Exempt Bond Financing  
Total Development Cost: \$20.1 million



**THE VUE**  
**Crozet, VA**

Completed: 2020  
126 Luxury Apartments  
Total Development Cost: \$ 23.5 million



**HIGHLANDS AT HUCKLEBERRY RIDGE II**  
**Blacksburg, VA**

Completed 2019  
140 Luxury Apartments  
Total Development Cost: \$ 21.8 million



**WINDIGROVE III**  
**Waynesboro, VA**

Under construction  
Anticipated completion date: Fall 2021  
120 Luxury Apartments  
Total Development Cost - \$16.9 Million

# OUR PORTFOLIO-Multifamily



## BROOKDALE

**Charlottesville, VA**

Completed: 2020

96 Affordable Apartments

Tax Exempt Bond Financing

Total Development Cost: \$ 17.2 million



## PRESTON LAKE APARTMENTS

**Harrisonburg, VA**

Under construction

Anticipated completion date: Summer 2021

144 Luxury Apartments

Total Development Cost: \$ 21.9 million



## WASHINGTON LANDING APARTMENTS

**Charles Town, West Virginia**

Under construction

Anticipated completion date: Spring 2023

192 Luxury Apartments

Total Development Cost: \$ 42.7 million

## Contact:

William N. Park, President

Richard A. Park, Vice President

Pinnacle Construction & Development Corporation

1821 Avon St. Suite 200, Charlottesville VA 22902

T: 434-979-2900 ext. 114

E: [wpark@pinnacleconstructionva.com](mailto:wpark@pinnacleconstructionva.com)

<http://www.pinnacleconstructionva.com/>

**Housing Virginia** New Construction Economic Impacts

Source: <https://housingforwardva.org/toolkits/sourcebook/residential-new-construction-economic-impact-calculator/>



ABOUT / TOOLS & RESOURCES / EVENTS / CONTACT US /

County/Independent City where home(s) are proposed to be built:

Fluvanna County ▼

Type of building\*:

Multifamily Mid Rise (4-7 Story) ▼

Total number of units:

124

unit(s).

Average square feet per unit:

1098

sq.ft.

Anticipated Construction Cost: If you would like to use your own construction cost estimate, enter it here. Only include new construction cost (this figure should not include land value, permitting costs, etc.; leave blank if unknown):

21082000

Estimated Construction Cost\*\*: \$21,082,000.00

Economic Impact***			
Short Term		Long Term	
Estimated Job Creation:	<b>283.38</b>	Estimated Jobs Supported:	<b>10.59</b>
Estimated Gross Fiscal Revenues:	<b>\$874,912.48</b>	Estimated Gross Fiscal Revenues†:	<b>\$327,180.48</b>
Estimated Local Economic Growth:	<b>\$18,657,570.00</b>	Estimated Local Economic Growth:	<b>\$1,310,600.49</b>



## Fluvanna County Comprehensive Plan

[https://www.fluvannacounty.org/sites/default/files/fileattachments/planning\\_amp\\_zoning/page/4601/2015\\_comp\\_plan](https://www.fluvannacounty.org/sites/default/files/fileattachments/planning_amp_zoning/page/4601/2015_comp_plan)

Page 5	Fluvanna County's Comprehensive Plan is divided into twelve interconnected subjects. On Page 5, it notes "the plan sets forth a vision for each, describes the existing conditions regarding that issue, and recommends a course of action with specific goals and implementation strategies."
Page 5	Chapter 2 maps Fluvanna County's future form, mindful of the residents' individual property rights and the community's development goals.
Page 5	Chapter 5 addresses visions for "Economic Development" in Fluvanna County. It notes "economic development is essential to a sustainable Fluvanna County" and the chapter reinforces the "growth-area concept and sets forth the strategy for implementing the community planning areas".
Page 6	Chapter 8 discusses plans for "Housing" in Fluvanna County. "To remain sustainable and livable, <b>the community needs diverse and affordable housing</b> . Affordable housing serves homes making 80 percent or less of the area median income (AMI). Rent or mortgage plus utilities also must not exceed 30 percent of monthly gross income."
Page 6	Chapter 9 details considerations for "Human Services" in Fluvanna County. It notes that " <b>human service needs, particularly for low-and-moderate families, are related to affordable housing</b> , and demand for services in Fluvanna County continues to rise."
Page 29	Page 29 states "six areas - Lake Monticello (Rivanna), Palmyra, Zion Crossroads, Scottsville, Fork Union, and Columbia - are designated growth areas established pursuant to the Code of Virginia (Section §15.2-2223.1). These areas are also referred to as Community Planning Areas, or CPAs." The development parcel for Colonial Circle is located in Fluvanna County's "Palmyra" Community Planning Area.
Page 39	The Community Element Matrix provided on Page 39 shows two particular configurations of development best-suited for multifamily usage: Village and Rural Cluster. <b>In both of these developments, the usage mix is targeted for 25-50% multifamily residential; the highest proportionate usage of multifamily for any of the development configurations.</b>
Page 40	On page 39, the plan notes that " <b>affordable housing and workforce housing are vital to the community</b> " and that "many affordable homes will be...multifamily structures." Presently, no multifamily apartments - affordable or market-rate - are available in Fluvanna County on the scale of what has been conceived with Colonial Circle. Additionally, density incentives are supported for affordable housing in five of the six Community Planning Areas (Zion Crossroads, Rivanna, Palmyra, Fork Union, Scottsville).
Page 55	One of the recommendations for the Palmyra Community Planning Area is the guidance of village-scaled development. This section specifically notes Palmyra's desired role in "fostering village-scaled developments that include a mix of building types... <b>including affordable housing</b> ." Palmyra is one of two Community Planning Areas in Fluvanna County with <b>an explicit recommendation to support the creation of affordable housing</b> .
Page 119	Chapter 8 provides a definition of affordable housing in Fluvanna County. "Affordable housing is defined as housing which costs less than 30 percent (of) the monthly gross incomes of residents whose household incomes are 80 percent or less of the area median income." It also notes that "the addition of multifamily units to the housing mix would increase Fluvanna's housing options and availability."
Page 121	Chapter 8 notes that " <b>Fluvanna County is outperformed by its neighbors in terms of the provision of affordable housing</b> ". It specifically highlights that " <b>partnerships are critical to the effective provision of affordable housing and local government action in collaboration with developers...makes for stronger, more cohesive, and more sustainable housing programs</b> ."
Page 130	Chapter 9 describes that "affordable home ownership is a continuing and increasing concern as the cost of homes continues to rise much faster than household incomes". <b>It also describes that "Fluvanna County needs a variety of affordable housing opportunities for...rentals."</b>
Page 161	The Comprehensive Plan culminates with "Implementation Goals and Strategies" starting on Page 155. On Page 161, in reference to Chapter 5 and the "Economic Development" of Fluvanna, <b>Community Development, Planning Commission, and Staff are tasked with the ongoing work of "offering incentives for building mixed-income housing, with an emphasis of workforce and affordable housing</b> , in the community planning areas to maximize the use of existing transportation corridors". On Page 163, in reference to Chapter 8 and the "Housing" of Fluvanna, the plan tasks the Planning Commission and Staff with "providing a variety of well-planned housing choices", including "a mix of housing types and densities in individual developments (single and multifamily) as appropriate for area and existing or planned infrastructure", as well as "housing suited to the needs of senior populations - particularly within the community planning areas."



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

**TAB B**

<b>MEETING DATE:</b>	March 2, 2022				
<b>AGENDA TITLE:</b>	Emergency Procurement - Fire Apparatus Purchase				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors to approve the Emergency Procurement contract between Fluvanna County and General Fire Equipment Inc. for the Emergency purchase of a 2016 Ford F550 Crew Cab 4X4 Brush/ Rescue Fire Unit totaling \$274,341, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		x			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		x			
<b>STAFF CONTACT(S):</b>	Cyndi Toler, Purchasing Officer				
<b>PRESENTER(S):</b>	Cyndi Toler, Purchasing Officer				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>• In the FY22 budget, \$2,971,000 was budgeted for Fire and Rescue apparatus.</li> <li>• In September 2021 the board increased that amount by \$471,500 due to price increases from Manufacturers. Totaling \$3,442,500 in approved debt funding for the equipment.</li> <li>• 3 Contracts already issued for Fire CIP Total = \$2,829,755.00</li> <li>• This Attack 20 Brush truck replacement was planned for a total of \$239,000</li> <li>• Unfortunately, their current Attack 20 is out of service and is unable to get appropriate parts for repair. Because of the age of the vehicle these parts are no longer available.</li> <li>• Ordering a vehicle to be built will take around 2 years to complete.</li> <li>• General Fire Equipment Inc. has a "Demo Model" they are willing to sell to the County and we could take possession within about 2 months.</li> <li>• It is important to note this vehicle is a 2016 model and is out of the manufacturer's warranty period. However, it has only just over 4,000 miles on it and has been used as a demo the majority of the time. Also, all the components on it, other than the chassis, will be warranted by General Fire Equipment for 1 year after purchase.</li> <li>• Due to the nature of the vehicle and the negative effect on public safety to wait for a new build, we are asking that this truck be purchased on an Emergency Procurement basis.</li> <li>• The vehicle has a purchase cost of \$274,341.00. \$239,000 of this cost will be covered with the Debt the county has already secured. The remainder of the cost and outfitting the vehicle will be paid by Fork Union Fire using their Aid to Localities funding they receive annually.</li> </ul>				

<b>FISCAL IMPACT:</b>	<ul style="list-style-type: none"> <li>• \$239,000 Budgeted as debt service</li> <li>• \$35,341 to be paid by Fork Union Fire</li> </ul>				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Purchase Contract				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	<b>X</b>	<b>X</b>	<b>X</b>		

## **Fire Apparatus Purchase #1:**

Contract between Fluvanna County and Atlantic Emergency Solutions for the purchase of a 2023 Pierce Enforcer Aerial Tower totaling \$1,623,580.

## **Fire Apparatus Purchase #2:**

Contract between Fluvanna County and Atlantic Emergency Solutions for the purchase of a Pierce 2000 Gallon Dryside Tanker totaling \$484,771.

### **Fire Apparatus Purchase #3:**

Contract between Fluvanna County and Atlantic Emergency Solutions for the purchase of a 2023 Pierce Enforcer Triple Combination Pumper totaling \$721,404.

## COUNTY OF FLUVANNA, VIRGINIA

### FIRETRUCK PURCHASE CONTRACT

This Firetruck Purchase Contract (the “**Contract**”), is made this \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”) between the County of Fluvanna, a political subdivision of the Commonwealth of Virginia (“**County**”), and General Fire Equipment, Inc., a Virginia Corporation (“**Contractor**”).

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

#### **I. EMERGENCY PROCUREMENT:**

Whereas, a firetruck used by the Fork Union Fire Station which firetruck is an integral part of the Fluvanna County’s public safety system has a pump issue and has become unreliable to firefighters. In addition, repairs to the existing firetruck have become infeasible because parts are no longer available for the aged firetruck;

Whereas, the aged firetruck needs to be replaced imminently for use by the Fork Union Fire Station in carrying out the duties of protecting Fluvanna County and its residents in the event of fire;

Whereas, average lead time on a new firetruck is on average more than one (1) year;

Whereas, the Contractor has offered to sell and the County desires to purchase an already built 2016 Ford F550 Crew Cab 4X4 Brush/Rescue Fire Unit (manufactured for a fire department and placed in service in 2016 after which Contractor bought it back and since then it was used by Contractor for demo purposes only) and with low mileage of 4,407 miles (as more specifically defined herein and including the Additional Components, the “Firetruck”) available for sale for a price the County finds to be fair and reasonable; and

Whereas, the Contractor has agreed to purchase, install and add some additional components to the already built 2016 Ford F550 Crew Cab 4X4 Brush/Rescue Fire Unit to best serve the County’s needs and such are listed in the Specifications, as such term is defined below, as “Additional Components” (hereinafter referred to as the “Additional Components”);

Whereas, pursuant to Virginia Code Section 2.2-4303(F), in case of emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. The written determination of the basis for the emergency and for the selection of the particular Contractor is set forth *supra*. This Contract for the Firetruck is being awarded on an emergency basis to the Contractor as of the Effective Date of this Contract. **A notice as required by Virginia Code Section 2.2-4303(F) shall be posted on the Department of General Services' central electronic procurement website by the County.**

The specifications, description, VIN Number, and Included Options for the Firetruck (collectively the “Specifications”) are attached hereto as **Exhibit A** and incorporated herein by reference as a material part of this Contract.



Invoice #07286 dated March 2, 2022, (the “Invoice”) is attached hereto as **Exhibit B** and incorporated herein by reference as a material part of this Contract.

## **II. SCOPE OF SERVICES:**

The County desires to purchase the 2016 Ford F550 Crew Cab 4X4 Brush/Rescue Fire Unit Firetruck as described in the Specifications and Invoice and together with the Additional Components (installation included), all of those other requirements, options, products, items and equipment described in this Contract (collectively the “Firetruck”) and the Contractor agrees to provide the Firetruck on or before the **Delivery Date** (as defined below). The Additional Components shall be purchased by and properly installed on the Firetruck by Contractor prior to the Delivery Date. The Firetruck and any and all items provided and services rendered under this Contract shall be done in a good and workmanlike manner and so as to pass without exception in the trade and so has to meet or exceed any and all specifications, provisions, requirements other terms of this Contract and the County’s General Terms (as defined below). In addition to any and all other warranties required under this Contract, the Contractor will provide and assign to the County any and all manufacturer’s warranties related to the Firetruck of any kind.

A copy of the warranties included on the Firetruck are attached hereto as **Exhibit C** (the “Warranty”). The Firetruck will include an operations manual and as-needed training from Contractor to be provided to the County as requested from time to time on dates and times approved by the County in advance (the “Training”). In addition to the Warranty and any requirements of the County’s General Terms, the Contractor agrees to (i) include and provide full manufacturer’s warranties covering the Firetruck including the Additional Components for at minimum \_\_\_ years **EXCEPT NO WARRANTY IS PROVIDED ON THE FORD CHASSIS**; and (i) have a complete system check diagnoses performed by connecting to the OCM (on board computer control module) of the Ford chassis no more than three (3) days prior to the Delivery date to ensure there are no default codes presented on any of the Ford chassis components and to ensure that all components have a clean bill of health and to provide a copy of such report to the County (or if no written report is generated to certify the same) on the Delivery Date.

The Contractor represents and warrants as of the Effective Date:

- (i) that the Firetruck has 4,407 miles, was manufactured for a fire department and placed in service in 2016 after which Contractor bought it back and since then it was used for demonstration purposes only and no other purposes;
- (ii) that the Firetruck is in like-new condition and the Contractor is not aware of any defects or issues of any kind affecting the Firetruck;
- (iii) that the Firetruck conforms to all Federal Department of Transportation (DOT) rules and regulations and with all applicable NFPA specifications;
- (iv) that the Firetruck has never been involved in any accident or crash of any kind; and
- (v) that Contractor has properly maintained the Firetruck since its inception and has performed or caused to be performed all regular scheduled maintenance by properly licensed mechanics; and
- (vi) that the Firetruck is suitable for the County’s intended purposes and use for fire protection in Fluvanna County, Virginia.

**II. COMPENSATION:** The Contractor shall be paid a flat fee of TWO HUNDRED SEVENTY-FOUR THOUSAND THREE-HUNDRED FORTY-ONE AND NO DOLLARS (\$274,341.00) for the Firetruck including the Additional Components consistent with the attached Invoice (Note: The price can

generally be broken down into the already built 2016 Ford F550 Crew Cab 4X4 Brush/Rescue Fire Unit package for \$230,000.00; and the Additional Components including installation and warranties for \$44,341.00). The Contractor shall submit an invoice to the County of Fluvanna after the Firetruck have been delivered to, inspected by, and accepted by the County as further described in Article V(1). The Contractor will be paid within thirty (45) days of receipt of a valid invoice following delivery to the County at the location set forth in Article IV and final acceptance of all Firetruck by the County in the County's sole discretion. Risk of Loss shall pass to the County after delivery to the County and acceptance of the Firetruck by the County. All delivery, administrative, travel and other costs of any kind associated with the sale of the Firetruck are included in the Contractor's fee.

**III. GENERAL TERMS:** The County's General Terms, Conditions and Instructions to Bidders and Contractors (the "County's General Terms") are attached hereto and incorporated by reference as **Exhibit D** as material provisions of this Contract.

**IV. TERM; DELIVERY DATE:** The Parties agree that the Additional Components will take approximately 10 weeks to be delivered and installed by Contractor. The Firetruck must be delivered to the County at the Fork Union Fire Station, 15608 W River, Fork Union, VA 23055 by the 30th day of May, 2022 (the "Delivery Date"). Time is of the essence. Delivery to the County shall be at no additional cost to the County. This Contract will become effective as soon all of the following have occurred: (i) it is signed and approved by both County and Contractor's authorized representatives (the "**Effective Date**"). This Contract shall continue in full force and effect until the last of the following to occur: (i) Delivery Date; (ii) Acceptance; (iii) completion of Training; and (iv) expiration of all guarantees and warranty provisions related to the Firetruck under this Contract. Notwithstanding the foregoing, any and all provisions that by their terms are intended or implied to survive to a later date shall so survive.

**V. OTHER TERMS:**

- 1) **Inspection and Acceptance.** The County shall have ten (10) days from the Delivery Date within which to inspect the Firetruck for conformance to this Contract, the Invoice and the Specifications, and in the event of non-conformance to furnish Contractor with written notice sufficient to permit Contractor to evaluate such non-conformance ("Notice of Defect"). Any non-conformance to this Contract, the Invoice or the Specifications shall be remedied by Contractor within ten (10) days from the Notice of Defect. In the event Contractor does not receive a Notice of Defect within ten (10) days of Delivery Date the Firetruck will be deemed to be in conformance with Specifications and Accepted by County, excepting latent or hidden defects. In the event that Contractor fails to remedy a defect within ten (10) days as required under this Contract, then the County may choose to: (1) Reject the Firetruck in its entirety and receive a complete reimbursement of any and all payments made to Contractor under this Contract, and the Contractor shall also be required at its sole cost and expense to remove the non-confirming Firetruck from Fluvanna County, Virginia, at the contractor's sole cost and expense, and this Contract thereafter shall be deemed null and void and of no further force and effect; or (2) Accept the non-conforming Firetruck subject to a discount equal to either (i) the value of the missing or defective parts, equipment or portions of the Firetruck including any cost to install or make such part, equipment or portion operable, or (ii) the actual cost of the missing or defective part, equipment or portion of the Firetruck including any installation or service fees necessary to make such part, equipment or portion operable based on invoices and receipts. Nothing in this section is intended to

limit any repairs, services or equipment covered under any warranty provided for under this Contract and Contractor agrees to respond to all warranty claims and repairs promptly and with due diligence.

- 2) **Default.** The occurrence of one or more of the following shall constitute a default under this Contract: (a) the County fails to pay when properly due any amounts under this Contract; (b) Contractor breaches an representation or warranty made in this Contract or fails to perform any of its obligations under this Contract with time being of the essence; (c) the Contractor becomes insolvent or is subject to a bankruptcy or insolvency proceedings; (d) any representation made by the contractor to induce the County to enter into this Contract is false in any material respect; (e) the Contractor commits any fraud or makes an material misrepresentation related to the Firetruck or this Contract; or (f) the Contractor is in default or has breached any other contract or agreement with the County. Upon the occurrence of an event of default by Contractor, the County in its sole discretion may choose to immediately cancel and terminate this Contract for cause with no further amounts due and payable hereunder to Contractor. If County so chooses to cancel and terminate, then any amount already paid to Contractor including any prepayments of any kind shall be immediately refunded to County with interest rate of (1%). If at the time the County elects to cancel and terminate this Contract because of a Contractor default the County is in possession of the Firetruck, then any amount already paid to Contractor including any prepayments of any kind shall be immediately refunded to County with interest rate of (1%) and after such refund is paid to the County with interest, the Contractor may pick up the Firetruck at the County. This shall be in addition to any other remedies County may have in law or in equity owing to Contractor's default.
- 3) **Title.** It is agreed that Contractor will provide the County with a clear title with no liens to the Firetruck on the Delivery Date or when the County has fully paid for the Firetruck in accordance with this Contract, whichever is later.
- 4) **Facsimile Signatures.** The delivery of signatures to this Contract in counterparts, or by facsimile transmission shall be binding as original signatures.
- 5) **Entire Contract.** This Contract (together with exhibits, appendices and attachments hereto) shall be the exclusive Contract between the parties for the Firetruck. No change in, modification of, or revision of this Contract shall be valid unless in writing and signed by the County and the Contractor's authorized representatives.
- 6) **Conflict.** Whenever possible the Contract and exhibits shall be read together and the requirements of all of the same shall be met. In the event of a direct conflict between this Contract and any exhibit hereto, the following shall be the order of precedence: (i) this Contract; (ii) the County's General Terms; (iii) the Specifications; and (iv) the Invoice. For clarification, (i) would control over (ii) though (iv); (ii) would control over (iii) through (iv); and so forth.
- 7) **Notice.** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by those methods set forth in Section 66 of the County's General Terms.

**Contractor:**

**General Fire Equipment, Inc.**

Attn: Mr. Monty Lowery  
 5090 Ramble Road  
 Virgilina, VA 24598  
 Phone: (434) 579-7581

County:

Fluvanna County

Attn: County Administrator  
132 Main Street  
P.O. Box 540  
Palmyra, VA 22963  
Phone: (434) 591-1912  
With a Copy to: Fluvanna Count Attorney  
414 East Jefferson Street  
Charlottesville, VA 22902

**V. MISCELLANEOUS.** The headings of the sections of this Contract are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This Contract may be executed in duplicate originals, any of which shall be equally authentic.

**Witness the following duly authorized signatures and seals:**

**General Fire Equipment, Inc.,** a Virginia Corporation

**Fluvanna County,**  
a political subdivision of the Commonwealth of Virginia

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

Fluvanna County Attorney

## **General Fire Equipment Inc.**

Attn: Monty Lowery  
5090 Ramble Road  
Virgilina, VA 24598  
(434)579-7581

**Fluvanna County  
132 Main Street  
Fluvanna Va. 22963**

### **Chassis Specifications:**

**- 2016 Ford F550 4X4 Crew Cab XLT Fire /Rescue Unit (Mileage 4,407)  
- VIN Number: 1FD0W5HT0GEA04360**

- \* 6.7-liter diesel engine
- \* Automatic transmission
- \* Automatic front locking hubs
- \* Power windows
- \* Power Door Locks
- \* Power mirrors
- \* Cruise Control
- \* Custom wet okole (water proof) seat covers front and rear
- \* Custom aluminum console
- \* Factory tinted windows
- \* LED back up camera
- \* Front bumper camera
- \* Automatic high engine idle
- \* Two (2) rigid LED fog light pods recessed in the front bumper
- \* Two (2) rigid LED spot light pods recessed in the front bumper
- \* 12-volt jump start port mounted on the front bumper
- \* Custom front skid plate to protect all steering and front-end components
- \* Custom under cab skid plates to protect engine oil pan and transmission
- \* Kussmaul super auto eject battery charger
- \* Front differential ARB air locker
- \* Front heavy duty winch bumper
- \* Front Warn 16.5 electric winch
- \* Upgraded 6" suspension package
- \* Upgraded 20" billet aluminum wheel with outer bead locks and tire package
- \* Custom manufactured cab step/nerf bars
- \* Rear Warn 16.5 electric winch
- \* Tow eyelets on the front and rear
- \* Dual steering stabilizers
- \* High performance suspension shock absorbers

## Body Specification

- \* Aluminum rescue style fire body
- \* Custom slid out step on the rear
- \* Pull out steps underneath the right and left front compartments
- \* Complete under side of the body including body sub frame has been primed and top coated with a rubberized bed liner spray applied for protection against chemicals and road grim
- \* Complete interior of each compartment has been primed and top coated with a rubberized bed liner spray applied for protection
- \* Complete interior of the bed area has been primed and top coated with a rubberized bed liner spray
- \* Compartment D-1 (transverse)
  - (2) backboard storage
  - (1) stokes basket storage
  - (1) aluminum pull out tray
  - (2) air bottle storage
  - (1) on board air compressor
  - LED compartment lighting
- \* Compartment D-2
  - (1) aluminum adjustable shelf
  - (1) auxiliary air supply connection
  - LED compartment lighting
- \* Compartment D-3
  - (1) aluminum pull out tray
  - (1) aluminum adjustable shelf
  - LED compartment lighting
- \* Compartment P-1
  - (1) aluminum pull out shelf
  - (2) air bottle storage
  - LED compartment lighting
- \* Compartment P-2
  - (1) aluminum adjustable shelf
  - (1) aluminum peg board mounted on the rear wall
  - LED compartment lighting
- \* Compartment P-3
  - (1) aluminum adjustable shelf
  - (1) aluminum pull out tray
  - Led compartment lighting
- \* Rear Body - complete reflective chevron applied
- \* Drop down tailgate
- \* (4) aluminum fold down steps to meet NFPA standards
- \* Grab rails on each side to meet NFPA standards

## **Whelen Light Package**

- \* LED WE Can roof light bar (loaded)
- \* (8) LED M6 warning modules surround all sides of the body
- \* LED dominator warning light bar in the grille
- \* LED ION warning in the grille
- \* (4) LED warning underneath left and right cab doors (total 8)
- \* Control control module to activate all electrical functions
- \* Siren and switch control amplifier
- \* Howler siren
- \* Conventional siren

## **All Body Warning and Scene Lights are Recessed and Flush Mounted in the Body for Protection**

- \* (4) LED M-6 warning on the rear
- \* Led warning directional bar on each side and rear of body (total 3)
- \* Wil-Burt night scan LED light tower with (4) PFP light heads stowed in the top dunnage
- \* (2) PFP LED scene lights on front of body facing forward
- \* (2) PFP LED scene lights on left body side
- \* (2) PFP scene lights on right side of body
- \* (2) PFP scene lights on the rear of body facing rearward

## **Additional Components**

- \* 300-gallon poly tank with 10- gallon foam cell
- \* (1) electric rewind booster reel
- \* (1) 1.5" pre-connect hose storage
- \* (1) hose storage for 3.0" dead lay hose
- \* (2) hard suction trays
- \* (1) Diesel engine driven pump
- \* (1) Scottie around the pump foam system

## General Fire Equipment Inc.

Attn: Monty Lowery  
5090 Ramble Road  
Virgilina, VA 24598  
(434)579-7581

**INVOICE # 07286**

**DATE: 02/22/2022**

**Invoice To:**  
**Fluvanna County**  
**132 Main Street**  
**Fluvanna Va. 22963**

**VIN Number: 1FD0W5HT0GEA04360**

**One (1) 2016 Ford F550 Crew Cab 4X4 Brush/Rescue Fire Unit**  
**Odometer Milage: 4,407**

**Total Contract Price** **\$274,341.00**

**Total Balance:** **\$274,341.00**



## General Fire Equipment

5090 Ramble Road  
Virgilina, VA 24598  
(434)579-7581

### **WARRANTY**

General Fire Equipment Inc. shall warranty any and all of its original components manufactured by General Fire Equipment Inc. pertaining to the apparatus to be free from defects in material or workmanship under “normal” use and service. The manufacture’s obligation under this warranty is limited to repairing or replacing any parts therefore are returned, and as to which examination is disclosed to the manufacture’s satisfaction to have been defective. The part or parts shall be returned to the manufacture not later than (1) year from delivery of apparatus. Such defect shall be repaired or replaced at the discretion of General Fire Equipment Inc. free of charge and without charge to the purchaser. However General Fire Equipment Inc. will not be responsible for warranty of any part or parts not manufactured by them. Example: Ford chassis, pump, tank, signaling devises, light fixtures, etc. which will be covered under the warranty of the individual manufacture of said part or parts.

#### **1 - Year Body Warranty**

The fire body and sub frame assembly shall be warranted against defects in material and workmanship for a period of (1) year from sale date.

#### **This warranty shall not apply to:**

- 1) Normal maintenance, repairs or adjustments.
- 2) To any vehicle that has been repaired or altered outside of the factory in any way so that, in the manufacture’s judgment, it would affect the integrity or stability of said part or parts. Also, it shall not apply to any vehicle in the manufactures judgement, which has been subject to misuse beyond its intended purpose or capacity, abuse, operator error, neglect, accident, or to any vehicle, which shall operate at any speed, exceeding the factory rated speed, or loaded beyond the factory rated load capacity.

3) To chassis and associated equipment furnished with the apparatus, signaling devices, generators, batteries, or any other trade accessories in which they are usually warranted separately by their individual respective manufacturers.

This warranty is in lieu of all other warranties, expressed or implied. The manufacture neither assumes nor authorizes any other person or entity to give, authorize or assume any other warranty, repairs, inspections or liability on the manufacture's behalf, unless made in writing by the manufacturer.

# 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, 2<sup>nd</sup> Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.

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

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

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

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

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

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

### **CONTRACT PROVISIONS**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**53. MODIFICATION:**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

**65. CLAIMS PROCEDURE:**

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

- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

**66. NOTICES:** All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

### **DELIVERY**

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

**68. RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered

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

- 69. INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
- 70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The

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

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

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

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

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

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



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

**TAB C**

<b>MEETING DATE:</b>	March 2, 2022				
<b>AGENDA TITLE:</b>	Tobacco Tax Revenue Towards Tobacco Use Prevention				
<b>MOTION(s):</b>	N/A				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
<b>STAFF CONTACT(S):</b>	Eric Dahl, County Administrator				
<b>PRESENTER(S):</b>	Dr. Denise Bonds, BRHD Director & Kathryn W. Goodman, Director of Communications & Public Relations BRHD				
<b>RECOMMENDATION:</b>	N/A				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	N/A				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	None.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					X





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

**TAB D**

<b>MEETING DATE:</b>	March 2, 2022				
<b>AGENDA TITLE:</b>	Adoption of the Fluvanna County Board of Supervisors February 16, 2022 Meeting Minutes.				
<b>MOTION(s):</b>	<b>I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday, February 16, 2022, be adopted.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>XX</b>	
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	None.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Draft Minutes for February 16, 2022.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>



**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**REGULAR MEETING MINUTES**  
**Carysbrook Performing Arts Center**  
**8880 James Madison Hwy, Fork Union, VA**  
**23055 February 16, 2022**  
**Work Session 5:00pm**  
**Regular Meeting 7:00pm**

**MEMBERS PRESENT:**

John M. (Mike) Sheridan, Columbia District, Chair  
 Tony O'Brien, Rivanna District, Vice Chair  
 Mozell Booker, Fork Union District (*entered meeting at 6:32pm*)  
 Patricia Eager, Palmyra District  
 Chris Fairchild, Cunningham District

**ABSENT:**

Andrew Pullen, FCSB Columbia District  
 Charles Rittenhouse, FCSB Cunningham District

**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  
 Dr. Perter Gretz, FCPS Superintendent  
 Brenda Gilliam, FCPS Executive Director  
 Dr. James Kelley, FCSB Chair, Palmyra District  
 Perrie Johnson, FCSB Vice Chair, Fork Union District  
 Gequetta Murray-Key, FCSB Rivanna District  
 Brandi Critzer, Clerk to the School Board

**WORK SESSION – CALL TO ORDER**

At 5:03pm, Chair Sheridan called to order the Budget Work Session of February 16, 2022. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

**FLUVANNA COUNTY SCHOOLS BUDGET DISCUSSION**

Fluvanna County Public Schools Superintendent Dr. Peter Gretz presented the FY23 Fluvanna County Public Schools Adopted Budget. Highlights of Dr. Gretz' presentation included:

- Budget Priorities
- Per Pupil Expenditure
- Local Composite Index
- Enrollment
- Enrollment Projections
- VRS Rates
- Baseline FY22 Local Funding
- Funding Request FY23
- FY23 Projected Revenue
- Projected Federal Funds for FY23
- Teacher Pay Scales

**RECESS FOR DINNER AND CLOSED SESSION**

**CLOSED MEETING**

<b>MOTION:</b>	At 6:38pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, & A.7 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel matters and Litigation - Actual litigation in connection with the Zion Crossroads water and sewer project.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>	Second			Motion	
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

<b>MOTION:</b>	At 7:26pm, move Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and "BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting."				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>	Second			Motion	
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

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

At 7:27pm, Chair Sheridan called to order the Regular Meeting of February 16, 2022. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

**3 - ADOPTION OF AGENDA**

- Mr. Dahl asked to defer *American Rescue Plan Act Funding* to correct a typo and re-advertise, and add *A Comprehensive Economic Development Strategy Grant with the Thomas Jefferson Planning District Commission* under New Business.

<b>MOTION:</b>	Accept the Agenda, for the February 16, 2022 Regular Meeting of the Board of Supervisors, as amended.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>	Motion			Second	
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**4 - COUNTY ADMINISTRATOR'S REPORT**

Mr. Dahl reported on the following topics:

**Park & Trail Clearing Process Update**

- We started working January 10 to clear our park, trails and disc golf course of fallen trees, as weather permitted.
- As of February 11, we have cleared the open space at Pleasant Grove Park, the 3 dog pens at the Dog Park, part of the Heritage Trail and all of the Birding, Brush Arbor, Cedar Creek, Cross Hill, North Hill, Reds, and Quail Meadows trails. Total 7.2 miles of trails.
- There have been 7 staff members working 210 hours and 5 volunteers working 43 hours. The volunteers have been moving the trees and brush as staff cuts them when they were available.
- I will be opening the trails to the right on February 14 for walkers only until ground saturation allows to open to all.
- Our next steps are clearing from the maintenance shed to the library and then to the dog park finishing with Burks Heights Loop and Burks Ridge.

**Zion Crossroads Small Area Study Virtual Public Meeting**

- February 23, 2022
- 5:30 pm - 6:30 pm
- Meeting with the public is an opportunity to review recommendations for transportation improvements in the Zion Crossroads area, answer questions, and listen to community feedback
- Register at <https://register.gotowebinar.com/register/5655157058888944141> Or Scan the QR code to register
- More information can be found at <https://tjpd.org/our-work/area-plans/zion-crossroads-small-area-plan/>

**5 - PUBLIC COMMENTS #1**

At 7:33pm, Chair Sheridan opened the first round of Public Comments. With no one wishing to speak, Chair Sheridan closed the first round of Public Comments at 7:33pm.

**6 - PUBLIC HEARING**

*SUP 21:07 Dominion Energy* – Douglas Miles, Community Development Director

*SUP 21:07 Dominion Energy* – A request for a special use permit to construct an electrical substation (major utility) on Tax Maps 17, Section A, Parcels 51 and 71. The request is located on the north line of Ruritan Lake Road (SR 619) and it is approximately 100 feet east of the intersection with Branch Road. The parcels are zoned A-1 Agricultural, General and are located within the Rural Residential Planning Area and the Cunningham Election District.

**Recommended Conditions:**

1. The Dominion Energy Concept Site Plan that is dated November 30, 2021 as prepared by Kimley-Horn shall be the subject property area for the special use permit request.
2. Prior to development of the site, a site development plan that meets the requirements of the Fluvanna County Zoning Ordinance, it shall be submitted for administrative approval.
3. The site shall be screened from view in accordance with the requirements of Section 22-24-7 of the Fluvanna County Zoning Ordinance and screening will not be required within the transmission right-of-way.
4. Any lighting shall not be directed toward the adjacent properties and it shall comply with Article 25 Outdoor Lighting Control of the Fluvanna County Zoning Ordinance.
5. Any noise shall comply with Chapter 15.1 of the Fluvanna County, Virginia Code.
6. The site shall be maintained in a neat and orderly manner so that the visual appearance from the public right-of-way and adjacent properties is acceptable to County officials.

Board of Supervisors Minutes

7. The Board of Supervisors, or its representative, reserves the right to inspect the property for compliance with these conditions at any time.
  8. Under Section 22-17-4 F (2) of the Fluvanna County Code, the Board of Supervisors has the authority to revoke a Special Use Permit if the property owner has substantially breached the conditions of the Special Use Permit.
- At this time, Ben Jackson, P.E. with Kimley-Horn and Associates, Civil Engineering Consultants for Dominion Energy, gave their presentation for the Grape Vine Substation to the Board of Supervisors.

At 7:51pm, Chair Sheridan opened the Public Hearing.

- Bruce Deal, 3840 Branch Road, spoke in opposition to the project, and asked for screening to be added to obscure the industrial elements from the agro-tourism business next door.

With no one else wishing to speak, Chair Sheridan closed the Public Hearing at 7:54pm.

- After some discussion between the Board of Supervisors and Dominion representatives, a motion was made to defer SUP 21:07 until the March 16, 2022 meeting.

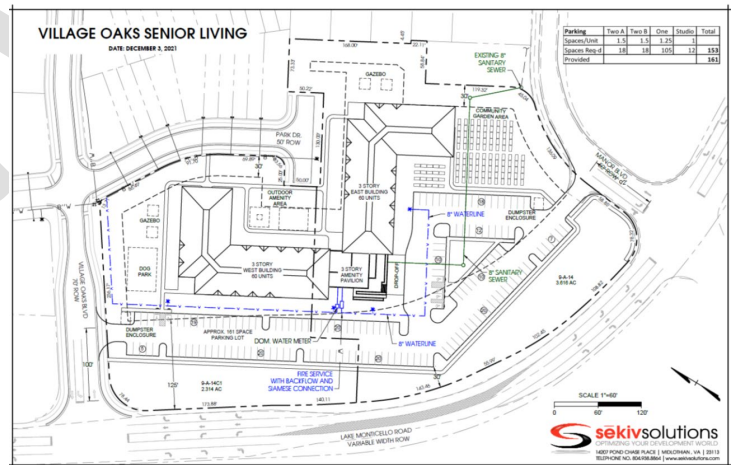
<b>MOTION:</b>	Defer SUP 21:07, a request to construct a major utility (electrical substation) on Tax Map 17, Section A, Parcel 71 and Tax Map 17, Section A, Parcel 51, subject to the eight (8) conditions as listed in the staff report, until the March 16, 2022 meeting.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>	Second		Motion		
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*SUP 21:08 Virginia United Methodist Housing Development Corporation – Douglas Miles, Community Development Director*

SUP 21:08 Virginia United Methodist Housing Development Corporation – A request for a special use permit to construct senior multi-family dwellings by increasing the maximum gross residential density above 2.9 dwelling units per acre with respect to 5.9 +/- acres known as Tax Maps 9 Section A Parcels 14 and 14C1. The request is located along the north line of Lake Monticello Road (SR 618) at Manor Boulevard. The parcels are zoned R-3, Residential Planned Community and are located in the Rivanna Community Planning Area and the Palmyra Election District.

SUP 21:08 Adjacent R-3, R-4 & B-1 Zoning

SUP 21:08 VILLAGE OAKS SENIOR LIVING APTS



Recommended Conditions:

1. Prior to development of the site, site development plans and subdivision plats that meet the requirements of the Fluvanna County zoning and subdivision ordinances must be submitted for review and approval.
2. The maximum gross residential density shall not exceed 120 age restricted, apartment units. Any increase in density shall require submittal of a special use permit application in accordance with the procedures of Sec. 22-17-4.
3. The Board of Supervisors, or its representative, reserves the right to inspect the property for compliance with these conditions at any time.
4. Any special use permit issued pursuant to Article 17 of the Fluvanna County Zoning Ordinance may, after notice and hearing as provided in Section 22-17-4(C), be revoked by the governing body upon a finding that (1) the use for which such permit was granted has been abandoned; or (2) that the holder of such permit has substantially breached the conditions of such permit.

5. The availability of adequate water for fire protection per the International Fire Code must be demonstrated and approved by the Zoning Administrator prior to site plan approval and the Special Use Permit can be voided if adequate fire flows and pressures cannot be met. (Condition 5 added at the Planning Commission’s January 11, 2022 Public Hearing and it has been reviewed by Building, Fire, Planning & Legal staff);

- At this time, Lawrence Dickenson, President of Virginia United Methodist Housing Development Corporation delivered their presentation to the Board of Supervisors. Greg Powe, of Powe Studio Architects PC, presented the proposed layout and design of the facility. Stuart Little, PE with Sekiv Solutions reviewed the technical aspects of the proposed facility such as traffic patterns and use, and water requirements.

At 9:59pm, Chair Sheridan opened the Public Hearing.

- Tim Hodge, 264 Manor Blvd, referenced the petition he and four neighbors circulated throughout the Village Oaks and Manor Blvd neighborhoods, collecting 111 signatures in opposition to SUP 21:08, and attached to the minutes. Mr. Hodge also spoke in opposition to SUP 21:08.
- Steven Wilson, 319 Manor Blvd, spoke in opposition to SUP 21:08.
- Jim Riggs, 351 Manor Blvd, spoke in opposition to SUP 21:08.
- Tim Snapp, 125 Virginia Ave, spoke in opposition to SUP 21:08.
- David Crast, 86 Virginia Ave, spoke in opposition to SUP 21:08.
- Kevin Davidson, 281 Manor Blvd, spoke in opposition to SUP 21:08.
- Larry Henson, 26 Piedmont Ln, spoke in opposition to SUP 21:08.
- Tom Diggs, 947 Jefferson Dr, spoke in opposition to SUP 21:08.
- Suzy Morris, 6840 Thomas Jefferson Pkwy, spoke in opposition to SUP 21:08.
- Larry Boice, 114 Park Dr, spoke in opposition to SUP 21:08.
- James Cooper, 96 Virginia Dr, spoke in opposition to SUP 21:08.
- Glen Clatworth, 104 Park Dr, spoke in opposition to SUP 21:08.
- Steve Smith, 6 Sunset Ct, spoke in opposition to SUP 21:08.
- Sandra Radford, 121 Mulberry Dr, spoke in opposition to SUP 21:08.
- Richard Ronglie, spoke in opposition to SUP 21:08.
- Donna DaGuanno, 148 Crape Myrtle Dr, spoke in opposition to SUP 21:08.
- Zack Engleman, 120 Virginia Ave, spoke in opposition to SUP 21:08.

**MOTION TO EXTEND**

- *At 10:52pm, a motion was made to extend the Board of Supervisors meeting.*

<b>MOTION:</b>	Approve a motion to extend the February 16, 2022 Regular Board of Supervisors meeting to 1:00am.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>			Second	Motion	
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

- Ashley Caley, 174 Manor Blvd, spoke in opposition to SUP 21:08.
- Debra Kurre, 19 Laguna Rd spoke in opposition to SUP 21:08.

With no one else wishing to speak, Chair Sheridan closed the Public Hearing at 10:59pm.

- A petition against the proposed SUP 21:08 Virginia United Methodist Housing Development with 111 Signatures was received and is attached to the minutes as Exhibit A.
- After a lengthy discussion, Chair Sheridan asked for a motion.

<b>MOTION:</b>	Deny SUP 21:08, a Special Use Permit request to construct senior multi-family dwellings by increasing the maximum gross residential above 2.9 dwelling units per acre to 5.0 dwelling units per acre with respect to 5.9 +/- acres known as Tax Maps 9 Section A Parcels 14 & 14C1 along with the five (5) conditions as found within the staff report.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>		Motion	Second		
<b>VOTE:</b>	No	Yes	Yes	No	Abstain
<b>RESULT:</b>	<b>2-2-1</b>				

<b>MOTION:</b>	Defer SUP 21:08, a Special Use Permit request to construct senior multi-family dwellings by increasing the maximum gross residential above 2.9 dwelling units per acre to 5.0 dwelling units per acre with respect to 5.9 +/- acres known as Tax Maps 9 Section A Parcels 14 & 14C1 along with the five (5) conditions as found within the staff report, until November 16, 2022.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>	Second	Motion			
<b>VOTE:</b>	Yes	Yes	No	Yes	Yes
<b>RESULT:</b>	<b>4-1</b>				

*American Rescue Plan Act Funding* – Eric Dahl, County Administrator  
- Deferred until March 16, 2022.

**7 - ACTION MATTERS**

*Carysbrook Sports Complex Softball Light Completion* – Aaron Spitzer, Director of Parks and Recreation  
Background:

- Carysbrook Softball Field Lights have not had any work on them since at least before 2005.
- Over the years, the lights have gotten much worse and need attention before someone gets seriously hurt due to poor lighting.
- At the start of the project, out of the 53 total light bulbs, 25 individual light bulbs are burned out (just under half of the light bulbs are not working)
- Mr. Spitzer reached out to several businesses and Lipscomb Electric & Contracting LLC was the only company that was able to assist with the project. Light pole height was a major issue for the other businesses.
- \$5,000 was budgeted in FY22 that was approved for the project as we didn't think it would be much more than changing light bulbs and a few ballast.
- When work started, Mr. Spitzer was made aware very early that the lights had major issues due to various problems including lightning strikes.
- Money that has been spent to date:
  - 6 ballast = \$1,350 (\$225 each)
  - 30 light bulbs = \$2190 (\$73 each)
  - Contractor = \$6,603 (labor, capacitors, control fuses, & lift truck)
  - Total = \$10,143

Funding Request for Completion;

- There are currently nine light bulbs out that need to be lit for all light bulbs to be working.
- Mr. Spitzer requested up to \$9,000 to be approved:
  - 15 ballast = \$3,375
  - Contractor labor = \$2,785
  - Total = \$6,160
  - Capacitors, control fuses, or lift truck = \$2,840

<b>MOTION:</b>	Approve a budget transfer of not to exceed \$9,000 from the FY22 BOS contingency budget to the FY22 Parks and Recreation budget to complete lighting replacements at the Carysbrook Softball Field.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>	Second		Motion		
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**7A – BOARDS AND COMMISSIONS**

<b>MOTION:</b>	Move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s)/reappointments(s):			
<b>BOARD/COMMISSION/COMMITTEE</b>	<b>APPOINTEES</b>	<b>APPT/ REAPPT</b>	<b>BEGINS TERM</b>	<b>ENDS TERM</b>
JABA Advisory Council - Citizen Representative	Bern'Nadette Knight	Appt	2/16/2022	4/30/2022
JABA Board of Directors - Citizen Representative	Mozell Booker	Reappt	3/1/2022	2/29/2024
James River Alcohol Safety Action Plan (ASAP) Policy Board	Jeff Haislip, Commonwealth's Attorney	Reappt	1/1/2022	12/31/2025

Board of Supervisors Minutes

Thomas Jefferson Area Community Criminal Justice Board	Amanda Galloway, Asst. Commonwealth's Attorney	Appt	1/1/2022	12/31/2024	
Thomas Jefferson Area Community Criminal Justice Board	Maj. David Wells, Sheriff's Office	Appt	1/1/2022	12/31/2024	
<b>MEMBER:</b>	<b>Mrs. Booker</b>	<b>Mrs. Eager</b>	<b>Mr. O'Brien</b>	<b>Mr. Sheridan</b>	<b>Mr. Weaver</b>
<b>ACTION:</b>	Motion	Second			
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**8 – PRESENTATIONS**

*VDOT Quarterly Update* – Bethel Kefyalew, Asst. Res. Administrator / Louisa Residency VDOT

Ms. Kefyalew gave a brief overview of VDOT activity during the last quarter including, SMART Scale projects, additional road projects, resurfacing projects, and traffic engineering projects.

- Mr. Sheridan mentioned a missing school-bus-stop-ahead sign in the 400 block of Venable Rd., and the knocked down Road sign at the corner of Ridge and Barnaby.
- Mr. Fairchild asked about the gate on Rte. 53 to take pressure off Monish gate. After a lengthy discussion, the Board asked VDOT to look into what would be required to improve the entrance.
- Mr. Dahl mentioned potentially restricting truck travel at the cut through at Winnsville Rd.
- Mr. Obrien mentioned a spot at Michie Tavern on Rte. 53 that shows as a route passable to oversized trucks on GPS but is not large enough when meeting oncoming traffic. Mr. O'Brien asked if anything could be done to update the truck routes on GPS there and restrict oversized truck access.
- Mr. Dahl mentioned issues with the intersection of Ruritan Lake Rd. and Rte. 53 and asked about options for improving the intersection.

**9 - CONSENT AGENDA**

The following items were discussed before approval:

J - Accounts Payable Report for January 2022 – Eric Dahl, County Administrator

The following items were approved under the Consent Agenda for February 16, 2022:

- Minutes of February 2, 2022 – Caitlin Solis, Clerk to the Board
- Minutes of February 9, 2022 – Caitlin Solis, Clerk to the Board
- Approval of Open Space Agreement for Rachel Ann Hellinger Brownlee – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- Accounts Payable Report for January 2022 – Eric Dahl, County Administrator
- Secondary Road Acceptance - Village Oaks Phase 1B & 2 – Douglas Miles, Community Development Director
- Zion Crossroads Elevated Water Storage Tank Agreement - Amendment No. 1 – Cyndi Toler, Purchasing Officer

<b>MOTION:</b>	Approve the consent agenda, for the February 16, 2022 Board of Supervisors meeting, and to ratify Accounts Payable and Payroll for January 2022, in the amount of \$ 2,962,471.25.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>	Motion		Second		
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**10 - UNFINISHED BUSINESS**

None.

**11 - NEW BUSINESS**

*A Comprehensive Economic Development Strategy (CEDS) Grant with the Thomas Jefferson Planning District Commission* – Jennifer Schmack, Economic Development Director

The TJPDC is asking for a letter of support and a small funding request from Fluvanna County and the other regional members (Charlottesville, Albemarle, Greene, Louisa, and Nelson) to participate in a Comprehensive Economic Development Strategy. The CEDS will facilitate a strategic blueprint for regional collaboration and grant opportunities such as the Build Back Better Grant (focusing on tourism and revitalization) which needs a regional CEDS Plan in order to apply. The Board agreed the CEDS was a good idea and directed staff to move forward.

**12 - PUBLIC COMMENTS #2**



Board of Supervisors Minutes

At 12:22am, Chair Sheridan opened the second round of Public Comments. With no one wishing to speak, Chair Sheridan closed the second round of Public Comments at 12:23pm.

**14 - ADJOURN**

<b>MOTION:</b>	Adjourn the regular meeting of Wednesday, February 16, 2022 at 12:23am.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>	Second			Motion	
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_

Caitlin Solis  
Clerk to the Board

\_\_\_\_\_

John M. Sheridan  
Chair





DRAFT

# EXHIBIT A:

I oppose approval and development of a three story apartment building as requested by the Special Use Permit below.

SUP 21:08 Virginia United Methodist Housing Development Corporation – A request for a special use permit to construct senior multi-family dwellings by increasing the maximum gross residential density above 2.9 dwelling units per acre with respect to 5.9 +/- acres known as Tax Maps 9 Section A Parcels 14 and 14C1. The request is located along the north line of Lake Monticello Rd at Manor Boulevard. The parcels are zoned R-3, Residential Planned Community.

This request is not in keeping with the style and architecture of the area and would put an undue strain on stressed resources such as water, sewer, and traffic. The size and scope being over 55 also pose safety and security risks for the occupants at three stories in the event of fire or power outage. Seniors need single level living not apartment blocks.

Name	Address	Signature
Ona Fuller	322 7 Manor Blvd	Ona V. Fuller
Tegan Rosales	200 Manor Blvd	
Tiffany Rosales	200 Manor Blvd	
1/23/22 - Sandra Park	34 Virginia Avenue	
<del>Shane Park</del> Va 3/20	34 VIRGINIA AVE	<del>Shane Park</del>
Eric Horna	183 Manor Blvd	Eric Horna
Christopher Rice	111 Canal View Ln.	Christopher Rice
Jessica Rice	111 Canal View Ln	Jessica Rice
JOHN J CHAMBERS	82 CANAL VIEW LN	John Chambers
Kristin Chambers	82 Canal View Ln	Kristin Chambers
Judith A. Fulp	42 VA Avenue	Judith A. Fulp
JEFF LADERONTE	14 VA AVE	

I oppose approval and development of a three story apartment building as requested by the Special Use Permit below.

SUP 21:08 Virginia United Methodist Housing Development Corporation – A request for a special use permit to construct senior multi-family dwellings by increasing the maximum gross residential density above 2.9 dwelling units per acre with respect to 5.9 +/- acres known as Tax Maps 9 Section A Parcels 14 and 14C1. The request is located along the north line of Lake Monticello Rd at Manor Boulevard. The parcels are zoned R-3, Residential Planned Community.

This request is not in keeping with the style and architecture of the area and would put an undue strain on stressed resources such as water, sewer, and traffic. The size and scope being over 55 also pose safety and security risks for the occupants at three stories in the event of fire or power outage. Seniors need single level living not apartment blocks.

Name	Address	Signature
Tim Hodge	264 Manor Blvd	[Signature]
[Signature]	264 MANOR BLVD	S. J. WALKER
Janae Moore	288 Manor Blvd	[Signature]
[Signature]	280 Manor Blvd	[Signature]
[Signature]	302 Manor Blvd	[Signature]
[Signature]	302 Manor Blvd	[Signature]
Matt Casey	174 Manor Blvd	[Signature]
[Signature]	174 Manor Blvd	[Signature]
[Signature]	165 Manor Blvd	[Signature]
[Signature]	814 Ave	[Signature]
[Signature]	8 Virginia Ave	[Signature]
Ashley Casey	174 Manor Blvd	[Signature]
[Signature]	75 Canal View Lane	[Signature]
[Signature]	" " " "	[Signature]
ERIC DAVIS	131 Canal View Ln	[Signature]
[Signature]	350 Manor Blvd	[Signature]
[Signature]	350 Manor Blvd	[Signature]
Grant Russell	113 Virginia Ave	[Signature]
Norma Russell	113 " "	[Signature]
Aaron Russell	113 " "	[Signature]

I oppose approval and development of a three story apartment building as requested by the Special Use Permit below.

SUP 21:08 Virginia United Methodist Housing Development Corporation – A request for a special use permit to construct senior multi-family dwellings by increasing the maximum gross residential density above 2.9 dwelling units per acre with respect to 5.9 +/- acres known as Tax Maps 9 Section A Parcels 14 and 14C1. The request is located along the north line of Lake Monticello Rd at Manor Boulevard. The parcels are zoned R-3, Residential Planned Community.

This request is not in keeping with the style and architecture of the area and would put an undue strain on stressed resources such as water, sewer, and traffic. The size and scope being over 55 also pose safety and security risks for the occupants at three stories in the event of fire or power outage. Seniors need single level living not apartment blocks.

Name	Address	Signature
James F. Riggs	351 MANOR BLVD, PALMYRA	James F. Riggs
Janie L Riggs	351 Manor Blvd, Palmyra	Janie L Riggs
C. M. F. J.	73 VIRGINIA AVE	C. M. F. J.
Sharon Stofle	81 Virginia Ave	Sharon Stofle
Thomas Merrick	85A Virginia Ave	Thomas Merrick
David Key	85B Virginia Ave	David Key
Manuela De Carvalho	85C Virginia Ave	Manuela De Carvalho
Charity Edgell	87B Virginia Ave	Charity Edgell
Victor Ponomarev	45 Virginia Ave	Victor Ponomarev
Frank Reynard	97 VA Virginia Ave	Frank Reynard
Byron Williams	99 VA AVE	Byron Williams
Carol B. Kappeler	94 Park Drive	Carol B. Kappeler
Carol B. Kappeler	94 Park Drive	Carol B. Kappeler
Fernando SAIKZEV	70 PARK DR	Fernando SAIKZEV
Ellen Williams	90 Park Dr	Ellen Williams
SUSAN RINDGE	69 MANOR BLVD	Susan Rindge
Luis CRUZ	112 Park Drive	Luis CRUZ
Maria Boice	114 Park Drive	Maria Boice
Lucretia Boice	114 PARK DRIVE	Lucretia Boice
Longze Chen	116 Park Dr	Longze Chen

I oppose approval and development of a three story apartment building as requested by the Special Use Permit below.

SUP 21:08 Virginia United Methodist Housing Development Corporation – A request for a special use permit to construct senior multi-family dwellings by increasing the maximum gross residential density above 2.9 dwelling units per acre with respect to 5.9 +/- acres known as Tax Maps 9 Section A Parcels 14 and 14C1. The request is located along the north line of Lake Monticello Rd at Manor Boulevard. The parcels are zoned R-3, Residential Planned Community.

This request is not in keeping with the style and architecture of the area and would put an undue strain on stressed resources such as water, sewer, and traffic. The size and scope being over 55 also pose safety and security risks for the occupants at three stories in the event of fire or power outage. Seniors need single level living not apartment blocks.

Name	Address	Signature
Steven Wilson	319 Manor Blvd. Palmyra	Steven Wilson
Diana Wilson	319 Manor Blvd Palmyra	Diana Wilson
Eric Pugh	74 Virginia Ave	Eric Pugh
Mary Ann Pugh	74 Virginia Ave	MARY ANN PUGH
Rachel Moynihan	84 VA Ave	Rachel Moynihan
Brian Moynihan	84 VA Ave	Brian Moynihan
Stephanie Superstein	89 VA Ave	Stephanie Superstein
Susan Westwood	92 VA Ave	Susan Westwood
Brenda Berdick	94 VA Ave	Brenda Berdick
James Cooper	96 VA Ave	James Cooper
Jeanette Ramirez	86 Park Drive, Palmyra	Jeanette Ramirez
Chris Stapler	99 Park Drive	Chris Stapler
Abdulkareem Kareem	121 Park Drive Palmyra	Abdulkareem Kareem
Messad Kareem	121 Park Drive Palmyra	Messad Kareem
Tracy Proctor	115 Park Drive	Tracy Proctor
Alison Walker	119 Park Drive	Alison Walker
Robert DiDiano	119 Park Drive	Robert DiDiano
DAVID CARLINS	121 PARK DRIVE	David Carlins
Kathleen Carey	123 Park Dr	Kathleen Carey
Shawn Carey	123 Park Dr	Shawn Carey
RALPH GEORGE	125 PARK DR	Ralph George
Ornie B. George	125 Park Dr	Ornie B. George

I oppose approval and development of a three story apartment building as requested by the Special Use Permit below.

SUP 21:08 Virginia United Methodist Housing Development Corporation – A request for a special use permit to construct senior multi-family dwellings by increasing the maximum gross residential density above 2.9 dwelling units per acre with respect to 5.9 +/- acres known as Tax Maps 9 Section A Parcels 14 and 14C1. The request is located along the north line of Lake Monticello Rd at Manor Boulevard. The parcels are zoned R-3, Residential Planned Community.




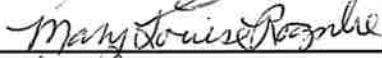
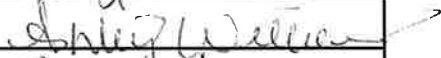
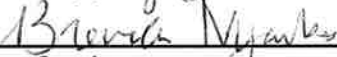
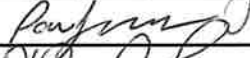
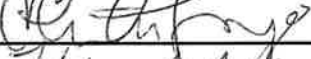


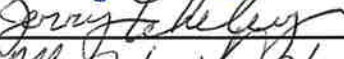
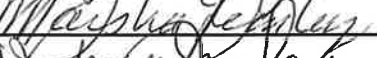


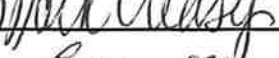
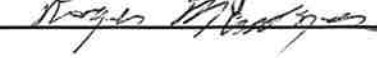
This request is not in keeping with the style and architecture of the area and would put an undue strain on stressed resources such as water, sewer, and traffic. The size and scope being over 55 also pose safety and security risks for the occupants at three stories in the event of fire or power outage. Seniors need single level living not apartment blocks.

Name	Address	Signature
JAN CRIST	86 Virginia Ave Palmyra	[Signature]
Jodine Crast	86 Virginia Ave Palmyra	Jodine Crast
Zack Engelmann	120 Virginia Ave Palmyra	[Signature]
Dave Hettinger	122 Virginia Ave, Palmyra	[Signature]
Gloria Hettinger	122 Virginia Ave Palmyra	Gloria Hettinger
Paragang: Pour Taheri Mahasti Pour Taheri	124 Virginia Ave, Palmyra	[Signature]
Scott Selby	146 VIRGINIA AVE	Scott Selby
Pamela E Keatts	148 Virginia Avenue	Pamela E Keatts
Charles B. Keatts	148 Virginia Avenue	[Signature]
AUCA NICHOLSON	156 VIRGINIA AVE	[Signature]
Kathy & Yumchung Lai	166 Virginia	[Signature]
Oscar Tylor	167 Virginia Ave.	[Signature]
Kathleen Tylor	167 Virginia Ave.	Kathleen Tylor
Jane Tylor	35 Pine Knot Dr	Jane Tylor
Jeanne Schuy	33 Pine Knot	Jeanne Schuy
Richard Ley	33 Pine Knot	Richard Ley
Phil Bowers	31 Pine Knot Dr	[Signature]
Mary Bowers	31 Pine Knot Dr	Mary Bowers
Kathleen Keatts	29 Pine Knot Dr	Kathleen Keatts
Wiley Turner	27 Pine Knot Dr	Wiley Turner
Ernest Hughes	25 Pine Knot Dr	Ernest James Hughes

I oppose approval and development of a three story apartment building as requested by the Special Use Permit below.

SUP 21:08 Virginia United Methodist Housing Development Corporation – A request for a special use permit to construct senior multi-family dwellings by increasing the maximum gross residential density above 2.9 dwelling units per acre with respect to 5.9 +/- acres known as Tax Maps 9 Section A Parcels 14 and 14C1. The request is located along the north line of Lake Monticello Rd at Manor Boulevard. The parcels are zoned R-3, Residential Planned Community.

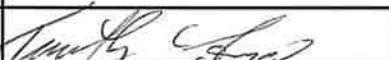

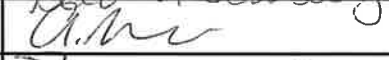
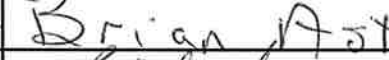
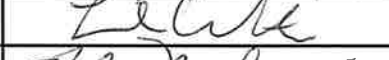


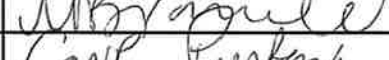

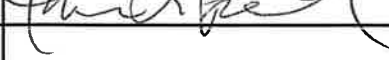
This request is not in keeping with the style and architecture of the area and would put an undue strain on stressed resources such as water, sewer, and traffic. The size and scope being over 55 also pose safety and security risks for the occupants at three stories in the event of fire or power outage. Seniors need single level living not apartment blocks.

Name	Address	Signature
GEORGE FULLER	322 MANOR BLVD	
Reggie Lewis	147 Manor BLVD	
Theresa Roganlie	70 Virginia Ave	
Mary Louise Roganlie	70 Virginia Ave	
Ashley Williams	137 Virginia Ave	
Brenda Nyarko	133 Virginia Ave	
PAUL LORENZO	38 PINE KNOT DR.	
CHRISTINA LORENZO	38 PINE KNOT DR	
Mark Shoughnessy	151 Park Dr	
Kay Floyd	147 Park Drive	
Jerry Kehely	145 Park Dr.	
Marsha Lemley	120 Park Dr	
RODNEY LEMLEY	120 PARK DRIVE	
Tasha Cressly	110 PARK DR.	
MARK CRESSLY	110 PARK DR.	
ROGER MAIDYER	110 PARK DR.	

I oppose approval and development of a three story apartment building as requested by the Special Use Permit below.

SUP 21:08 Virginia United Methodist Housing Development Corporation – A request for a special use permit to construct senior multi-family dwellings by increasing the maximum gross residential density above 2.9 dwelling units per acre with respect to 5.9 +/- acres known as Tax Maps 9 Section A Parcels 14 and 14C1. The request is located along the north line of Lake Monticello Rd at Manor Boulevard. The parcels are zoned R-3, Residential Planned Community.

This request is not in keeping with the style and architecture of the area and would put an undue strain on stressed resources such as water, sewer, and traffic. The size and scope being over 55 also pose safety and security risks for the occupants at three stories in the event of fire or power outage. Seniors need single level living not apartment blocks.

Name	Address	Signature
Tim Swann	125 Virginia Ave	
Heidi Schwanz	149 Virginia Ave	
Allison Brochu	34 Pine Knot Dr	
Brian Astle	152 Park Dr	
Lionel Whelan	146 Park Dr	
Pat Molinari	142 Park Dr.	
Chita Dellmore	138 Park Dr	
Morgan Norwald	124 Park Drive	
Carol Preshon	122 Park Drive	
Thomas Preshon	122 Park Drive	



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

**TAB E**

<b>MEETING DATE:</b>	March 2, 2022				
<b>AGENDA TITLE:</b>	Adoption of the Fluvanna County Board of Supervisors February 23, 2022 Meeting Minutes.				
<b>MOTION(s):</b>	<b>I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday, February 23, 2022, be adopted.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>XX</b>	
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	None.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Draft Minutes for February 23, 2022.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>



**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**REGULAR MEETING MINUTES**  
**Carysbrook Performing Arts Center**  
**8880 James Madison Hwy, Fork Union, VA 23055**  
**February 23, 2022**  
**Budget Work Session 7:00pm**

**MEMBERS PRESENT:** John M. (Mike) Sheridan, Columbia District, Chair (*Absent*)  
 Tony O'Brien, Rivanna District, Vice Chair  
 Mozell Booker, Fork Union District  
 Patricia Eager, Palmyra District  
 Chris Fairchild, Cunningham District

**ABSENT:** None.

**ALSO PRESENT:** Eric M. Dahl, County Administrator  
 Kelly Belanger Harris, Assistant County Administrator  
 Caitlin Solis, Clerk for the Board of Supervisors

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

At 7:03pm, Chair Sheridan called to order the Work Session of February 23, 2022. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

**BUDGET REVIEW – AGENCY PRESENTATIONS**

*Health Department* – Dick Leary, Director of Administration, Blue Ridge Health District

- Mr. Leary requested a 3% increase for FY23 (same as last year and next year) to work up to the local match requirement of 45%.

*Fluvanna SPCA* – Katelyn Mancini, President

- Slight increase in personnel costs from last year's budget.

*Cooperative Extension* – Kim Mayo, Senior Extension Agent

- Nominal increase in contract services as set forth by Virginia Tech
- Line items have remained the same from last year

*Library* – Cyndi Hoffman, Director

- Funding and State Library Aid
  - The State Library requires us to have local operating expenditures of at least 50% of the median statewide local operating expenditures per capita
  - 2020 – Fluvanna is \$15.53 per capita – we are 77<sup>nd</sup> out of 93 libraries – State minimum Requirement is \$11.66 per capita
- Revenues
  - Library brought in \$0 in fines, taxes, copies last year – we suspended all charges during COVID (We reinstated all charges September 1, 2021) Yearly average is \$10,000
  - State Aid – estimated \$114,425 (In 2008 it was \$49,000 – FY23 is estimated at \$114,425)
- Total budget in Co. Admin's Budget:
  - \$455,942 (includes estimated \$114,425 in State Aid)
  - Local Funding requested = \$341,517

*Registrar* – Joyce Pace, Registrar

- FY23 Registrar's Budget is \$21,213 less than FY22 due to only having a November election and potentially one June primary.
- Early Voting was well received with 66% voting early or absentee out of 80% total voter turnout.

*Social Services* – Kim Mabe, Director

- Requested the Board maintain current level of funding to avoid losing state/federal funds
- Governor's Budget includes 5% pay increase for state-supported local employees in FY23 and FY24
  - 5% FY23 increase = \$86,809
  - \$50,783 state/federal funds
  - \$36,026 local funds
- Approval of CIP Request to fund one vehicle replacement
- FY23 budget request is \$7,500 less than FY22.

*Fire and Rescue Association* – Chris Aley, Chief, Fork Union Fire Department & Vice Chair of FRA, and Debbie Smith, Emergency Management Coordinator

- Mentioned the proposed budget (with a 6% increase from last year) funds about 87% of operating costs

Board of Supervisors Minutes

- Requested the Board fully fund the \$35,000 training funding request
- Additional funding of \$20,000 for a UTV (Utility Terrain Vehicle) was requested by the Kents Store Fire Department

**14 - ADJOURN**

<b>MOTION:</b>	Adjourn the Work Session of Wednesday, February 23, 2022 at 8:51pm.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>	Motion		Second		
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Absent
<b>RESULT:</b>	<b>4-0</b>				

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 F**

<b>MEETING DATE:</b>	March 2, 2022				
<b>AGENDA TITLE:</b>	Proclaiming March as American Red Cross Month				
<b>MOTION(s):</b>	<b>I move the Fluvanna County Board of Supervisors approve the “Proclamation of March as American red Cross Month.”</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>X</b>	
<b>STAFF CONTACT(S):</b>	Eric M. Dahl, County Administrator				
<b>PRESENTER(S):</b>	Eric M. Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Normal				
<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>• This tradition began nearly 80 years ago when President Franklin Roosevelt issued the first national Red Cross Month proclamation — and each president has followed ever since.</li> <li>• Today, the Red Cross is powered by 90% volunteers, along with generous financial and blood donors, community partners, and people trained in vital health and safety skills.</li> <li>• Their actions provide hope every day, whether it’s rushing to aid people after a disaster, supporting military families through the challenges of service, or rolling up a sleeve to give the gift of life.</li> <li>• Ordinary individuals also make an extraordinary difference to help save lives when they use CPR, first aid and other skills.</li> </ul>				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Proclamation of March as American red Cross Month</li> <li>• Community Impact Report</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>





**BOARD OF SUPERVISORS**  
 County of Fluvanna  
 Palmyra, Virginia

**PROCLAMATION 01 - 2022**

**RECOGNIZING MARCH 2022 AS AMERICAN RED CROSS MONTH**

**WHEREAS**, in times of crisis, people from across Central Virginia come together to take care of each other. This humanitarian spirit is part of our community and exemplified by American Red Cross volunteers and donors; and

**WHEREAS**, in 1881, Clara Barton founded the American Red Cross, turning her dedication to helping others into a bold mission to prevent and alleviate people's suffering. More than 140 years later, we honor the kindness and generosity of the Red Cross volunteers here in Central Virginia, who continue to carry on Clara's legacy of saving lives. They join millions of people across the United States who volunteer, donate blood, make monetary donations, or learn vital life-preserving skills through the Red Cross; and

**WHEREAS**, in Central Virginia the contributions of local Red Cross volunteers give hope to the most vulnerable in their darkest hours, whether providing emergency shelter, food and comfort to families devastated by local disasters such as home fires, winter storms, flooding; donating essential blood for victims of accidents and burns, cardiac surgery and organ transplant patients, and those being treated for leukemia, cancer, or sickle cell anemia; supporting military service members and veterans, along with their families and caregivers, through the challenges of military life; helping to save the lives of others with first aid, CPR, and other skills; or delivering international humanitarian aid; and

**WHEREAS**, their work to prevent and alleviate human suffering is vital to bolstering the resilience of our community. We dedicate this Month of March to all those who continue to drive the noble legacy of the founder of the American Red Cross, Clara Barton, who lived in her words: "You should never think about anything but need, and how to meet it." We ask others to join this commitment to giving back in our community; and

**NOW, THEREFORE**, the Fluvanna County Board of Supervisors does hereby **PROCLAIM** March 2022 as Red Cross Month in the County of Fluvanna and I encourage all citizens of Fluvanna County to get in touch and support their humanitarian mission

Passed and adopted this 2nd day of March, 2022.

---

John M. Sheridan  
 Chair, Board of Supervisors







**American Red Cross**  
Central Virginia

## Community Impact Report

### Central Virginia Chapter

January 1, 2021 - December 31, 2021



The American Red Cross is facing our worst blood shortage in more than a decade with as much as one-quarter of hospital blood needs going unmet.

The American Red Cross has been serving Virginians since 1917 and continues to be here on the worst day of people's lives: when a family needs housing, food, medications, and counseling after a home fire takes everything they own; when a mother needs blood after a difficult delivery; and when a military family needs to send a message overseas. The Red Cross provides support to individuals and families to alleviate their suffering by offering what they need most – shelter, food, water, clothing, emergency communications, financial and emotional support, or a lifesaving pint of blood.

We are so thankful for supporters like you who continue to invest in our lifesaving mission!



Collected more than **18,000 units of blood and blood products** from volunteer donors **saving up to 54,000 lives**



Provided **\$73,979 in immediate financial assistance to 115 families** following disasters - most often a home fire



Provided **864 services** to members of the military, veterans and their families



Trained **7,984 people** in first aid, CPR/AED and other life-saving courses

For more information visit [redcross.org](https://www.redcross.org).

If you are eligible, please make an appointment now to donate blood by calling  
1-800-RED CROSS (1-800-733-2767)

Thank you!





# Capital Reserve Maintenance Fund Request

TAB G

**MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of \$29,155.00 for the purpose(s) of: replacing unsafe equipment for the indoor and outdoor Track and Field program at FCHS.**

**Section 1 - REQUEST**

Requesting Department/Agency <b>FCPS</b>	Dept/Agency Contact <b>Don Stribling</b>	Date of Request <b>02/14/2022</b>
Phone <b>(434) 589-5948</b>	Fax <b>(434) 589-5393</b>	Fiscal Year <b>FY22</b>

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

Description of Project/Repair	Qty	Unit Price	Total Price
<b>High Jumping and Landing Pad</b>	1	\$7,850.00	\$7,850.00
<b>High Jump Platform</b>	1	\$3,350.00	\$3,350.00
<b>Install and Delivery</b>	1	\$4,500.00	\$4,500.00
<b>Pole Vault Pit and Weather Cover</b>	1	\$13,455.00	\$13,455.00
<b>Total Request:</b>			<b>\$29,155.00</b>

Description and justification for proposed use.

**The current equipment is 11 years old and with participation in both Winter and Spring sports have weathered and become unsafe for use.**

Department/Agency Head Name <b>Don Stribling</b>	Signature <b>Don Stribling</b> <small>Digitally signed by Don Stribling DN: cn=Don Stribling, o=FCPS, ou=FCPS, email=dstribling@apps.fluco.org, c=US Date: 2018.08.21 13:12:45 -04'00'</small>	Date <b>02/11/2022</b>
---	--	---------------------------

**Section 2 - REVIEW**

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director <b>Eric Dahl</b> <small>Digitally signed by Eric Dahl Date: 2022.02.23 11:50:00 -05'00'</small>	Date <b>02/14/2022</b>
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator <b>Eric Dahl</b> <small>Digitally signed by Eric Dahl Date: 2022.02.23 11:50:07 -05'00'</small>	Date

**Section 3 - BOARD OF SUPERVISORS**

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
---	---------------	----------





# Capital Reserve Maintenance Fund Request

TAB H

**MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of \$7,455.64 for the purpose(s) of:**  
**Various Damages From The January 2022 Snow Storm**

**Section 1 - REQUEST**

Requesting Department/Agency <b>Public Works PW22-005</b>	Dept/Agency Contact <b>Dale Critzer</b>	Date of Request <b>02/15/2022</b>
Phone <b>(434) 591-1925</b>	Fax <b>(434) 591-1924</b>	Fiscal Year <b>FY22</b>

Reserve Fund Purpose Category: **Repair required due to weather-related events**

Description of Project/Repair	Qty	Unit Price	Total Price
<b>Elevator Repairs from Power Surge During Snow Storm</b>	1	\$3,363.75	\$3,363.75
<b>Public Works Office Awning</b>	1	\$1,079.05	\$1,079.05
<b>Fork Union Community Center Street light Damage</b>	1	\$2,149.67	\$2,149.67
<b>Fork Union Street Light Damage</b>	1	\$863.17	\$863.17

Total Request: **\$7,455.64**

Description and justification for proposed use.

**During the January 2022 snow storm , county property incurred some damage because of falling trees , power surges and heavy ice /snow which will require expensive repairs .**

Department/Agency Head Name <b>Assistant Director of Public Works</b>	Signature <b>Dale Critzer</b> <small>Digitally signed by Dale Critzer Date: 2022.02.15 13:52:00 -05'00'</small>	Date <b>02/15/2022</b>
--	---	---------------------------

**Section 2 - REVIEW**

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director <b>Eric Dahl</b> <small>Digitally signed by Eric Dahl Date: 2022.02.23 12:39:30 -05'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator <b>Eric Dahl</b> <small>Digitally signed by Eric Dahl Date: 2022.02.23 12:39:36 -05'00'</small>	Date

**Section 3 - BOARD OF SUPERVISORS**

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
---	---------------	----------





# Capital Reserve Maintenance Fund Request

TAB I

**MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of \$6,455.00 for the purpose(s) of:**

**Purchase and install generator transfer switch and generator for the Public Works Maintenance Shop Building for extended power outages .**

### Section 1 - REQUEST

Requesting Department/Agency <b>Public Works PW22-006</b>	Dept/Agency Contact <b>Dale Critzer</b>	Date of Request <b>02/15/2022</b>
Phone <b>(434) 591-1925</b>	Fax <b>(434) 591-1924</b>	Fiscal Year <b>FY22</b>

Reserve Fund Purpose Category: **Non-recurring project**

Description of Project/Repair	Qty	Unit Price	Total Price
<b>50 amp transfer switch and labor/Materials to install at service panel</b>	1	\$3,955.00	\$3,955.00
<b>New 12,000 watt generator</b>	1	\$2,000.00	\$2,000.00
<b>Contingency for unforeseen cost</b>	1	\$500.00	\$500.00
			\$0.00

Total Request: **\$6,455.00**

Description and justification for proposed use.

**During the snow storm of January 2022 , power remained off for several days and the Public Works snow removal crew working through the night during the snow storm had little access to electricity and heat to make repairs on equipment such as trucks , snow blowers ,chainsaws etc. as needed for the snow removal task . The 50 amp generator switch would be installed by a contractor at the Public Works shop and the generator would be connected manually by Public Works Staff to provide safe power for heating ,lighting , air compressor and various receptacles on a required basis during an outage .**

Department/Agency Head Name <b>Assistant Director of Public Works</b>	Signature <b>Dale Critzer</b> <small>Digitally signed by Dale Critzer Date: 2022.02.15 16:39:00 -05'00'</small>	Date <b>02/15/2022</b>
--	---	---------------------------

### Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director <b>Eric Dahl</b> <small>Digitally signed by Eric Dahl Date: 2022.02.23 11:41:43 -05'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator <b>Eric Dahl</b> <small>Digitally signed by Eric Dahl Date: 2022.02.23 11:41:51 -05'00'</small>	Date

### Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
---	---------------	----------





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

**TAB J**

<b>MEETING DATE:</b>	March 2, 2022				
<b>AGENDA TITLE:</b>	Building Services Worker I Job Description Update				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the updated Job Description as presented for Job Class 3150, Building Services Worker I.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
<b>STAFF CONTACT(S):</b>	Donna Snow, Human Resources Manager				
<b>PRESENTER(S):</b>	Donna Snow, Human Resources Manager				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Current				
<b>DISCUSSION:</b>	<ol style="list-style-type: none"> <li>1) The Building Services Worker I job description is a revision to the previously BOS approved job description in 2004.</li> <li>2) The update intends to incorporate the responsibilities inherent to the position, removing the landscaping duties that were put under another position in 2017. The Building Services Worker I job description was not revised at that time.</li> <li>3) The Building Services Worker I position is currently vacant for a Full-Time position that needs to be filled.</li> </ol>				
<b>FISCAL IMPACT:</b>	None. The position classification and pay band will remain the same.				
<b>POLICY IMPACT:</b>	None				
<b>LEGISLATIVE HISTORY:</b>	None				
<b>ENCLOSURES:</b>	Job Description Building Services Worker I (Redlined) Job Description Building Services Worker I (Final)				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
				X	





Fluvanna County, Virginia  
Department of Public Works  
Job Description

**BUILDING SERVICES WORKER I**

<b>Job Class #:</b>	3150
<b>Pay Grade:</b>	7
<b>Category:</b>	Full-Time (with benefits)
<b>FLSA Status:</b>	Non-Exempt
<b>Reports To:</b>	Building Services Supervisor

**SUMMARY**

This position is responsible for performing custodial duties to include County-owned buildings and grounds, using prescribed chemicals and machinery. Duties will also include some minor maintenance and repair functions. Work is performed under limited supervision.

**This position is classified as Essential Personnel and may be called upon to work during weather closures and emergencies.**

**ESSENTIAL FUNCTIONS**

- Cleaning county-owned buildings and grounds; sweep, dust, vacuum, and mop; Using various pieces of power equipment which could include scrubbers, burnishers, rotary machines, drills, carpet extractors, and specialist equipment; Proper care and storage of all cleaning equipment and materials required; Empties trash receptacles; Lock and unlock doors.
- Clean and sanitize restrooms, stock supplies in the restrooms, empty trash receptacles; lock and unlock doors.
- Wash windows, screens, sills, woodwork, doors, desks; clean surfaces, walls, and ceilings. and heating vents.
- Performs a variety of tasks in the maintenance of County public areas, collecting and disposing of litter, garbage, and waste from County property; shoveling snow, snow removal, maintaining sidewalks, ice control, and assisting in keeping outside walkways and access in orderly condition.
- Ensure compliance and safety procedures are followed, utilize personal protective equipment, follow Blood-Borne pathogen procedures, and proper workplace ergonomics. Respond to accidents or potential safety hazards which may require contact with chemical spills, blood, and or other bodily fluids.
- Responds to after-hours emergencies as scheduled by the Supervisor.
- Work under limited supervision by following a frequency of task assignment, using prescribed chemicals and machinery.
- Performs related tasks as required.

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

- Knowledge of cleaning and waxing compounds, snow blowers, floor buffers, custodial equipment, and building maintenance.
- Operating various small hand tools.
- Knowledge of department and County policies and procedures.
- Knowledge of equipment operation and maintenance principles.
- Planning, organization, and decision-making.

- Oral and written communication.

**ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING**

- Previous custodial experience to understand the basic principles relevant to the duties of this position. Any combination of education and experience equivalent to graduation from high school.

**WORKING CONDITIONS AND PHYSICAL REQUIREMENTS**

This is heavy work requiring exertion above 100 pounds of force occasionally, above 50 pounds of force frequently, and above 20 pounds of force constantly to move objects; work requires climbing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, grasping, and repetitive motions; Operations of machines, motor vehicles or equipment and determining the accuracy and thoroughness of work; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for determining the accuracy and thoroughness of work; This worker is subject to adverse environmental conditions and is subject to inside and outside environmental conditions, extreme cold, extreme heat, noise, vibration, hazards, atmospheric conditions, and chemicals.. The worker may be exposed to blood-borne pathogens and may be required to wear specialized personal protective equipment. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

**SPECIAL REQUIREMENTS**

- Possession of an appropriate driver's license valid in the Commonwealth of Virginia.

**POST OFFER REQUIREMENTS**

- Criminal background and driving record check.

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
2/22/2022	2/22/2022	2/22/2022	



Fluvanna County, Virginia  
Department of Public Works  
Job Description

**BUILDING SERVICES WORKER I**

<b>Job Class #:</b>	3150
<b>Pay Grade:</b>	7
<b>Category:</b>	Full-Time (with benefits)
<b>FLSA Status:</b>	Non-Exempt
<b>Reports To:</b>	<a href="#">Assistant Public Works Director</a> <a href="#">Utilities Building Services Supervisor</a>

**SUMMARY**

~~Performs responsible semiskilled work in the cleaning buildings and facilities and providing grounds keeping and landscaping services; does related work as required. Work is performed under regular supervision. This position is responsible for performing custodial duties to include County-owned buildings and grounds, using prescribed chemicals and machinery. Duties will also include some minor maintenance and repair functions. Work is performed under limited supervision. This position is classified as Essential Personnel and may be called upon to work during weather closures and emergencies.~~

**ESSENTIAL FUNCTIONS**

~~**Cleaning buildings; performing minor building maintenance tasks; mowing, seeding, planting, pruning, trimming, spraying, and fertilizing grass, trees, shrubs, bushes, hedges and flowers; performing a variety of landscaping and grounds maintenance activities; operating, maintaining and repairing equipment.**~~  
 (These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- ~~• Washes and cleans windows, doors, floors, storm door, light globes, window sills, and heating vents; washes and cleans walls; cleans and stocks restrooms. Cleaning county-owned buildings and grounds; sweep, dust, vacuum, and mop; Using various pieces of power equipment which could include scrubbers, burnishers, rotary machines, drills, carpet extractors, and specialist equipment; Proper care and storage of all cleaning equipment and materials required; Empties trash receptacles; Lock and unlock doors.~~
- ~~• Vacuums, scrubs, strips, waxes and buffs floors. Clean and sanitize restrooms, stock supplies in the restrooms, empty trash receptacles; lock and unlock doors.~~
- ~~• Performs minor building maintenance tasks such as painting and minor carpentry, plumbing, masonry, and electrical work. Wash windows, screens, sills, woodwork, doors, desks; clean surfaces, walls, and ceilings. and heating vents.~~
- ~~• Repairs lawn mowers, hand tools, and equipment.~~
- ~~• Performs a variety of tasks in the maintenance of rights-of-way, parks, playgrounds and other public areas. Performs a variety of tasks in the maintenance of County public areas, collecting and disposing of litter, garbage, and waste from County property; shoveling snow, snow removal, maintaining sidewalks, ice control, and assisting in keeping outside walkways and access in orderly condition.~~
- ~~• Sows and mows grass; plants, prunes and trims trees, shrubs, and bushes. Ensure compliance and safety procedures are followed, utilize personal protective equipment, follow Blood-Borne pathogen procedures, and proper workplace ergonomics. Respond to accidents or potential safety hazards which~~

may require contact with chemical spills, blood, and or other bodily fluids.

- ~~Rakes and collects leaves; sprays pesticides.~~
- ~~Plants flowers; applies fertilizer.~~
- ~~Edges sidewalks, borders, and plant beds; trims weeds, grass and hedges.~~
- ~~Operates mowers, tractors, dump truck, and hand tools in performance of tasks.~~
- ~~Assists with snow removal and ice control.~~
- Responds to after-hours emergencies as scheduled by the Supervisor.
- Work under limited supervision by following a frequency of task assignment, using prescribed chemicals and machinery.
- Performs related tasks as required.

#### **REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES**

- Some knowledge-Knowledge of cleaning and waxing compounds, snow blowers, floor buffers, custodial equipment, and building maintenance. ~~methods, materials and equipment; some knowledge of the use of common hand and specialized power tools; general knowledge of the safe use and operation and preventive maintenance of equipment used in landscaping grounds maintenance; skill in the use of equipment to which assigned; ability to perform labor for extended periods, often under unfavorable weather conditions; ability to understand and follow simple oral and written directions;~~
- Operating various small hand tools.
- Knowledge of department and County policies and procedures.
- Knowledge of equipment operation and maintenance principles.
- Planning, organization, and decision-making.
- Oral and written communication.
- ~~ability to establish and maintain effective working relationships with associates.~~

#### **ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING**

Previous custodial experience to understand the basic principles relevant to the duties of this position. Any combination of education and experience equivalent to graduation from high school.  
~~and some custodial experience.~~

#### **WORKING CONDITIONS AND PHYSICAL REQUIREMENTS**

This is ~~very~~ heavy work requiring exertion ~~in excess of above~~ 100 pounds of force occasionally, ~~in excess of above~~ 50 pounds of force frequently, and ~~in excess of above~~ 20 pounds of force constantly to move objects; work requires climbing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, grasping, and repetitive motions; Operations of machines, motor vehicles or equipment and determining the accuracy and thoroughness of work; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required ~~for depth perception, color perception, visual inspection involving small defects and/or small parts, use of measuring devices, assembly or fabrication of parts at or within arm's length, operation of machines, operation of motor vehicles or equipment, and for~~ determining the accuracy and thoroughness of work; ~~the worker is subject to~~This worker is subject to adverse environmental conditions and is subject to inside and outside environmental conditions, extreme cold, extreme heat, noise, vibration, hazards, atmospheric conditions, and ~~oil~~ chemicals. –The worker may be exposed to ~~blood-blood~~ borne pathogens and may be required to wear specialized personal protective equipment. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

#### **SPECIAL REQUIREMENTS**

<ul style="list-style-type: none"> <li>• Possession of an appropriate driver's license valid in the Commonwealth of Virginia.</li> </ul>			
<b>POST OFFER REQUIREMENTS</b>			
<ul style="list-style-type: none"> <li>• Criminal background and driving record check.</li> </ul>			
<b>Department Head Recommended:</b>	<b>HR Manager Approval as to Form:</b>	<b>County Administrator Recommended:</b>	<b>Board of Supervisors Approved:</b>
			<del>June 2, 2004</del>





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

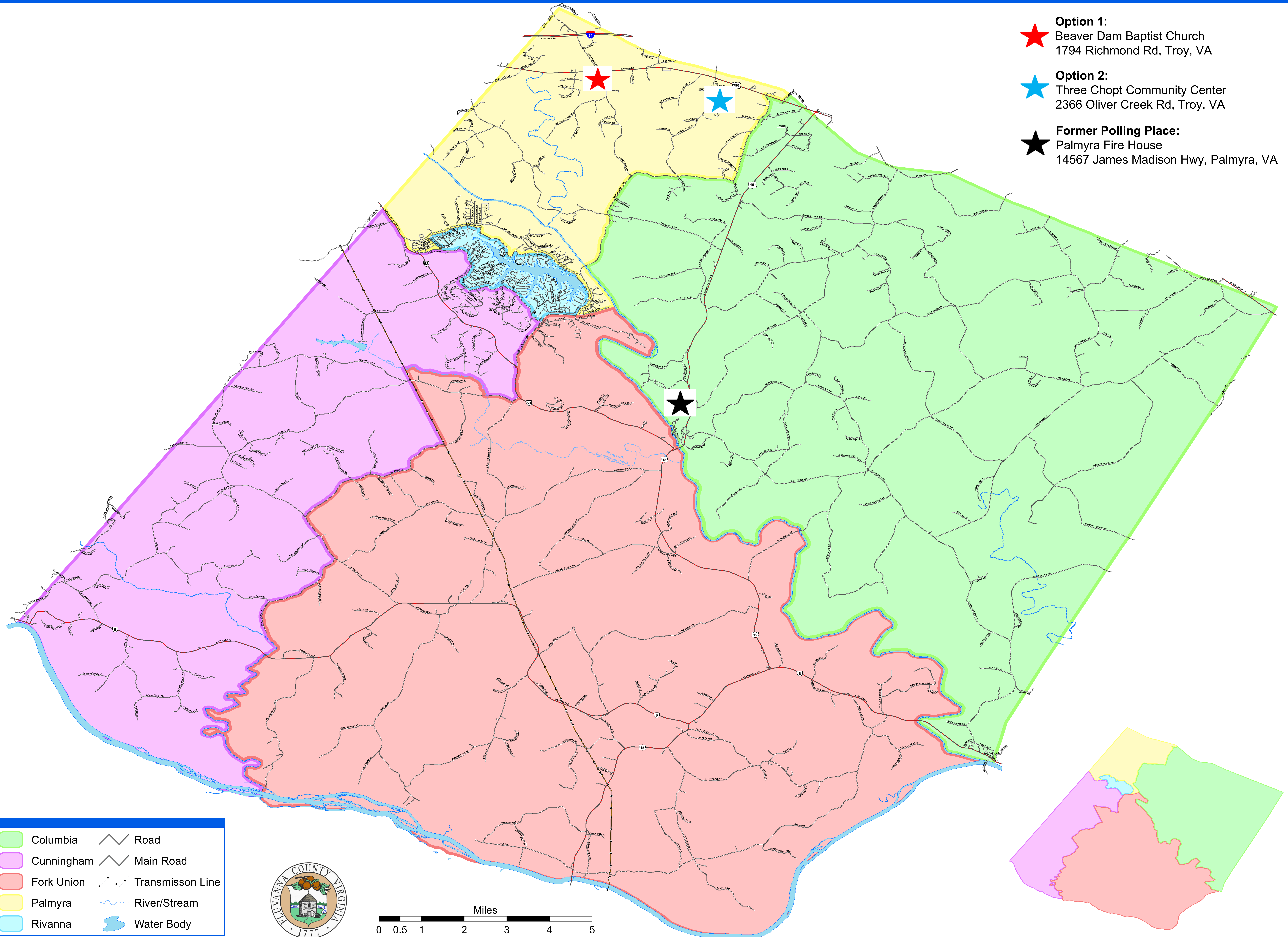
**TAB K**

<b>MEETING DATE:</b>	March 2, 2022				
<b>AGENDA TITLE:</b>	An Ordinance to Amend Chapter 2, Article 2, Sec. 2-2-3(A) of the Fluvanna County Code to Designate the Beaver Dam Baptist Church as the Polling Place for the Palmyra District, 101 Voting Precinct				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the resolution, “AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE 2, SEC. 2-2-3(A) OF THE FLUVANNA COUNTY CODE TO DESIGNATE THE BEAVER DAM BAPTIST CHURCH AS THE POLLING PLACE FOR THE PALMYRA DISTRICT, 101 VOTING PRECINCT.”</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
<b>STAFF CONTACT(S):</b>	Kelly Harris, Assistant County Administrator				
<b>PRESENTER(S):</b>	Kelly Harris, Assistant County Administrator				
<b>RECOMMENDATION:</b>	N/A				
<b>TIMING:</b>	Normal				
<b>DISCUSSION:</b>	<p>The Palmyra Fire House has served as the polling place for the Palmyra District since 2006. Following the adoption of the 2021 Redistricting Ordinance on Dec 15, 2021, and upon the Attorney General’s issuance of a certification of no objection, the Palmyra Fire House will no longer be in the Palmyra District. It will be necessary to request a certification of no objection from the Attorney General for the new location.</p> <p>County Staff identified two potential locations, and spoke with representatives from each:</p> <ul style="list-style-type: none"> <li>• Beaverdam Baptist Church</li> <li>• Three Chopt Community Center</li> </ul> <p>On February 2, 2022, the Board of Supervisors directed staff to advertise the ordinance to designate Bever Dam Baptist Church</p>				
<b>FISCAL IMPACT:</b>	Minimal				
<b>POLICY IMPACT:</b>	Ordinance Amendment to designate precinct polling place				
<b>LEGISLATIVE HISTORY:</b>	Redistricting was adopted Dec 15, 2021, and has been submitted to the Attorney General for certification of no objection				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Election District Map (adopted Dec 15, 2021)</li> <li>• Advertisement</li> <li>• Virginia Code Section §24.2-306 - Changes not to be enacted within 60 days of general election; notice requirements</li> <li>• Virginia Code Section §24.2-310 - Requirements for polling places</li> </ul>				

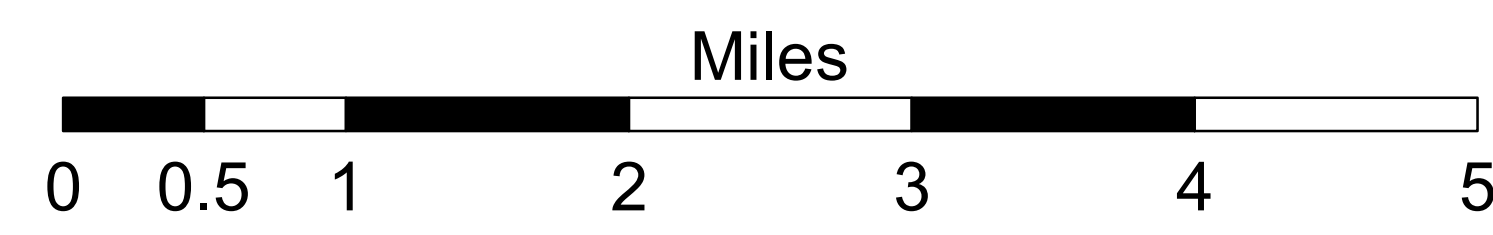
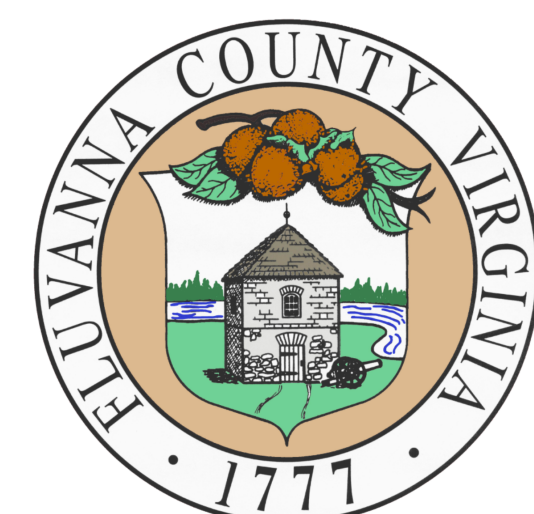
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	X				

# Fluvanna County Voting Districts Adopted December 15, 2021

- ★ **Option 1:**  
Beaver Dam Baptist Church  
1794 Richmond Rd, Troy, VA
- ★ **Option 2:**  
Three Chopt Community Center  
2366 Oliver Creek Rd, Troy, VA
- ★ **Former Polling Place:**  
Palmyra Fire House  
14567 James Madison Hwy, Palmyra, VA



<span style="color: green;">■</span> Columbia	Road
<span style="color: purple;">■</span> Cunningham	Main Road
<span style="color: red;">■</span> Fork Union	Transmission Line
<span style="color: yellow;">■</span> Palmyra	River/Stream
<span style="color: cyan;">■</span> Rivanna	Water Body





(Seal)

**PUBLIC HEARING**  
**Fluvanna County Board of Supervisors**  
 Wednesday, March 2, 2022, at 7:00 p.m.

Pursuant to Virginia Code Section 15.2-2204, a Public Hearing will be held in the Carysbrook Performing Arts Center, at 8880 James Madison Highway, Fork Union, Virginia for citizens of the County to have the opportunity to appear before and be heard by the Board of Supervisors for the following item:

**AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE 2, SEC. 2-2-3(A) OF THE  
 FLUVANNA COUNTY CODE TO DESIGNATE THE BEAVER DAM BAPTIST  
 CHURCH AS THE POLLING PLACE FOR THE PALMYRA DISTRICT, 101 VOTING  
 PRECINCT.**

**WHEREAS**, the Fluvanna Board of Supervisors previously amended Section 2-2-3 of the County Code by two ordinances adopted December 15, 2021, and such prior amendments are subject to the provisions of Virginia Code Section 24.2-129, pursuant to which a certification of no objection has been requested from the Attorney General of Virginia; and

**WHEREAS**, pursuant to Virginia Code Section 24.2-129, this ordinance shall not be given effect until the Attorney General of Virginia has issued, or is deemed to have issued, a certification of no objection;

NOW THEREFORE BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS that the County Code be, and it is hereby, further amended, in Chapter 2, Article 2, Sec. 2-2-3(A), as follows (~~deletions~~ *additions*):

**Sec. 2-2-3. Districts enumerated; populations and polling places; precincts.**

(A) The election districts, with populations and polling places set forth, are as follows:

<i>Name</i>	<i>Population</i>	<i>Polling Place</i>
Palmyra	5255	<del>Palmyra Fire House</del> <i>Beaver Dam Baptist Church</i>
Columbia	5008	Kents Store Agricultural Recreation Center
Fork Union	5496	Fluvanna County Community Center
Cunningham	5098	Antioch Baptist Church
Rivanna	5454	Lake Monticello Firehouse, Maple Room

Precincts shall be known by their respective polling places and shall be coterminous with the respective electoral districts.

(B) In addition to the foregoing precincts, there is hereby established a central absentee voting precinct, which shall be in the office of the Registrar, Palmyra, Virginia. The central absentee voting precinct shall be used for all elections on and after June 1, 2021.

AND THE BOARD OF SUPERVISORS FURTHER HEREBY AUTHORIZES AND DIRECTS the County Attorney and County Administrator to submit this ordinance, together with such other and additional information and documentation deemed appropriate by them, to the Attorney General of Virginia on behalf of the Board for issuance of a certification of no objection in accordance with Virginia Code Section 24.2-129.

A map showing the polling place change described in this notice may be examined during regular business hours of 8:00 a.m. – 5:00 p.m., Monday – Friday, at the Office of the County Administrator, located at 132 Main Street, Palmyra, VA 22963. For additional information please contact Caitlin Solis, Clerk to the Board, at 434-591-1910 or [csolis@fluvannacounty.org](mailto:csolis@fluvannacounty.org).

All interested persons wishing to be heard are invited to attend the public hearing.

---

TO: Fluvanna Review

Advertise on the following dates: February 17 & 24, 2022

Authorized by: Fluvanna County Board of Supervisors

Bill to: Board of Supervisors

\*\*\*\*\*

CONTACT INFORMATION:

Caitlin Solis

Clerk, Board of Supervisors

Fluvanna County

P. O. Box 540

Palmyra, VA 22963

[csolis@fluvannacounty.org](mailto:csolis@fluvannacounty.org)

434-591-1910

434-591-1913

Code of Virginia

Title 24.2. Elections

Chapter 3. Election Districts, Precincts, and Polling Places

Article 3. Requirements for Election Districts, Precincts, and Polling Places

## § 24.2-306. Changes not to be enacted within 60 days of general election; notice requirements

A. No change in any local election district, precinct, or polling place shall be enacted within 60 days next preceding any general election. In addition to the requirements set forth in § 24.2-129, notice shall be published prior to enactment in a newspaper having general circulation in the election district or precinct once a week for two successive weeks. The published notice shall state where descriptions and maps of proposed boundary and polling place changes may be inspected.

B. Notice of any adopted change in any election district, town, precinct, or polling place other than in the location of the office of the general registrar shall be mailed to all registered voters whose election district, town, precinct, or polling place is changed at least 15 days prior to the next general, special, or primary election in which the voters will be voting in the changed election district, town, precinct, or polling place. Notice of a change in the location of the office of the general registrar shall be given by posting on the official website of the county or city, by posting at not less than 10 public places, or by publication once in a newspaper of general circulation in the county or city within not more than 21 days in advance of the change or within seven days following the change.

C. Each county, city, and town shall comply with the applicable requirements of law, including §§ 24.2-304.3 and 30-395, and send copies of enacted changes, including a Geographic Information System (GIS) map showing the new boundaries of the districts or precincts, to the local electoral board, the Department, and the Division of Legislative Services. Any county, city, or town that does not have GIS capabilities may request the Department of Elections to create on its behalf a GIS map showing the boundaries of the new districts or precincts, and the Department of Elections shall create such a map.

Code 1950, §§ 24-49 through 24-51; 1970, c. 462, § 24.1-39; 1971, Ex. Sess., c. 119; 1993, c. 641; 1995, c. 249; 2003, c. 1015; 2004, c. 1000; 2012, cc. 328, 486; 2019, cc. 777, 778; 2020, Sp. Sess. I, c. 56; 2021, Sp. Sess. I, cc. 528, 533.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

Code of Virginia

Title 24.2. Elections

Chapter 3. Election Districts, Precincts, and Polling Places

Article 3. Requirements for Election Districts, Precincts, and Polling Places

## § 24.2-310. Requirements for polling places

A. The polling place for each precinct shall be located within the county or city and either within the precinct or within one mile of the precinct boundary. The polling place for a county precinct may be located within a city (i) if the city is wholly contained within the county election district served by the precinct or (ii) if the city is wholly contained within the county and the polling place is located on property owned by the county. The polling place for a town precinct may be located within one mile of the precinct and town boundary. For town elections held in November, the town shall use the polling places established by the county for its elections.

B. The governing body of each county, city, and town shall provide funds to enable the general registrar to provide adequate facilities at each polling place for the conduct of elections. Each polling place shall be located in a public building whenever practicable. If more than one polling place is located in the same building, each polling place shall be located in a separate room or separate and defined space.

C. Polling places shall be accessible to qualified voters as required by the provisions of the Virginians with Disabilities Act (§ 51.5-1 et seq.), the Voting Accessibility for the Elderly and Handicapped Act (52 U.S.C. § 20101 et seq.), and the Americans with Disabilities Act relating to public services (42 U.S.C. § 12131 et seq.). The State Board shall provide instructions to the local electoral boards and general registrars to assist the localities in complying with the requirements of the Acts.

D. If an emergency makes a polling place unusable or inaccessible, the electoral board or the general registrar shall provide an alternative polling place and give notice of the change in polling place, including to all candidates, or such candidate's campaign, appearing on the ballot to be voted at the alternative polling place, subject to the prior approval of the State Board. The general registrar shall provide notice to the voters appropriate to the circumstances of the emergency. For the purposes of this subsection, an "emergency" means a rare and unforeseen combination of circumstances, or the resulting state, that calls for immediate action.

E. It shall be permissible to distribute campaign materials on the election day on the property on which a polling place is located and outside of the building containing the room where the election is conducted except as specifically prohibited by law including, without limitation, the prohibitions of § 24.2-604 and the establishment of the "Prohibited Area" within 40 feet of any entrance to the polling place. However, and notwithstanding the provisions of clause (i) of subsection A of § 24.2-604, and upon the approval of the local electoral board, campaign materials may be distributed outside the polling place and inside the structure where the election is conducted, provided that the "Prohibited Area" (i) includes the area within the structure that is beyond 40 feet of any entrance to the polling place and the area within the structure that is within 40 feet of any entrance to the room where the election is conducted and (ii) is maintained and enforced as provided in § 24.2-604. The local electoral board may approve campaigning activities inside the building where the election is conducted when an entrance to the building is from an adjoining building, or if establishing the 40-foot prohibited area outside the polling



place would hinder or delay a qualified voter from entering or leaving the building.

F. Any local government, local electoral board, or the State Board may make monetary grants to any non-governmental entity furnishing facilities under the provisions of § 24.2-307 or 24.2-308 for use as a polling place. Such grants shall be made for the sole purpose of meeting the accessibility requirements of this section. Nothing in this subsection shall be construed to obligate any local government, local electoral board, or the State Board to appropriate funds to any non-governmental entity.

Code 1950, §§ 24-45, 24-46, 24-171, 24-179 through 24-181; 1954, c. 375; 1956, c. 378; 1962, cc. 185, 536; 1970, c. 462, §§ 24.1-36, 24.1-37, 24.1-92, 24.1-97; 1971, Ex. Sess., c. 119; 1976, c. 616; 1977, c. 30; 1978, c. 778; 1980, c. 639; 1981, c. 425; 1984, c. 217; 1985, c. 197; 1986, c. 558; 1992, c. 445; 1993, cc. 546, 641; 1994, c. 307; 2003, c. 1015; 2004, c. 25; 2005, c. 340; 2008, cc. 113, 394; 2010, cc. 639, 707; 2012, cc. 488, 759; 2016, cc. 18, 492.

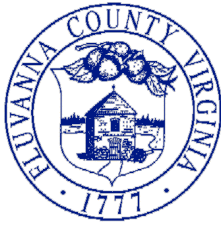
The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.



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

Incl?	Item
<input checked="" type="checkbox"/>	BOS Contingency Balance Report
<input type="checkbox"/>	Building Inspections Report
<input checked="" type="checkbox"/>	Capital Reserve Balances Memo
<input type="checkbox"/>	CARES Fund Balance Memo
<input type="checkbox"/>	Fluvanna County Bank Balance and Investment Report
<input checked="" type="checkbox"/>	Unassigned Fund Balance Report
<input type="checkbox"/>	VDOT Monthly Report & 2020 Resurfacing List
<input type="checkbox"/>	ARPA Fund Balance Memo
<input checked="" type="checkbox"/>	American Rescue Plan Act - Fact Sheet
<input checked="" type="checkbox"/>	American Rescue Plan Act - FAQs
<input type="checkbox"/>	





---

# COUNTY OF FLUVANNA

---

*"Responsive & Responsible Government"*

BOS2022-03-02 p.173/228  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
www.fluvannacounty.org

## MEMORANDUM

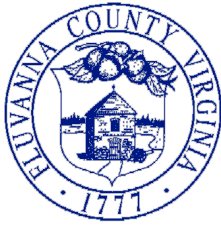
**Date:** March 02, 2022  
**From:** Tori Melton – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY22 BOS Contingency Balance

---

The FY22 BOS Contingency line balance is as follows:

<b>Beginning Original Budget:</b>	<b>\$163,898</b>
Less: Compensation Study – 11.17.21	-\$37,000
Less: Blue Ridge Cigarette Tax Board Startup Cost – 11.17.21	-\$17,218
Less: Tyler Technologies, Inc. Merchant Services Contract – 01.12.22	-1,368
Less: Carysbrook Softball Field Lighting	-9,000
<b>Available:</b>	<b>\$99,312</b>





# COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

BOS2022-03-02 p.175/228  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
www.fluvannacounty.org

## MEMORANDUM

**Date:** March 02, 2022  
**From:** Tori Melton – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY22 Capital Reserve Balances

The FY22 Capital Reserve account balances are as follows:

### County Capital Reserve:

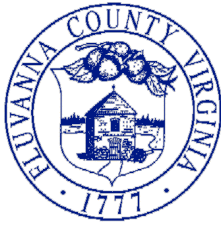
FY21 Carryover	\$387,085
FY22 Budget Allocation:	\$200,000
<b>Total FY22 Budget:</b>	<b>\$587,085</b>
Add: Closed CRM Project – 06/30/2021	\$155
Less: Courts Building Sally Port Door – 08.04.21	-\$7,185
Less: Courts Building Replacement of Leaking Water Lines 09.01.21	-17,418
Less: Pleasant Grove House HVAC Replacement 09.01.21	-6,975
Less: Bobcat Skid Steer Repairs 10.20.21	-6,443
<b>FY22 Available:</b>	<b>\$549,219</b>

### Schools Capital Reserve:

FY21 Carryover	\$330,159
FY22 Budget Allocation:	\$200,000
<b>Total FY22 Budget:</b>	<b>\$530,159</b>
Add: Closed CRM Project – 06/30/2021	\$1,096
Less: FCHS HVAC Chiller Descaling and Cleaning 09.15.21	-27,700
Less: FMS Repair Leaking Flush Panels 11.03.21	-64,700

Less: Central and West Central Elementary Sidewalk Repair 11.03.21	-15,000
<b>FY22 Available:</b>	<b>\$423,855</b>





# COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

BOS2022-03-02 p.177/228  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
www.fluvannacounty.org

## MEMORANDUM

**Date:** March 02, 2022  
**From:** Tori Melton – Management Analyst  
**To:** Board of Supervisors  
**Subject:** Unassigned Fund Balance

<b>FY21 Year End Audited Total Unassigned Fund Balance:</b>	<b>\$24,035,309</b>
<b>Unassigned Fund Balance – 12% Target Per Policy:</b>	<b>\$9,959,654</b>
<b>Unassigned Fund Balance – Excess Above Policy Target:</b>	<b>\$14,075,655</b>
Less: FY22 Sheriff's Office Recruitment, Retention, and Compression Wage Adjustment - 10.06.21	-\$240,000
Less: FY21-22 County Carryover Request – 12.01.21	-\$87,074
<b>Current Unassigned Fund Balance – Excess Above Policy Target:</b>	<b>\$13,835,655</b>



## FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs

**May 10, 2021**

*Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery*

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery.

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and,
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Starting today, eligible state, territorial, metropolitan city, county, and Tribal governments may request Coronavirus State and Local Fiscal Recovery Funds through the Treasury Submission Portal. Concurrent with this program launch, Treasury has published an Interim Final Rule that implements the provisions of this program.

## FUNDING AMOUNTS

The American Rescue Plan provides a total of \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to help eligible state, local, territorial, and Tribal governments meet their present needs and build the foundation for a strong recovery. Congress has allocated this funding to tens of thousands of jurisdictions. These allocations include:

Type	Amount (\$ billions)
States & District of Columbia	\$195.3
Counties	\$65.1
Metropolitan Cites	\$45.6
Tribal Governments	\$20.0
Territories	\$4.5
Non-Entitlement Units of Local Government	\$19.5

Treasury expects to distribute these funds directly to each state, territorial, metropolitan city, county, and Tribal government. Local governments that are classified as non-entitlement units will receive this funding through their applicable state government. Treasury expects to provide further guidance on distributions to non-entitlement units next week.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021.

## USES OF FUNDING

Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within these overall categories, Treasury’s Interim Final Rule provides guidelines and principles for determining the types of programs and services that this funding can support, together with examples of allowable uses that recipients may consider. As described below, Treasury has also designed these provisions to take into consideration the disproportionate impacts of the COVID-19 public health emergency on those hardest-hit by the pandemic.

### 1. Supporting the public health response

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments. Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic. Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- **Services and programs to contain and mitigate the spread of COVID-19, including:**
  - ✓ Vaccination programs
  - ✓ Medical expenses
  - ✓ Testing
  - ✓ Contact tracing
  - ✓ Isolation or quarantine
  - ✓ PPE purchases
  - ✓ Support for vulnerable populations to access medical or public health services
  - ✓ Public health surveillance (e.g., monitoring for variants)
  - ✓ Enforcement of public health orders
  - ✓ Public communication efforts
  - ✓ Enhancement of healthcare capacity, including alternative care facilities
  - ✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
  - ✓ Enhancement of public health data systems
  - ✓ Capital investments in public facilities to meet pandemic operational needs
  - ✓ Ventilation improvements in key settings like healthcare facilities

- **Services to address behavioral healthcare needs exacerbated by the pandemic, including:**
  - ✓ Mental health treatment
  - ✓ Substance misuse treatment
  - ✓ Other behavioral health services
  - ✓ Hotlines or warmlines
  - ✓ Crisis intervention
  - ✓ Services or outreach to promote access to health and social services
- **Payroll and covered benefits expenses** for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response. For public health and safety workers, recipients can use these funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.

## 2. Addressing the negative economic impacts caused by the public health emergency

The COVID-19 public health emergency resulted in significant economic hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously, over 20 million jobs were lost between February and April 2020. Although many have since returned to work, as of April 2021, the economy remains more than 8 million jobs below its pre-pandemic peak, and more than 3 million workers have dropped out of the labor market altogether since February 2020.

To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible state, local, territorial, and Tribal governments to provide a wide range of assistance to individuals and households, small businesses, and impacted industries, in addition to enabling governments to rehire public sector staff and rebuild capacity. Among these uses include:

- **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims.
- **Supporting small businesses**, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance. To achieve these goals, recipients may employ this funding to execute a broad array of loan, grant, in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.
- **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.
- **Rebuilding public sector capacity**, by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels. Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

### 3. **Serving the hardest-hit communities and families**

While the pandemic has affected communities across the country, it has disproportionately impacted low-income families and communities of color and has exacerbated systemic health and economic inequities. Low-income and socially vulnerable communities have experienced the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000.

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households. Eligible services include:

- **Addressing health disparities and the social determinants of health**, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
- **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
- **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- **Promoting healthy childhood environments**, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Governments may use Coronavirus State and Local Fiscal Recovery Funds to support these additional services if they are provided:

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.

### 4. **Replacing lost public sector revenue**

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery.

Many state, local, territorial, and Tribal governments have experienced significant budget shortfalls, which can yield a devastating impact on their respective communities. Faced with budget shortfalls and pandemic-related uncertainty, state and local governments cut staff in all 50 states. These budget shortfalls and staff cuts are particularly problematic at present, as these entities are on the front lines of battling the COVID-19 pandemic and helping citizens weather the economic downturn.

Recipients may use these funds to replace lost revenue. Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year prior to the public health emergency and projects forward at either (a) the recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency or (b) 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

For administrative convenience, Treasury's Interim Final Rule allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency. Upon receiving Coronavirus State and Local Fiscal Recovery Funds, recipients may immediately calculate the reduction in revenue that occurred in 2020 and deploy funds to address any shortfall. Recipients will have the opportunity to re-calculate revenue loss at several points through the program, supporting those entities that experience a lagged impact of the crisis on revenues.

Importantly, once a shortfall in revenue is identified, recipients will have broad latitude to use this funding to support government services, up to this amount of lost revenue.

## 5. Providing premium pay for essential workers

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers. Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

- ✓ Staff at nursing homes, hospitals, and home-care settings
- ✓ Workers at farms, food production facilities, grocery stores, and restaurants
- ✓ Janitors and sanitation workers
- ✓ Public health and safety staff
- ✓ Truck drivers, transit staff, and warehouse workers
- ✓ Childcare workers, educators, and school staff
- ✓ Social service and human services staff

Treasury's Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.



In addition, employers are both permitted and encouraged to use Coronavirus State and Local Fiscal Recovery Funds to offer retrospective premium pay, recognizing that many essential workers have not yet received additional compensation for work performed. Staff working for third-party contractors in eligible sectors are also eligible for premium pay.

## **6. Investing in water and sewer infrastructure**

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

To help jurisdictions expedite their execution of these essential investments, Treasury's Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the Environmental Protection Agency's Clean Water State Revolving Fund and Drinking Water State Revolving Fund. Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities.

Treasury's Interim Final Rule also encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

## **7. Investing in broadband infrastructure**

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage. Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work.

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100

Mbps upload speeds, unless impracticable due to topography, geography, or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above.

## 8. Ineligible Uses

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19. Recipients have considerable flexibility to use these funds to address the diverse needs of their communities.

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds:

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury's Interim Final Rule implements this requirement. If a state or territory cuts taxes, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury.
- **No recipient may use this funding to make a deposit to a pension fund.** Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury's Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves. Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision. While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.

## **Coronavirus State and Local Fiscal Recovery Funds**

### **Frequently Asked Questions**

**AS OF JULY 19, 2021**

This document contains answers to frequently asked questions regarding the Coronavirus State and Local Fiscal Recovery Funds (CSFRF / CLFRF, or Fiscal Recovery Funds). Treasury will be updating this document periodically in response to questions received from stakeholders. Recipients and stakeholders should consult the [Interim Final Rule](#) for additional information.

- For overall information about the program, including information on requesting funding, please see <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments>
- For general questions about CSFRF / CLFRF, please email [SLFRP@treasury.gov](mailto:SLFRP@treasury.gov)
- Treasury is seeking comment on all aspects of the Interim Final Rule. Stakeholders are encouraged to submit comments electronically through the Federal eRulemaking Portal (<https://www.regulations.gov/document/TREAS-DO-2021-0008-0002>) on or before July 16, 2021. Please be advised that comments received will be part of the public record and subject to public disclosure. Do not disclose any information in your comment or supporting materials that you consider confidential or inappropriate for public disclosure.

Questions added 5/27/21: 1.5, 1.6, 2.13, 2.14, 2.15, 3.9, 4.5, 4.6, 10.3, 10.4 (noted with “[5/27]”)

Questions added 6/8/21: 2.16, 3.10, 3.11, 3.12, 4.7, 6.7, 8.2, 9.4, 9.5, 10.5 (noted with “[6/8]”)

Questions added 6/17/21: 6.8, 6.9, 6.10, 6.11 (noted with “[6/17]”)

Questions added 6/23/21: 1.7, 2.17, 2.18, 2.19, 2.20, 3.1 (appendix), 3.13, 4.8, 6.12 (noted with “[6/23]”)

Question added 6/24/21: 2.21 (noted with “[6/24]”)

Questions added 7/14/21: 1.8, 3.14, 3.15, 4.9, 4.10, 4.11, 4.12, 6.13, 6.14, 6.15, 6.16, 6.17, 10.3 updated (noted with “[7/14]”)

Answers to frequently asked questions on distribution of funds to non-entitlement units of local government (NEUs) can be found in this [FAQ supplement](#), which is regularly updated.

## **1. Eligibility and Allocations**

### **1.1. Which governments are eligible for funds?**

The following governments are eligible:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties
- Metropolitan cities
- Non-entitlement units, or smaller local governments

**1.2. Which governments receive funds directly from Treasury?**

Treasury will distribute funds directly to each eligible state, territory, metropolitan city, county, or Tribal government. Smaller local governments that are classified as non-entitlement units will receive funds through their applicable state government.

**1.3. Are special-purpose units of government eligible to receive funds?**

Special-purpose units of local government will not receive funding allocations; however, a state, territory, local, or Tribal government may transfer funds to a special-purpose unit of government. Special-purpose districts perform specific functions in the community, such as fire, water, sewer or mosquito abatement districts.

**1.4. How are funds being allocated to Tribal governments, and how will Tribal governments find out their allocation amounts?<sup>1</sup>**

\$20 billion of Fiscal Recovery Funds was reserved for Tribal governments. The American Rescue Plan Act specifies that \$1 billion will be allocated evenly to all eligible Tribal governments. The remaining \$19 billion will be distributed using an allocation methodology based on enrollment and employment.

There will be two payments to Tribal governments. Each Tribal government's first payment will include (i) an amount in respect of the \$1 billion allocation that is to be divided equally among eligible Tribal governments and (ii) each Tribal government's pro rata share of the Enrollment Allocation. Tribal governments will be notified of their allocation amount and delivery of payment 4-5 days after completing request for funds in the Treasury Submission Portal. The deadline to make the initial request for funds is June 21, 2021.

The second payment will include a Tribal government's pro rata share of the Employment Allocation. There is a \$1,000,000 minimum employment allocation for Tribal governments. In late-June, Tribal governments will receive an email notification to re-enter the Treasury Submission Portal to confirm or amend their 2019 employment numbers that were submitted to the Department of the Treasury for the CARES Act's Coronavirus Relief Fund. To receive an Employment Allocation, including the minimum employment allocation, Tribal governments must confirm employment numbers by July

---

<sup>1</sup> The answer to this question was updated on July 19, 2021.

23, 2021. Treasury will calculate employment allocations for those Tribal governments that confirmed or submitted amended employment numbers by the deadline. In August, Treasury will communicate to Tribal governments the amount of their portion of the Employment Allocation and the anticipated date for the second payment.

**1.5. My county is a unit of general local government with population under 50,000. Will my county receive funds directly from Treasury? [5/27]**

Yes. All counties that are units of general local government will receive funds directly from Treasury and should apply via the [online portal](#). The list of county allocations is available [here](#).

**1.6. My local government expected to be classified as a non-entitlement unit. Instead, it was classified as a metropolitan city. Why? [5/27]**

The American Rescue Plan Act defines, for purposes of the Coronavirus Local Fiscal Recovery Fund (CLFRF), metropolitan cities to include those that are currently metropolitan cities under the Community Development Block Grant (CDBG) program but also those cities that relinquish or defer their status as a metropolitan city for purposes of the CDBG program. This would include, by way of example, cities that are principal cities of their metropolitan statistical area, even if their population is less than 50,000. In other words, a city that is eligible to be a metropolitan city under the CDBG program is eligible as a metropolitan city under the CLFRF, regardless of how that city has elected to participate in the CDBG program.

Unofficial allocation estimates produced by other organizations may have classified certain local governments as non-entitlement units of local government. However, based on the statutory definitions, some of these local governments should have been classified as metropolitan cities.

**1.7. In order to receive and use Fiscal Recovery Funds, must a recipient government maintain a declaration of emergency relating to COVID-19? [6/23]**

No. Neither the statute establishing the CSFRF/CLFRF nor the Interim Final Rule requires recipients to maintain a local declaration of emergency relating to COVID-19.

**1.8. Can non-profit or private organizations receive funds? If so, how? [7/14]**

Yes. Under section 602(c)(3) of the Social Security Act, a State, territory, or Tribal government may transfer funds to a “private nonprofit organization . . . , a Tribal organization . . . , a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government.” Similarly, section 603(c)(3) authorizes a local government to transfer funds to the same entities (other than Tribal organizations). The Interim Final Rule clarifies that the lists of transferees in sections 602(c)(3) and 603(c)(3) are not exclusive, and recipients may transfer funds to constituent units of government or private entities beyond those

specified in the statute. A transferee receiving a transfer from a recipient under sections 602(c)(3) and 603(c)(3) will be considered to be a subrecipient and will be expected to comply with all subrecipient reporting requirements.

The ARPA does not authorize Treasury to provide CSFRF/CLFRF funds directly to non-profit or private organizations. Thus, non-profit or private organizations should seek funds from CSFRF/CLFRF recipient(s) in their jurisdiction (e.g., a State, local, territorial, or Tribal government).

## **2. Eligible Uses – Responding to the Public Health Emergency / Negative Economic Impacts**

### **2.1. What types of COVID-19 response, mitigation, and prevention activities are eligible?**

A broad range of services are needed to contain COVID-19 and are eligible uses, including vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations; enhancement of public health data systems; and other public health responses. Capital investments in public facilities to meet pandemic operational needs are also eligible, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics.

### **2.2. If a use of funds was allowable under the Coronavirus Relief Fund (CRF) to respond to the public health emergency, may recipients presume it is also allowable under CSFRF/CLFRF?**

Generally, funding uses eligible under CRF as a response to the direct public health impacts of COVID-19 will continue to be eligible under CSFRF/CLFRF, with the following two exceptions: (1) the standard for eligibility of public health and safety payrolls has been updated; and (2) expenses related to the issuance of tax-anticipation notes are not an eligible funding use.

### **2.3. If a use of funds is not explicitly permitted in the Interim Final Rule as a response to the public health emergency and its negative economic impacts, does that mean it is prohibited?**

The Interim Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of Fiscal Recovery Funds not explicitly listed. The Interim Final Rule also provides flexibility for recipients to use Fiscal Recovery Funds for programs or services that are not identified on these non-exclusive lists but which meet the objectives of section 602(c)(1)(A) or 603(c)(1)(A) by responding to the COVID-19 public health emergency with respect to COVID-19 or its negative economic impacts.

**2.4. May recipients use funds to respond to the public health emergency and its negative economic impacts by replenishing state unemployment funds?**

Consistent with the approach taken in the CRF, recipients may make deposits into the state account of the Unemployment Trust Fund up to the level needed to restore the pre-pandemic balances of such account as of January 27, 2020, or to pay back advances received for the payment of benefits between January 27, 2020 and the date when the Interim Final Rule is published in the Federal Register.

**2.5. What types of services are eligible as responses to the negative economic impacts of the pandemic?**

Eligible uses in this category include assistance to households; small businesses and non-profits; and aid to impacted industries.

Assistance to households includes, but is not limited to: food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance; emergency assistance for burials, home repairs, weatherization, or other needs; internet access or digital literacy assistance; or job training to address negative economic or public health impacts experienced due to a worker's occupation or level of training.

Assistance to small business and non-profits includes, but is not limited to:

- loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs;
- Loans, grants, or in-kind assistance to implement COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs; and
- Technical assistance, counseling, or other services to assist with business planning needs

**2.6. May recipients use funds to respond to the public health emergency and its negative economic impacts by providing direct cash transfers to households?**

Yes, provided the recipient considers whether, and the extent to which, the household has experienced a negative economic impact from the pandemic. Additionally, cash transfers must be reasonably proportional to the negative economic impact they are intended to address. Cash transfers grossly in excess of the amount needed to address the negative economic impact identified by the recipient would not be considered to be a response to the COVID-19 public health emergency or its negative impacts. In particular, when considering appropriate size of permissible cash transfers made in response to the COVID-19 public health emergency, state, local, territorial, and Tribal governments may consider and take guidance from the per person amounts previously provided by the federal government in response to the COVID crisis.

**2.7. May funds be used to reimburse recipients for costs incurred by state and local governments in responding to the public health emergency and its negative economic impacts prior to passage of the American Rescue Plan?**

Use of Fiscal Recovery Funds is generally forward looking. The Interim Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021.

**2.8. May recipients use funds for general economic development or workforce development?**

Generally, not. Recipients must demonstrate that funding uses directly address a negative economic impact of the COVID-19 public health emergency, including funds used for economic or workforce development. For example, job training for unemployed workers may be used to address negative economic impacts of the public health emergency and be eligible.

**2.9. How can recipients use funds to assist the travel, tourism, and hospitality industries?**

Aid provided to tourism, travel, and hospitality industries should respond to the negative economic impacts of the pandemic. For example, a recipient may provide aid to support safe reopening of businesses in the tourism, travel and hospitality industries and to districts that were closed during the COVID-19 public health emergency, as well as aid a planned expansion or upgrade of tourism, travel and hospitality facilities delayed due to the pandemic.

Tribal development districts are considered the commercial centers for tribal hospitality, gaming, tourism and entertainment industries.

**2.10. May recipients use funds to assist impacted industries other than travel, tourism, and hospitality?**

Yes, provided that recipients consider the extent of the impact in such industries as compared to tourism, travel, and hospitality, the industries enumerated in the statute. For example, nationwide the leisure and hospitality industry has experienced an



approximately 17 percent decline in employment and 24 percent decline in revenue, on net, due to the COVID-19 public health emergency. Recipients should also consider whether impacts were due to the COVID-19 pandemic, as opposed to longer-term economic or industrial trends unrelated to the pandemic.

Recipients should maintain records to support their assessment of how businesses or business districts receiving assistance were affected by the negative economic impacts of the pandemic and how the aid provided responds to these impacts.

**2.11. How does the Interim Final Rule help address the disparate impact of COVID-19 on certain populations and geographies?**

In recognition of the disproportionate impacts of the COVID-19 virus on health and economic outcomes in low-income and Native American communities, the Interim Final Rule identifies a broader range of services and programs that are considered to be in response to the public health emergency when provided in these communities. Specifically, Treasury will presume that certain types of services are eligible uses when provided in a Qualified Census Tract (QCT), to families living in QCTs, or when these services are provided by Tribal governments.

Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic. In identifying these disproportionately-impacted communities, recipients should be able to support their determination for how the pandemic disproportionately impacted the populations, households, or geographic areas to be served.

Eligible services include:

- Addressing health disparities and the social determinants of health, including: community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs;
- Building stronger neighborhoods and communities, including: supportive housing and other services for individuals experiencing homelessness, development of affordable housing, and housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity;
- Addressing educational disparities exacerbated by COVID-19, including: early learning services, increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, and supports for students' social, emotional, and mental health needs; and
- Promoting healthy childhood environments, including: child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

**2.12. May recipients use funds to pay for vaccine incentive programs (e.g., cash or in-kind transfers, lottery programs, or other incentives for individuals who get vaccinated)?**

Yes. Under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds to respond to the COVID-19 public health emergency, including expenses related to COVID-19 vaccination programs. See 31 CFR 35.6(b)(1)(i). Programs that provide incentives reasonably expected to increase the number of people who choose to get vaccinated, or that motivate people to get vaccinated sooner than they otherwise would have, are an allowable use of funds so long as such costs are reasonably proportional to the expected public health benefit.

**2.13. May recipients use funds to pay “back to work incentives” (e.g., cash payments for newly employed workers after a certain period of time on the job)? [5/27]**

Yes. Under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to unemployed workers. See 31 CFR 35.6(b)(4). This assistance can include job training or other efforts to accelerate rehiring and thus reduce unemployment, such as childcare assistance, assistance with transportation to and from a jobsite or interview, and incentives for newly employed workers.

**2.14. The Coronavirus Relief Fund (CRF) included as an eligible use: "Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What has changed in CSFRF/CLFRF, and what type of documentation is required under CSFRF/CLFRF? [5/27]**

Many of the expenses authorized under the Coronavirus Relief Fund are also eligible uses under the CSFRF/CLFRF. However, in the case of payroll expenses for public safety, public health, health care, human services, and similar employees (hereafter, public health and safety staff), the CSFRF/CLFRF does differ from the CRF. This change reflects the differences between the ARPA and CARES Act and recognizes that the response to the COVID-19 public health emergency has changed and will continue to change over time. In particular, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, including first responders, to the extent that the employee's time that is dedicated to responding to the COVID-19 public health emergency.

For administrative convenience, the recipient may consider a public health and safety employee to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee, or his or her operating unit or division, is primarily dedicated (e.g., more than half of the employee's time is dedicated) to responding to the COVID-19 public health emergency.

Recipients may use presumptions for assessing whether an employee, division, or operating unit is primarily dedicated to COVID-19 response. The recipient should

maintain records to support its assessment, such as payroll records, attestations from supervisors or staff, or regular work product or correspondence demonstrating work on the COVID-19 response. Recipients need not routinely track staff hours. Recipients should periodically reassess their determinations.

**2.15. What staff are included in “public safety, public health, health care, human services, and similar employees”? Would this include, for example, 911 operators, morgue staff, medical examiner staff, or EMS staff? [5/27]**

As discussed in the Interim Final Rule, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, for the portion of the employee’s time that is dedicated to responding to the COVID-19 public health emergency.

Public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (e.g., laboratory technicians, medical examiner or morgue staff) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel. Human services staff include employees providing or administering social services; public benefits; child welfare services; and child, elder, or family care, as well as others.

**2.16. May recipients use funds to establish a public jobs program? [6/8]**

Yes. The Interim Final Rule permits a broad range of services to unemployed or underemployed workers and other individuals that suffered negative economic impacts from the pandemic. That can include public jobs programs, subsidized employment, combined education and on-the-job training programs, or job training to accelerate rehiring or address negative economic or public health impacts experienced due to a worker’s occupation or level of training. The broad range of permitted services can also include other employment supports, such as childcare assistance or assistance with transportation to and from a jobsite or interview.

The Interim Final Rule includes as an eligible use re-hiring public sector staff up to the government’s level of pre-pandemic employment. “Public sector staff” would not include individuals participating in a job training or subsidized employment program administered by the recipient.

**2.17. The Interim Final Rule states that “assistance or aid to individuals or businesses that did not experience a negative economic impact from the public health emergency would not be an eligible use under this category.” Are recipients**

**required to demonstrate that each individual or business experienced a negative economic impact for that individual or business to receive assistance? [6/23]**

Not necessarily. The Interim Final Rule allows recipients to demonstrate a negative economic impact on a population or group and to provide assistance to households or businesses that fall within that population or group. In such cases, the recipient need only demonstrate that the household or business is within the population or group that experienced a negative economic impact.

For assistance to households, the Interim Final Rule states, “In assessing whether a household or population experienced economic harm as a result of the pandemic, a recipient may presume that a household or population that experienced unemployment or increased food or housing insecurity or is low- or moderate-income experienced negative economic impacts resulting from the pandemic.” This would allow, for example, an internet access assistance program for all low- or moderate-income households, but would not require the recipient to demonstrate or document that each individual low- or moderate income household experienced a negative economic impact from the COVID-19 public health emergency apart from being low- or moderate income.

For assistance to small businesses, the Interim Final Rule states that assistance may be provided to small businesses, including loans, grants, in-kind assistance, technical assistance or other services, to respond to the negative economic impacts of the COVID-19 public health emergency. In providing assistance to small businesses, recipients must design a program that responds to the negative economic impacts of the COVID-19 public health emergency, including by identifying how the program addresses the identified need or impact faced by small businesses. This can include assistance to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from the COVID-19 public health emergency.

As part of program design and to ensure that the program responds to the identified need, recipients may consider additional criteria to target assistance to businesses in need, including to small businesses. Assistance may be targeted to businesses facing financial insecurity, with substantial declines in gross receipts (e.g., comparable to measures used to assess eligibility for the Paycheck Protection Program), or facing other economic harm due to the pandemic, as well as businesses with less capacity to weather financial hardship, such as the smallest businesses, those with less access to credit, or those serving disadvantaged communities. For example, a recipient could find based on local data or research that the smallest businesses faced sharply increased risk of bankruptcy and develop a program to respond; such a program would only need to document a population or group-level negative economic impact, and eligibility criteria to limit access to the program to that population or group (in this case, the smallest businesses).

In addition, recognizing the disproportionate impact of the pandemic on disadvantaged communities, the Interim Final Rule also identifies a set of services that are presumptively eligible when provided in a Qualified Census Tract (QCT); to families and individuals living in QCTs; to other populations, households, or geographic areas

identified by the recipient as disproportionately impacted by the pandemic; or when these services are provided by Tribal governments. For more information on the set of presumptively eligible services, see the Interim Final Rule section on *Building Stronger Communities through Investments in Housing and Neighborhoods* and FAQ 2.11.

**2.18. Would investments in improving outdoor spaces (e.g. parks) be an eligible use of funds as a response to the public health emergency and/or its negative economic impacts? [6/23]**

There are multiple ways that investments in improving outdoor spaces could qualify as eligible uses; several are highlighted below, though there may be other ways that a specific investment in outdoor spaces would meet eligible use criteria.

First, in recognition of the disproportionate negative economic impacts on certain communities and populations, the Interim Final Rule identifies certain types of services that are eligible uses when provided in a Qualified Census Tract (QCT), to families and individuals living in QCTs, or when these services are provided by Tribal governments. Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic.

These programs and services include services designed to build stronger neighborhoods and communities and to address health disparities and the social determinants of health. The Interim Final Rule provides a non-exhaustive list of eligible services to respond to the needs of communities disproportionately impacted by the pandemic, and recipients may identify other uses of funds that do so, consistent with the Rule’s framework. For example, investments in parks, public plazas, and other public outdoor recreation spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19.

Second, recipients may provide assistance to small businesses in all communities. Assistance to small businesses could include support to enhance outdoor spaces for COVID-19 mitigation (e.g., restaurant patios) or to improve the built environment of the neighborhood (e.g., façade improvements).

Third, many governments saw significantly increased use of parks during the pandemic that resulted in damage or increased maintenance needs. The Interim Final Rule recognizes that “decrease[s to] a state or local government’s ability to effectively administer services” can constitute a negative economic impact of the pandemic.

**2.19. Would expenses to address a COVID-related backlog in court cases be an eligible use of funds as a response to the public health emergency? [6/23]**

The Interim Final Rule recognizes that “decrease[s to] a state or local government’s ability to effectively administer services,” such as cuts to public sector staffing levels, can constitute a negative economic impact of the pandemic. During the COVID-19 public

health emergency, many courts were unable to operate safely during the pandemic and, as a result, now face significant backlogs. Court backlogs resulting from inability of courts to safely operate during the COVID-19 pandemic decreased the government's ability to administer services. Therefore, steps to reduce these backlogs, such as implementing COVID-19 safety measures to facilitate court operations, hiring additional court staff or attorneys to increase speed of case resolution, and other expenses to expedite case resolution are eligible uses.

**2.20. Can funds be used to assist small business startups as a response to the negative economic impact of COVID-19? [6/23]**

As discussed in the Interim Final Rule, recipients may provide assistance to small businesses that responds to the negative economic impacts of COVID-19. The Interim Final Rule provides a non-exclusive list of potential assistance mechanisms, as well as considerations for ensuring that such assistance is responsive to the negative economic impacts of COVID-19.

Treasury acknowledges a range of potential circumstances in which assisting small business startups could be responsive to the negative economic impacts of COVID-19, including for small businesses and individuals seeking to start small businesses after the start of the COVID-19 public health emergency. For example:

- A recipient could assist small business startups with additional costs associated with COVID-19 mitigation tactics (e.g., barriers or partitions; enhanced cleaning; or physical plant changes to enable greater use of outdoor space).
- A recipient could identify and respond to a negative economic impact of COVID-19 on new small business startups; for example, if it could be shown that small business startups in a locality were facing greater difficulty accessing credit than prior to the pandemic, faced increased costs to starting the business due to the pandemic, or that the small business had lost expected startup capital due to the pandemic.
- The Interim Final Rule also discusses eligible uses that provide support for individuals who have experienced a negative economic impact from the COVID-19 public health emergency, including uses that provide job training for unemployed individuals. These initiatives also may support small business startups and individuals seeking to start small businesses.

**2.21. Can funds be used for eviction prevention efforts or housing stability services? [6/24]**

Yes. Responses to the negative economic impacts of the pandemic include “rent, mortgage, or utility assistance [and] counseling and legal aid to prevent eviction or homelessness.” This includes housing stability services that enable eligible households to maintain or obtain housing, such as housing counseling, fair housing counseling, case management related to housing stability, outreach to households at risk of eviction or promotion of housing support programs, housing related services for survivors of

domestic abuse or human trafficking, and specialized services for individuals with disabilities or seniors that supports their ability to access or maintain housing.

This also includes legal aid such as legal services or attorney's fees related to eviction proceedings and maintaining housing stability, court-based eviction prevention or eviction diversion programs, and other legal services that help households maintain or obtain housing.

Recipients may transfer funds to, or execute grants or contracts with, court systems, non-profits, and a wide range of other organizations to implement these strategies.

### **3. Eligible Uses – Revenue Loss**

#### **3.1. How is revenue defined for the purpose of this provision? [appendix added 6/23]**

The Interim Final Rule adopts a definition of “General Revenue” that is based on, but not identical, to the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances.

General Revenue includes revenue from taxes, current charges, and miscellaneous general revenue. It excludes refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and revenue generated by utilities and insurance trusts. General revenue also includes intergovernmental transfers between state and local governments, but excludes intergovernmental transfers from the Federal government, including Federal transfers made via a state to a locality pursuant to the CRF or the Fiscal Recovery Funds.

Tribal governments may include all revenue from Tribal enterprises and gaming operations in the definition of General Revenue.

Please see the appendix for a diagram of the Interim Final Rule’s definition of General Revenue within the Census Bureau’s revenue classification structure.

#### **3.2. Will revenue be calculated on an entity-wide basis or on a source-by-source basis (e.g. property tax, income tax, sales tax, etc.)?**

Recipients should calculate revenue on an entity-wide basis. This approach minimizes the administrative burden for recipients, provides for greater consistency across recipients, and presents a more accurate representation of the net impact of the COVID-19 public health emergency on a recipient’s revenue, rather than relying on financial reporting prepared by each recipient, which vary in methodology used and which generally aggregates revenue by purpose rather than by source.

#### **3.3. Does the definition of revenue include outside concessions that contract with a state or local government?**

Recipients should classify revenue sources as they would if responding to the U.S. Census Bureau’s Annual Survey of State and Local Government Finances. According to the Census Bureau’s [Government Finance and Employment Classification manual](#), the following is an example of current charges that would be included in a state or local government’s general revenue from own sources: “Gross revenue of facilities operated by a government (swimming pools, recreational marinas and piers, golf courses, skating rinks, museums, zoos, etc.); auxiliary facilities in public recreation areas (camping areas, refreshment stands, gift shops, etc.); lease or use fees from stadiums, auditoriums, and community and convention centers; and rentals from concessions at such facilities.”

**3.4. What is the time period for estimating revenue loss? Will revenue losses experienced prior to the passage of the Act be considered?**

Recipients are permitted to calculate the extent of reduction in revenue as of four points in time: December 31, 2020; December 31, 2021; December 31, 2022; and December 31, 2023. This approach recognizes that some recipients may experience lagged effects of the pandemic on revenues.

Upon receiving Fiscal Recovery Fund payments, recipients may immediately calculate revenue loss for the period ending December 31, 2020.

**3.5. What is the formula for calculating the reduction in revenue?**

A reduction in a recipient’s General Revenue equals:

$$\text{Max} \{ [\text{Base Year Revenue} * (1 + \text{Growth Adjustment})^{\left(\frac{n_t}{12}\right)} ] - \text{Actual General Revenue}_t ; 0 \}$$

Where:

*Base Year Revenue* is General Revenue collected in the most recent full fiscal year prior to the COVID-19 public health emergency.

*Growth Adjustment* is equal to the greater of 4.1 percent (or 0.041) and the recipient’s average annual revenue growth over the three full fiscal years prior to the COVID-19 public health emergency.

*n* equals the number of months elapsed from the end of the base year to the calculation date.

*Actual General Revenue* is a recipient’s actual general revenue collected during 12-month period ending on each calculation date.

Subscript *t* denotes the calculation date.



**3.6. Are recipients expected to demonstrate that reduction in revenue is due to the COVID-19 public health emergency?**

In the Interim Final Rule, any diminution in actual revenue calculated using the formula above would be presumed to have been “due to” the COVID-19 public health emergency. This presumption is made for administrative ease and in recognition of the broad-based economic damage that the pandemic has wrought.

**3.7. May recipients use pre-pandemic projections as a basis to estimate the reduction in revenue?**

No. Treasury is disallowing the use of projections to ensure consistency and comparability across recipients and to streamline verification. However, in estimating the revenue shortfall using the formula above, recipients may incorporate their average annual revenue growth rate in the three full fiscal years prior to the public health emergency.

**3.8. Once a recipient has identified a reduction in revenue, are there any restrictions on how recipients use funds up to the amount of the reduction?**

The Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. Government services can include, but are not limited to, maintenance of infrastructure or pay-go spending for building new infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services.

However, paying interest or principal on outstanding debt, replenishing rainy day or other reserve funds, or paying settlements or judgments would not be considered provision of a government service, since these uses of funds do not entail direct provision of services to citizens. This restriction on paying interest or principal on any outstanding debt instrument, includes, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt. In addition, the overarching restrictions on all program funds (e.g., restriction on pension deposits, restriction on using funds for non-federal match where barred by regulation or statute) would apply.

**3.9. How do I know if a certain type of revenue should be counted for the purpose of computing revenue loss? [5/27]**

As discussed in FAQ #3.1, the Interim Final Rule adopts a definition of “General Revenue” that is based on, but not identical, to the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances.

Recipients should refer to the definition of “General Revenue” included in the Interim Final Rule. See 31 CFR 35.3. If a recipient is unsure whether a particular revenue source is included in the Interim Final Rule’s definition of “General Revenue,” the recipient may consider the classification and instructions used to complete the Census Bureau’s Annual Survey.

For example, parking fees would be classified as a Current Charge for the purpose of the Census Bureau’s Annual Survey, and the Interim Final Rule’s concept of “General Revenue” includes all Current Charges. Therefore, parking fees would be included in the Interim Final Rule’s concept of “General Revenue.”

The Census Bureau’s Government Finance and Employment Classification manual is available [here](#).

**3.10. In calculating revenue loss, are recipients required to use audited financials? [6/8]**

Where audited data is not available, recipients are not required to obtain audited data. Treasury expects all information submitted to be complete and accurate. See 31 CFR 35.4(c).

**3.11. In calculating revenue loss, should recipients use their own data, or Census data? [6/8]**

Recipients should use their own data sources to calculate general revenue, and do not need to rely on published revenue data from the Census Bureau. Treasury acknowledges that due to differences in timing, data sources, and definitions, recipients’ self-reported general revenue figures may differ somewhat from those published by the Census Bureau.

**3.12. Should recipients calculate revenue loss on a cash basis or an accrual basis? [6/8]**

Recipients may provide data on a cash, accrual, or modified accrual basis, provided that recipients are consistent in their choice of methodology throughout the covered period and until reporting is no longer required.

**3.13. In identifying intergovernmental revenue for the purpose of calculating General Revenue, should recipients exclude all federal funding, or just federal funding related to the COVID-19 response? How should local governments treat federal funds that are passed through states or other entities, or federal funds that are intermingled with other funds? [6/23]**

In calculating General Revenue, recipients should exclude all intergovernmental transfers from the federal government. This includes, but is not limited to, federal transfers made via a state to a locality pursuant to the Coronavirus Relief Fund or Fiscal Recovery Funds. To the extent federal funds are passed through states or other entities or intermingled with other funds, recipients should attempt to identify and exclude the

federal portion of those funds from the calculation of General Revenue on a best-efforts basis.

**3.14. What entities constitute a government for the purpose of calculating revenue loss? [7/14]**

In determining whether a particular entity is part of a recipient's government for purposes of measuring a recipient's government revenue, recipients should identify all the entities included in their government and the general revenue attributable to these entities on a best-efforts basis. Recipients are encouraged to consider how their administrative structure is organized under state and local statutes. In cases in which the autonomy of certain authorities, commissions, boards, districts, or other entities is not readily distinguishable from the recipient's government, recipients may adopt the Census Bureau's criteria for judging whether an entity is independent from, or a constituent of, a given government. For an entity to be independent, it generally meets all four of the following conditions:

- The entity is an organized entity and possesses corporate powers, such as perpetual succession, the right to sue and be sued, having a name, the ability to make contracts, and the ability to acquire and dispose of property.
- The entity has governmental character, meaning that it provides public services, or wields authority through a popularly elected governing body or officers appointed by public officials. A high degree of responsibility to the public, demonstrated by public reporting requirements or by accessibility of records for public inspection, also evidences governmental character.
- The entity has substantial fiscal independence, meaning it can determine its budget without review and modification by other governments. For instance, the entity can determine its own taxes, charges, and debt issuance without another government's supervision.
- The entity has substantial administrative independence, meaning it has a popularly elected governing body, or has a governing body representing two or more governments, or, in the event its governing body is appointed by another government, the entity performs functions that are essentially different from those of, and are not subject to specification by, its creating government.

If an entity does not meet all four of these conditions, a recipient may classify the entity as part of the recipient's government and assign the portion of General Revenue that corresponds to the entity.

To further assist recipients in applying the forgoing criteria, recipients may refer to the Census Bureau's [\*Individual State Descriptions: 2017 Census of Governments\*](#) publication, which lists specific entities and classes of entities classified as either independent (defined by Census as "special purpose governments") or constituent (defined by Census as "dependent agencies") on a state-by-state basis. Recipients should note that the Census Bureau's lists are not exhaustive and that Census classifications are based on an analysis of state and local statutes as of 2017 and subject to the Census Bureau's judgement. Though not included in the Census Bureau's publication, state

colleges and universities are generally classified as dependent agencies of state governments by the Census Bureau.

If an entity is determined to be part of the recipient's government, the recipient must also determine whether the entity's revenue is covered by the Interim Final Rule's definition of "general revenue." For example, some cash flows may be outside the definition of "general revenue." In addition, note that the definition of general revenue includes Tribal enterprises in the case of Tribal governments. Refer to FAQ 3.1 (and the Appendix) for the components included in General Revenue.

**3.15. The Interim Final Rule's definition of General Revenue excludes revenue generated by utilities. Can you please clarify the definition of utility revenue? [7/14]**

As noted in FAQs 3.1 and 3.9, the Interim Final Rule adopts a definition of "general revenue" that is based on, but not identical to, the Census Bureau's concept of "General Revenue from Own Sources" in the Annual Survey of State and Local Government Finances. Recipients should refer to the definition of "general revenue" included in the Interim Final Rule. See 31 CFR 35.3. If a recipient is unsure whether a particular revenue source is included in the Interim Final Rule's definition of "general revenue," the recipient may consider the classification and instructions used to complete the Census Bureau's Annual Survey.

According to the Census Bureau's [Government Finance and Employment Classification manual](#), utility revenue is defined as "[g]ross receipts from sale of utility commodities or services to the public or other governments by publicly-owned and controlled utilities." This includes revenue from operations of publicly-owned and controlled water supply systems, electric power systems, gas supply systems, and public mass transit systems (see pages 4-45 and 4-46 of the manual for more detail).

Except for these four types of utilities, revenues from all commercial-type activities of a recipient's government (e.g., airports, educational institutions, lotteries, public hospitals, public housing, parking facilities, port facilities, sewer or solid waste systems, and toll roads and bridges) are covered by the Interim Final Rule's definition of "general revenue." If a recipient is unsure whether a particular entity performing one of these commercial-type activities can be considered part of the recipient's government, please see FAQ 3.14.

## **4. Eligible Uses – General**

**4.1. May recipients use funds to replenish a budget stabilization fund, rainy day fund, or similar reserve account?**

No. Funds made available to respond to the public health emergency and its negative economic impacts are intended to help meet pandemic response needs and provide immediate stabilization for households and businesses. Contributions to rainy day funds

and similar reserves funds would not address these needs or respond to the COVID-19 public health emergency, but would rather be savings for future spending needs. Similarly, funds made available for the provision of governmental services (to the extent of reduction in revenue) are intended to support direct provision of services to citizens. Contributions to rainy day funds are not considered provision of government services, since such expenses do not directly relate to the provision of government services.

**4.2. May recipients use funds to invest in infrastructure other than water, sewer, and broadband projects (e.g. roads, public facilities)?**

Under 602(c)(1)(C) or 603(c)(1)(C), recipients may use funds for maintenance of infrastructure or pay-go spending for building of new infrastructure as part of the general provision of government services, to the extent of the estimated reduction in revenue due to the public health emergency.

Under 602(c)(1)(A) or 603(c)(1)(A), a general infrastructure project typically would not be considered a response to the public health emergency and its negative economic impacts unless the project responds to a specific pandemic-related public health need (e.g., investments in facilities for the delivery of vaccines) or a specific negative economic impact of the pandemic (e.g., affordable housing in a Qualified Census Tract).

**4.3. May recipients use funds to pay interest or principal on outstanding debt?**

No. Expenses related to financing, including servicing or redeeming notes, would not address the needs of pandemic response or its negative economic impacts. Such expenses would also not be considered provision of government services, as these financing expenses do not directly provide services or aid to citizens.

This applies to paying interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt.

**4.4. May recipients use funds to satisfy nonfederal matching requirements under the Stafford Act? May recipients use funds to satisfy nonfederal matching requirements generally?**

Fiscal Recovery Funds are subject to pre-existing limitations in other federal statutes and regulations and may not be used as non-federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements. For example, expenses for the state share of Medicaid are not an eligible use. For information on FEMA programs, please [see here](#).

**4.5. Are governments required to submit proposed expenditures to Treasury for approval? [5/27]**

No. Recipients are not required to submit planned expenditures for prior approval by Treasury. Recipients are subject to the requirements and guidelines for eligible uses contained in the Interim Final Rule.

**4.6. How do I know if a specific use is eligible? [5/27]**

Fiscal Recovery Funds must be used in one of the four eligible use categories specified in the American Rescue Plan Act and implemented in the Interim Final Rule:

- a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- d) To make necessary investments in water, sewer, or broadband infrastructure.

Recipients should consult Section II of the Interim Final Rule for additional information on eligible uses. For recipients evaluating potential uses under (a), the Interim Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of Fiscal Recovery Funds not explicitly listed. See Section II of the Interim Final Rule for additional discussion.

For recipients evaluating potential uses under (c), the Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. See FAQ #3.8 for additional discussion.

For recipients evaluating potential uses under (b) and (d), see Sections 5 and 6.

**4.7. Do restrictions on using Coronavirus State and Local Fiscal Recovery Funds to cover costs incurred beginning on March 3, 2021 apply to costs incurred by the recipient (e.g., a State, local, territorial, or Tribal government) or to costs incurred by households, businesses, and individuals benefiting from assistance provided using Coronavirus State and Local Fiscal Recovery Funds? [6/8]**

The Interim Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021. This limitation applies to costs incurred by the recipient (i.e., the state, local, territorial, or Tribal government receiving funds). However, recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to households, businesses, and individuals within the eligible use categories described in the Interim

Final Rule for economic harms experienced by those households, businesses, and individuals prior to March 3, 2021. For example,

- Public Health/Negative Economic Impacts – Recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to households – such as rent, mortgage, or utility assistance – for economic harms experienced or costs incurred by the household prior to March 3, 2021 (e.g., rental arrears from preceding months), provided that the cost of providing assistance to the household was not incurred by the recipient prior to March 3, 2021.
- Premium Pay – Recipients may provide premium pay retrospectively for work performed at any time since the start of the COVID-19 public health emergency. Such premium pay must be “in addition to” wages and remuneration already received and the obligation to provide such pay must not have been incurred by the recipient prior to March 3, 2021.
- Revenue Loss – The Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. The calculation of lost revenue begins with the recipient’s revenue in the last full fiscal year prior to the COVID-19 public health emergency and includes the 12-month period ending December 31, 2020. However, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.
- Investments in Water, Sewer, and Broadband – Recipients may use Coronavirus State and Local Fiscal Recovery Funds to make necessary investments in water, sewer, and broadband. See FAQ Section 6. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the Coronavirus State and Local Fiscal Recovery Funds were incurred after March 3, 2021.

**4.8. How can I use CSFRF/CLFRF funds to prevent and respond to crime, and support public safety in my community? [6/23]**

Under Treasury’s Interim Final Rule, there are many ways in which the State and Local Fiscal Recovery Funds (“Funds”) under the American Rescue Plan Act can support communities working to reduce and respond to increased violence due to the pandemic. Among the eligible uses of the Funds are restoring of public sector staff to their pre-pandemic levels and responses to the public health crisis and negative economic impacts resulting from the pandemic. The Interim Final Rule provides several ways for recipients to “respond to” this pandemic-related gun violence, ranging from community violence intervention programs to mental health services to hiring of public safety personnel.

Below are some examples of how Fiscal Recovery Funds can be used to address public safety:

- In all communities, recipients may use resources to rehire police officers and other public servants to restore law enforcement and courts to their pre-pandemic levels.

Additionally, Funds can be used for expenses to address COVID-related court backlogs, including hiring above pre-pandemic levels, as a response to the public health emergency. See FAQ 2.19.

- In communities where an increase in violence or increased difficulty in accessing or providing services to respond to or mitigate the effects of violence, is a result of the pandemic they may use funds to address that harm. This spending may include:
  - Hiring law enforcement officials – even above pre-pandemic levels – or paying overtime where the funds are directly focused on advancing community policing strategies in those communities experiencing an increase in gun violence associated with the pandemic
  - Community Violence Intervention (CVI) programs, including capacity building efforts at CVI programs like funding and training additional intervention workers
  - Additional enforcement efforts to reduce gun violence exacerbated by the pandemic, including prosecuting gun traffickers, dealers, and other parties contributing to the supply of crime guns, as well as collaborative federal, state, and local efforts to identify and address gun trafficking channels
  - Investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise in gun violence resulting from the pandemic

As discussed in the Interim Final Rule, uses of CSFRF/CLFRF funds that respond to an identified harm must be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

- Recipients may also use funds up to the level of revenue loss for government services, including those outlined above.

Recognizing that the pandemic exacerbated mental health and substance use disorder needs in many communities, eligible public health services include mental health and other behavioral health services, which are a critical component of a holistic public safety approach. This could include:

- Mental health services and substance use disorder services, including for individuals experiencing trauma exacerbated by the pandemic, such as:
  - Community-based mental health and substance use disorder programs that deliver evidence-based psychotherapy, crisis support services, medications for opioid use disorder, and/or recovery support
  - School-based social-emotional support and other mental health services
- Referrals to trauma recovery services for crime victims.

Recipients also may use Funds to respond to the negative economic impacts of the public health emergency, including:

- Assistance programs to households or populations facing negative economic impacts of the public health emergency, including:



- Assistance to support economic security, including for the victims of crime;
  - Housing assistance, including rent, utilities, and relocation assistance;
  - Assistance with food, including Summer EBT and nutrition programs; and
  - Employment or job training services to address negative economic or public health impacts experienced due to a worker's occupation or level of training.
- Assistance to unemployed workers, including:
    - Subsidized jobs, including for young people. Summer youth employment programs directly address the negative economic impacts of the pandemic on young people and their families and communities;
    - Programs that provide paid training and/or work experience targeted primarily to (1) formerly incarcerated individuals, and/or (2) communities experiencing high levels of violence exacerbated by the pandemic;
    - Programs that provide workforce readiness training, apprenticeship or pre-apprenticeship opportunities, skills development, placement services, and/or coaching and mentoring; and
    - Associated wraparound services, including for housing, health care, and food.

Recognizing the disproportionate impact of the pandemic on certain communities, a broader range of services are eligible in those communities than would otherwise be available in communities not experiencing a pandemic-related increase in crime or gun violence. These eligible uses aim to address the pandemic's exacerbation of public health and economic disparities and include services to address health and educational disparities, support neighborhoods and affordable housing, and promote healthy childhood environments. The Interim Final Rule provides a non-exhaustive list of eligible services in these categories.

These services automatically qualify as eligible uses when provided in Qualified Census Tracts (QCTs), low-income areas designated by HUD; to families in QCTs; or by Tribal governments. Outside of these areas, recipient governments can also identify and serve households, populations, and geographic areas disproportionately impacted by the pandemic.

Services under this category could include:

- Programs or services that address or mitigate the impacts of the COVID-19 public health emergency on education, childhood health and welfare, including:
  - Summer education and enrichment programs in these communities, which include many communities currently struggling with high levels of violence;
  - Programs that address learning loss and keep students productively engaged;
  - Enhanced services for foster youths and home visiting programs; and
  - Summer camps and recreation.
- Programs or services that provide or facilitate access to health and social services and address health disparities exacerbated by the pandemic. This includes Community Violence Intervention (CVI) programs, such as:
  - Evidence-based practices like focused deterrence, street outreach, violence interrupters, and hospital-based violence intervention models, complete with

- wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance; and,
- Capacity-building efforts at CVI programs like funding more intervention workers; increasing their pay; providing training and professional development for intervention workers; and hiring and training workers to administer the programs.

Please refer to Treasury's Interim Final Rule for additional information.

**4.9. May recipients pool funds for regional projects? [7/14]**

Yes, provided that the project is itself an eligible use of funds and that recipients can track the use of funds in line with the reporting and compliance requirements of the CSFRF/CLFRF. In general, when pooling funds for regional projects, recipients may expend funds directly on the project or transfer funds to another government that is undertaking the project on behalf of multiple recipients. To the extent recipients undertake regional projects via transfer to another government, recipients would need to comply with the rules on transfers specified in the Interim Final Rule, Section V. A recipient may transfer funds to a government outside its boundaries (e.g., county transfers to a neighboring county), provided that the recipient can document that its jurisdiction receives a benefit proportionate to the amount contributed.

**4.10. May recipients fund a project with both ARP funds and other sources of funding (e.g., blending, braiding, or other pairing funding sources), including in conjunction with financing provided through a debt issuance? [7/14]**

Cost sharing or matching funds are not required under CSFRF/CLFRF. Funds may be used in conjunction with other funding sources, provided that the costs are eligible costs under each source program and are compliant with all other related statutory and regulatory requirements and policies. The recipient must comply with applicable reporting requirements for all sources of funds supporting the CSFRF/CLFRF projects, and with any requirements and restrictions on the use of funds from the supplemental funding sources and the CSFRF/CLFRF program. Specifically,

- All funds provided under the CSFRF/CLFRF program must be used for projects, investments, or services that are eligible under the CSFRF/CLFRF statute, Treasury's Interim Final Rule, and guidance. See 31 CFR 35.6-8; FAQ 4.6. CSFRF/CLFRF funds may not be used to fund an activity that is not, in its entirety, an eligible use under the CSFRF/CLFRF statute, Treasury's Interim Final Rule, and guidance. For example,
  - CSFRF/CLFRF funds may be used in conjunction with other sources of funds to make an investment in water infrastructure, which is eligible under the CSLFRF statute, and Treasury's Interim Final Rule.
  - CSFRF/CLFRF funds could not be used to fund the entirety of a water infrastructure project that was partially, although not entirely, an eligible use under Treasury's Interim Final Rule. However, the recipient could use CSFRF/CLFRF funds only for a smaller component project that does

constitute an eligible use, while using other funds for the remaining portions of the larger planned water infrastructure project that do not constitute an eligible use. In this case, the “project” under this program would be only the eligible use component of the larger project.

- In addition, because CSFRF/CLFRF funds must be obligated by December 31, 2024, and expended by December 31, 2026, recipients must be able to, at a minimum, determine and report to Treasury on the amount of CSFRF/CLFRF funds obligated and expended and when such funds were obligated and expended.

**4.11. May Coronavirus State and Local Fiscal Recovery Funds be used to make loans or other extensions of credit (“loans”), including loans to small businesses and loans to finance necessary investments in water, sewer, and broadband infrastructure?  
[7/14]**

Yes. Coronavirus State and Local Fiscal Recovery Funds (“Funds”) may be used to make loans, provided that the loan is an eligible use and the cost of the loan is tracked and reported in accordance with the points below. See 31 CFR 35.6. For example, a recipient may use Coronavirus State and Local Fiscal Recovery Funds to make loans to small businesses. See 31 CFR 35.6(b)(6). In addition, a recipient may use Funds to finance a necessary investment in water, sewer or broadband, as described in the Interim Final Rule. See 31 CFR 35.6(e).

Funds must be used to cover “costs incurred” by the recipient between March 3, 2021, and December 31, 2024, and Funds must be expended by December 31, 2026. See Section III.D of the Interim Final Rule; 31 CFR 35.5. Accordingly, recipients must be able to determine the amount of Funds used to make a loan.

- For loans that mature or are forgiven on or before December 31, 2026, the recipient must account for the use of funds on a cash flow basis, consistent with the approach to loans taken in the Coronavirus Relief Fund.
  - Recipients may use Fiscal Recovery Funds to fund the principal of the loan and in that case must track repayment of principal and interest (i.e., “program income,” as defined under 2 CFR 200).
  - When the loan is made, recipients must report the principal of the loan as an expense.
  - Repayment of principal may be re-used only for eligible uses, and subject to restrictions on timing of use of funds. Interest payments received prior to the end of the period of performance will be considered an addition to the total award and may be used for any purpose that is an eligible use of funds under the statute and IFR. Recipients are not subject to restrictions under 2 CFR 200.307(e)(1) with respect to such payments.
- For loans with maturities longer than December 31, 2026, the recipient may use Fiscal Recovery Funds for only the projected cost of the loan. Recipients may estimate the subsidy cost of the loan, which equals the expected cash flows associated

with the loan discounted at the recipient's cost of funding. A recipient's cost of funding can be determined based on the interest rates of securities with a similar maturity to the cash flow being discounted that were either (i) recently issued by the recipient or (ii) recently issued by a unit of state, local, or Tribal government similar to the recipient. Recipients that have adopted the Current Expected Credit Loss (CECL) standard may also treat the cost of the loan as equal to the CECL-based expected credit losses over the life of the loan. Recipients may measure projected losses either once, at the time the loan is extended, or annually over the covered period.

Under either approach for measuring the amount of funds used to make loans with maturities longer than December 31, 2026, recipients would not be subject to restrictions under 2 CFR 200.307(e)(1) and need not separately track repayment of principal or interest.

Any contribution of Fiscal Recovery Funds to a revolving loan fund must follow the approach described above for loans with maturities longer than December 31, 2026. In other words, a recipient could contribute Fiscal Recovery Funds to a revolving loan fund, provided that the revolving loan fund makes loans that are eligible uses and the Fiscal Recovery Funds contributed represent the projected cost of loans made over the life of the revolving loan fund.

**4.12. May funds be used for outreach to increase uptake of federal assistance like the Child Tax Credit or federal programs like SNAP? [7/14]**

Yes. Eligible uses to address negative economic impacts include work “to improve efficacy of programs addressing negative economic impacts, including through use of data analysis, targeted consumer outreach, improvements to data or technology infrastructure, and impact evaluations.” See 31 CFR 35.6(b)(10). Of note, per the CSFRF/CLFRF [Reporting Guidance](#), allowable use of funds for evaluations may also include other types of program evaluations focused on program improvement and evidence building. In addition, recipients may use funds to facilitate access to health and social services in populations and communities disproportionately impacted by the COVID-19 pandemic, including benefits navigators or marketing efforts to increase consumer uptake of federal tax credits, benefits, or assistance programs that respond to negative economic impacts of the pandemic. See 31 CFR 35.6(b)(12).

**5. Eligible Uses – Premium Pay**

**5.1. What criteria should recipients use in identifying essential workers to receive premium pay?**

Essential workers are those in critical infrastructure sectors who regularly perform in-person work, interact with others at work, or physically handle items handled by others.

Critical infrastructure sectors include healthcare, education and childcare, transportation, sanitation, grocery and food production, and public health and safety, among others, as provided in the Interim Final Rule. Governments receiving Fiscal Recovery Funds have the discretion to add additional sectors to this list, so long as the sectors are considered critical to protect the health and well-being of residents.

The Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

**5.2. What criteria should recipients use in identifying third-party employers to receive grants for the purpose of providing premium pay to essential workers?**

Any third-party employers of essential workers are eligible. Third-party contractors who employ essential workers in eligible sectors are also eligible for grants to provide premium pay. Selection of third-party employers and contractors who receive grants is at the discretion of recipients.

To ensure any grants respond to the needs of essential workers and are made in a fair and transparent manner, the rule imposes some additional reporting requirements for grants to third-party employers, including the public disclosure of grants provided.

**5.3. May recipients provide premium pay retroactively for work already performed?**

Yes. Treasury encourages recipients to consider providing premium pay retroactively for work performed during the pandemic, recognizing that many essential workers have not yet received additional compensation for their service during the pandemic.

**6. Eligible Uses – Water, Sewer, and Broadband Infrastructure**

**6.1. What types of water and sewer projects are eligible uses of funds?**

The Interim Final Rule generally aligns eligible uses of the Funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF).

Under the DWSRF, categories of [eligible projects](#) include: treatment, transmission and distribution (including lead service line replacement), source rehabilitation and decontamination, storage, consolidation, and new systems development.

Under the CWSRF, categories of [eligible projects](#) include: construction of publicly-owned treatment works, nonpoint source pollution management, national estuary program projects, decentralized wastewater treatment systems, stormwater systems, water

conservation, efficiency, and reuse measures, watershed pilot projects, energy efficiency measures for publicly-owned treatment works, water reuse projects, security measures at publicly-owned treatment works, and technical assistance to ensure compliance with the Clean Water Act.

As mentioned in the Interim Final Rule, eligible projects under the DWSRF and CWSRF support efforts to address climate change, as well as to meet cybersecurity needs to protect water and sewer infrastructure. Given the lifelong impacts of lead exposure for children, and the widespread nature of lead service lines, Treasury also encourages recipients to consider projects to replace lead service lines.

**6.2. May construction on eligible water, sewer, or broadband infrastructure projects continue past December 31, 2024, assuming funds have been obligated prior to that date?**

Yes. Treasury is interpreting the requirement that costs be incurred by December 31, 2024 to only require that recipients have obligated the funds by such date. The period of performance will run until December 31, 2026, which will provide recipients a reasonable amount of time to complete projects funded with Fiscal Recovery Funds.

**6.3. May recipients use funds as a non-federal match for the Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF)?**

Recipients may not use funds as a state match for the CWSRF and DWSRF due to prohibitions in utilizing federal funds as a state match in the authorizing statutes and regulations of the CWSRF and DWSRF.

**6.4. Does the National Environmental Policy Act (NEPA) apply to eligible infrastructure projects?**

NEPA does not apply to Treasury's administration of the Funds. Projects supported with payments from the Funds may still be subject to NEPA review if they are also funded by other federal financial assistance programs.

**6.5. What types of broadband projects are eligible?**

The Interim Final Rule requires eligible projects to reliably deliver minimum speeds of 100 Mbps download and 100 Mbps upload. In cases where it is impracticable due to geography, topography, or financial cost to meet those standards, projects must reliably deliver at least 100 Mbps download speed, at least 20 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

Projects must also be designed to serve unserved or underserved households and businesses, defined as those that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed.

**6.6. For broadband investments, may recipients use funds for related programs such as cybersecurity or digital literacy training?**

Yes. Recipients may use funds to provide assistance to households facing negative economic impacts due to Covid-19, including digital literacy training and other programs that promote access to the Internet. Recipients may also use funds for modernization of cybersecurity, including hardware, software, and protection of critical infrastructure, as part of provision of government services up to the amount of revenue lost due to the public health emergency.

**6.7. How do I know if a water, sewer, or broadband project is an eligible use of funds? Do I need pre-approval? [6/8]**

Recipients do not need approval from Treasury to determine whether an investment in a water, sewer, or broadband project is eligible under CSFRF/CLFRF. Each recipient should review the Interim Final Rule (IFR), along with the preamble to the Interim Final Rule, in order to make its own assessment of whether its intended project meets the eligibility criteria in the IFR. A recipient that makes its own determination that a project meets the eligibility criteria as outlined in the IFR may pursue the project as a CSFRF/CLFRF project without pre-approval from Treasury. Local government recipients similarly do not need state approval to determine that a project is eligible under CSFRF/CLFRF. However, recipients should be cognizant of other federal or state laws or regulations that may apply to construction projects independent of CSFRF/CLFRF funding conditions and that may require pre-approval.

For water and sewer projects, the IFR refers to the EPA [Drinking Water](#) and [Clean Water](#) State Revolving Funds (SRFs) for the categories of projects and activities that are eligible for funding. Recipients should look at the relevant federal statutes, regulations, and guidance issued by the EPA to determine whether a water or sewer project is eligible. Of note, the IFR does not incorporate any other requirements contained in the federal statutes governing the SRFs or any conditions or requirements that individual states may place on their use of SRFs.

**6.8. For broadband infrastructure investments, what does the requirement that infrastructure “be designed to” provide service to unserved or underserved households and businesses mean? [6/17]**

Designing infrastructure investments to provide service to unserved or underserved households or businesses means prioritizing deployment of infrastructure that will bring service to households or businesses that are not currently serviced by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed. To meet this requirement, states and localities should use funds to deploy broadband infrastructure projects whose objective is to provide service to unserved or underserved households or businesses. These unserved or underserved households or businesses do not need to be the only ones in the service area funded by the project.

**6.9. For broadband infrastructure to provide service to “unserved or underserved households or businesses,” must every house or business in the service area be unserved or underserved? [6/17]**

No. It suffices that an objective of the project is to provide service to unserved or underserved households or businesses. Doing so may involve a holistic approach that provides service to a wider area in order, for example, to make the ongoing service of unserved or underserved households or businesses within the service area economical. Unserved or underserved households or businesses need not be the *only* households or businesses in the service area receiving funds.

**6.10. May recipients use payments from the Funds for “middle mile” broadband projects? [6/17]**

Yes. Under the Interim Final Rule, recipients may use payments from the Funds for “middle-mile projects,” but Treasury encourages recipients to focus on projects that will achieve last-mile connections—whether by focusing on funding last-mile projects or by ensuring that funded middle-mile projects have potential or partnered last-mile networks that could or would leverage the middle-mile network.

**6.11. For broadband infrastructure investments, what does the requirement to “reliably” meet or exceed a broadband speed threshold mean? [6/17]**

In the Interim Final Rule, the term “reliably” is used in two places: to identify areas that are eligible to be the subject of broadband infrastructure investments and to identify expectations for acceptable service levels for broadband investments funded by the Coronavirus State and Local Fiscal Recovery Funds. In particular:

- The IFR defines “unserved or underserved households or businesses” to mean one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speeds and 3 Mbps of upload speeds.
- The IFR provides that a recipient may use Coronavirus State and Local Fiscal Recovery Funds to make investments in broadband infrastructure that are designed to provide service to unserved or underserved households or businesses and that are designed to, upon completion: (i) reliably meet or exceed symmetrical 100 Mbps download speed and upload speeds; or (ii) in limited cases, reliably meet or exceed 100 Mbps download speed and between 20 Mbps and 100 Mbps upload speed and be scalable to a minimum of 100 Mbps download and upload speeds.

The use of “reliably” in the IFR provides recipients with significant discretion to assess whether the households and businesses in the area to be served by a project have access to wireline broadband service that can actually and consistently meet the specified thresholds of at least 25Mbps/3Mbps—i.e., to consider the actual experience of current



wireline broadband customers that subscribe to services at or above the 25 Mbps/3 Mbps threshold. Whether there is a provider serving the area that advertises or otherwise claims to offer speeds that meet the 25 Mbps download and 3 Mbps upload speed thresholds is not dispositive.

When making these assessments, recipients may choose to consider any available data, including but not limited to documentation of existing service performance, federal and/or state-collected broadband data, user speed test results, interviews with residents and business owners, and any other information they deem relevant. In evaluating such data, recipients may take into account a variety of factors, including whether users actually receive service at or above the speed thresholds at all hours of the day, whether factors other than speed such as latency or jitter, or deterioration of the existing connections make the user experience unreliable, and whether the existing service is being delivered by legacy technologies, such as copper telephone lines (typically using Digital Subscriber Line technology) or early versions of cable system technology (DOCSIS 2.0 or earlier).

The IFR also provides recipients with significant discretion as to how they will assess whether the project itself has been designed to provide households and businesses with broadband services that meet, or even exceed, the speed thresholds provided in the rule.

**6.12. May recipients use Funds for pre-project development for eligible water, sewer, and broadband projects? [6/23]**

Yes. To determine whether Funds can be used on pre-project development for an eligible water or sewer project, recipients should consult whether the pre-project development use or cost is eligible under the Drinking Water and Clean Water State Revolving Funds (CWSRF and DWSRF, respectively). Generally, the CWSRF and DWSRF often allow for pre-project development costs that are tied to an eligible project, as well as those that are reasonably expected to lead to a project. For example, the DWSRF [allows](#) for planning and evaluations uses, as well as numerous pre-project development costs, including costs associated with obtaining project authorization, planning and design, and project start-up like training and warranty for equipment. Likewise, the CWSRF [allows](#) for broad pre-project development, including planning and assessment activities, such as cost and effectiveness analyses, water/energy audits and conservation plans, and capital improvement plans.

Similarly, pre-project development uses and costs for broadband projects should be tied to an eligible broadband project or reasonably expected to lead to such a project. For example, pre-project costs associated with planning and engineering for an eligible broadband infrastructure build-out is considered an eligible use of funds, as well as technical assistance and evaluations that would reasonably be expected to lead to commencement of an eligible project (e.g., broadband mapping for the purposes of finding an eligible area for investment).

All funds must be obligated within the statutory period between March 3, 2021 and December 31, 2024, and expended to cover such obligations by December 31, 2026.

**6.13. May State and Local Fiscal Recovery Funds be used to support energy or electrification infrastructure that would be used to power new water treatment plants and wastewater systems? [7/14]**

The EPA's [Overview of Clean Water State Revolving Fund Eligibilities](#) describes eligible energy-related projects. This includes a "[p]ro rata share of capital costs of offsite clean energy facilities that provide power to a treatment works." Thus, State and Local Fiscal Recovery Funds may be used to finance the generation and delivery of clean power to a wastewater system or a water treatment plant on a pro-rata basis. If the wastewater system or water treatment plant is the sole user of the clean energy, the full cost would be considered an eligible use of funds. If the clean energy provider provides power to other entities, only the proportionate share used by the water treatment plant or wastewater system would be an eligible use of State and Local Fiscal Recovery Funds.

**6.14. How should states and local governments assess whether a stormwater management project, such as a culvert replacement, is an eligible project for State and Local Fiscal Recovery Funds? [7/14]**

FAQ 6.7 describes the overall approach that recipients may take to evaluate the eligibility of water or sewer projects. For stormwater management projects specifically, as noted in the EPA's [Overview of Clean Water State Revolving Fund Eligibilities](#), "Stormwater projects must have a water quality benefit." Thus, to be eligible under CSFRF/CLFRF, stormwater management projects should be designed to incorporate water quality benefits consistent with the goals of the Clean Water Act. [Summary of the Clean Water Act.](#)

**6.15. May recipients use Funds for road repairs and upgrades that occur in connection with an eligible water or sewer project? [7/14]**

Yes, recipients may use State and Local Fiscal Recovery Funds for road repairs and upgrades directly related to an eligible water or sewer project. For example, a recipient could use Funds to repair or re-pave a road following eligible sewer repair work beneath it. However, use of Funds for general infrastructure projects is subject to the limitations described in FAQ 4.2. Water and sewer infrastructure projects are often a single component of a broader transportation infrastructure project, for example, the implementation of stormwater infrastructure to meet Clean Water Act established water quality standards. In this example, the components of the infrastructure project that interact directly with the stormwater infrastructure project may be funded by Fiscal Recovery Funds.

**6.16. May Funds be used to build or upgrade broadband connections to schools or libraries? [7/14]**

As outlined in the IFR, recipients may use Fiscal Recovery Funds to invest in broadband infrastructure that, wherever it is practicable to do so, is designed to deliver service that reliably meets or exceeds symmetrical upload and download speeds of 100 Mbps to households or businesses that are not currently serviced by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed. Treasury interprets “businesses” in this context broadly to include non-residential users of broadband, including private businesses and institutions that serve the public, such as schools, libraries, healthcare facilities, and public safety organizations.

**6.17. Are eligible infrastructure projects subject to the Davis-Bacon Act? [7/14]**

The Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with award funds from the CSFRF/CLFRF program, except for CSFRF/CLFRF-funded construction projects undertaken by the District of Columbia. The Davis-Bacon Act specifically applies to the District of Columbia when it uses federal funds (CSFRF/CLFRF funds or otherwise) to enter into contracts over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when CSFRF/CLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as “baby Davis-Bacon Acts”) may apply to projects. Please refer to FAQ 4.10 concerning projects funded with both CSFRF/CLFRF funds and other sources of funding.

Treasury has indicated in its Interim Final Rule that it is important that necessary investments in water, sewer, or broadband infrastructure be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency. Treasury encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects, but also to support the economic recovery through strong employment opportunities for workers. Using these practices in construction projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes or workplace injuries.

Treasury has also indicated in its reporting guidance that recipients will need to provide documentation of wages and labor standards for infrastructure projects over \$10 million, and that these requirements can be met with certifications that the project is in compliance with the Davis-Bacon Act (or related state laws, commonly known as “baby Davis-Bacon Acts”) and subject to a project labor agreement. Please refer to the Reporting and Compliance Guidance, page 21, for more detailed information on the reporting requirement.

## 7. Non-Entitlement Units (NEUs)

Answers to frequently asked questions on distribution of funds to NEUs can be found in this [FAQ supplement](#), which is regularly updated.

## 8. Ineligible Uses

### 8.1. What is meant by a pension “deposit”? Can governments use funds for routine pension contributions for employees whose payroll and covered benefits are eligible expenses?

Treasury interprets “deposit” in this context to refer to an extraordinary payment into a pension fund for the purpose of reducing an accrued, unfunded liability. More specifically, the interim final rule does not permit this assistance to be used to make a payment into a pension fund if both: (1) the payment reduces a liability incurred prior to the start of the COVID-19 public health emergency, and (2) the payment occurs outside the recipient’s regular timing for making such payments.

Under this interpretation, a “deposit” is distinct from a “payroll contribution,” which occurs when employers make payments into pension funds on regular intervals, with contribution amounts based on a pre-determined percentage of employees’ wages and salaries. In general, if an employee’s wages and salaries are an eligible use of Fiscal Recovery Funds, recipients may treat the employee’s covered benefits as an eligible use of Fiscal Recovery Funds.

### 8.2. May recipients use Fiscal Recovery Funds to fund Other Post-Employment Benefits (OPEB)? [6/8]

OPEB refers to benefits other than pensions (see, e.g., [Governmental Accounting Standards Board, “Other Post-Employment Benefits”](#)). Treasury has determined that Sections 602(c)(2)(B) and 603(c)(2), which refer only to pensions, do not prohibit CSFRF/CLFRF recipients from funding OPEB. Recipients of either the CSFRF/CLFRF may use funds for eligible uses, and a recipient seeking to use CSFRF/CLFRF funds for OPEB contributions would need to justify those contributions under one of the four eligible use categories.

## 9. Reporting

On June 17, 2021, Treasury released [Guidance on Recipient Compliance and Reporting Responsibilities for the Coronavirus State and Local Fiscal Recovery Funds](#). Recipients should consult this guidance for additional detail and clarification on recipients’ compliance and reporting responsibilities. A users’ guide will be provided with additional information on how and where to submit required reports.

**9.1. What records must be kept by governments receiving funds?**

Financial records and supporting documents related to the award must be retained for a period of five years after all funds have been expended or returned to Treasury, whichever is later. This includes those which demonstrate the award funds were used for eligible purposes in accordance with the ARPA, Treasury's regulations implementing those sections, and Treasury's guidance on eligible uses of funds.

**9.2. What reporting will be required, and when will the first report be due?**

Recipients will be required to submit an interim report, quarterly project and expenditure reports, and annual Recovery Plan Performance Reports as specified below, regarding their utilization of Coronavirus State and Local Fiscal Recovery Funds.

Interim reports: States (defined to include the District of Columbia), territories, metropolitan cities, counties, and Tribal governments will be required to submit one interim report. The interim report will include a recipient's expenditures by category at the summary level and for states, information related to distributions to non-entitlement units of local government must also be included in the interim report. The interim report will cover activity from the date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Non-entitlement units of local government are not required to submit an interim report.

Quarterly Project and Expenditure reports: State (defined to include the District of Columbia), territorial, metropolitan city, county, and Tribal governments will be required to submit quarterly project and expenditure reports. This report will include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information regarding a recipient's utilization of award funds. Reports will be required quarterly with the exception of non-entitlement units, which will report annually. An interim report is due on August 31, 2021. The reports will include the same general data as those submitted by recipients of the Coronavirus Relief Fund, with some modifications to expenditure categories and the addition of data elements related to specific eligible uses. The initial quarterly Project and Expenditure report will cover two calendar quarters from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 days after the end of each calendar quarter.

Non-entitlement units of local government will be required to submit the project and expenditure report annually. The initial annual Project and Expenditure report for non-entitlement units of local government will cover activity from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent annual reports must be submitted to Treasury by October 31 each year.

Recovery Plan Performance Reports: States (defined to include the District of Columbia), territories, metropolitan cities, and counties with a population that exceeds 250,000

residents will also be required to submit an annual Recovery Plan Performance Report to Treasury. This report will include descriptions of the projects funded and information on the performance indicators and objectives of each award, helping local residents understand how their governments are using the substantial resources provided by Coronavirus State and Local Fiscal Recovery Funds program. The initial Recovery Plan Performance Report will cover activity from date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Thereafter, the Recovery Plan Performance Reports will cover a 12-month period and recipients will be required to submit the report to Treasury within 30 days after the end of the 12-month period. The second Recovery Plan Performance Report will cover the period from July 1, 2021 to June 30, 2022 and must be submitted to Treasury by July 31, 2022. Each annual Recovery Plan Performance Report must be posted on the public-facing website of the recipient. Local governments with fewer than 250,000 residents, Tribal governments, and non-entitlement units of local government are not required to develop a Recovery Plan Performance Report.

Please see the [Guidance on Recipient Compliance and Reporting Responsibilities](#) for more information.

**9.3. What provisions of the Uniform Guidance for grants apply to these funds? Will the Single Audit requirements apply?**

Most of the provisions of the Uniform Guidance (2 CFR Part 200) apply to this program, including the Cost Principles and Single Audit Act requirements. Recipients should refer to the Assistance Listing for detail on the specific provisions of the Uniform Guidance that do not apply to this program. The Assistance Listing will be available on beta.SAM.gov.

**9.4. Once a recipient has identified a reduction in revenue, how will Treasury track use of funds for the provision of government services? [6/8]**

The ARPA establishes four categories of eligible uses and further restrictions on the use of funds to ensure that Fiscal Recovery Funds are used within the four eligible use categories. The Interim Final Rule implements these restrictions, including the scope of the eligible use categories and further restrictions on tax cuts and deposits into pensions. Reporting requirements will align with this structure.

Consistent with the broad latitude provided to recipients to use funds for government services to the extent of the reduction in revenue, recipients will be required to submit a description of services provided. As discussed in IFR, these services can include a broad range of services but may not be used directly for pension deposits, contributions to reserve funds, or debt service. Recipients may use sources of funding other than Fiscal Recovery Funds to make deposits to pension funds, contribute to reserve funds, and pay debt service, including during the period of performance for the Fiscal Recovery Fund award.

For recipients using Fiscal Recovery Funds to provide government services to the extent of reduction in revenue, the description of government services reported to Treasury may be narrative or in another form, and recipients are encouraged to report based on their existing budget processes and to minimize administrative burden. For example, a recipient with \$100 in revenue replacement funds available could indicate that \$50 were used for personnel costs and \$50 were used for pay-go building of sidewalk infrastructure.

In addition to describing the government services provided to the extent of reduction in revenue, all recipients will also be required to indicate that Fiscal Recovery Funds are not used directly to make a deposit in a pension fund. Further, recipients subject to the tax offset provision will be required to provide information necessary to implement the Interim Final Rule, as described in the Interim Final Rule. Treasury does not anticipate requiring other types of reporting or recordkeeping on spending in pensions, debt service, or contributions to reserve funds.

These requirements are further detailed in the guidance on reporting requirements for the Fiscal Recovery Funds available [here](#).

**9.5. What is the Assistance Listing and Catalog of Federal Domestic Assistance (CFDA) number for the program? [6/8]**

The [Assistance Listing](#) for the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) was published May 28, 2021 on SAM.gov. This includes the final CFDA Number for the program, 21.027.

The assistance listing includes helpful information including program purpose, statutory authority, eligibility requirements, and compliance requirements for recipients. The CFDA number is the unique 5-digit code for each type of federal assistance, and can be used to search for program information, including funding opportunities, spending on usaspending.gov, or audit results through the Federal Audit Clearinghouse.

To expedite payments and meet statutory timelines, Treasury issued initial payments under an existing CFDA number. If you have already received funds or captured the initial CFDA number in your records, please update your systems and reporting to reflect the final CFDA number 21.027. **Recipients must use the final CFDA number for all financial accounting, audits, subawards, and associated program reporting requirements.**

To ensure public trust, Treasury expects all recipients to serve as strong stewards of these funds. This includes ensuring funds are used for intended purposes and recipients have in place effective financial management, internal controls, and reporting for transparency and accountability.

Please see [Treasury's Interim Final Rule](#) and the [Guidance on Recipient Compliance and Reporting Responsibilities](#) for more information.

## **10. Miscellaneous**

### **10.1. May governments retain assets purchased with Fiscal Recovery Funds? If so, what rules apply to the proceeds of disposition or sale of such assets?**

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of payments.

### **10.2. Can recipients use funds for administrative purposes?**

Recipients may use funds to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency and its negative economic impacts. This includes, but is not limited to, costs related to disbursing payments of Fiscal Recovery Funds and managing new grant programs established using Fiscal Recovery Funds.

### **10.3. Are recipients required to remit interest earned on CSFRF/CLFRF payments made by Treasury? [5/27, updated 7/14]**

No. CSFRF/CLFRF payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 to remit interest to Treasury. CSFRF/CLFRF payments made by Treasury to local governments and Tribes are not subject to the requirement of 2 CFR 200.305(b)(8)-(9) to maintain balances in an interest-bearing account and remit payments to Treasury. Moreover, interest earned on CSFRF/CLFRF payments is not subject to program restrictions. Finally, States may retain interest on payments made by Treasury to the State for distribution to NEUs that is earned before funds are distributed to NEUs, provided that the State adheres to the statutory requirements and Treasury's guidance regarding the distribution of funds to NEUs. Such interest is also not subject to program restrictions.

Among other things, States and other recipients may use earned income to defray the administrative expenses of the program, including with respect to NEUs.

### **10.4. Is there a deadline to apply for funds? [5/27]**

The Interim Final Rule requires that costs be incurred by December 31, 2024. Direct recipients are encouraged to apply as soon as possible. For direct recipients other than Tribal governments, there is not a specific application deadline.

Tribal governments do have deadlines to complete the application process and should visit [www.treasury.gov/SLFRPTribal](http://www.treasury.gov/SLFRPTribal) for guidance on applicable deadlines.



Non-entitlement units of local government should contact their state government for information on applicable deadlines.

**10.5. May recipients use funds to cover the costs of consultants to assist with managing and administering the funds? [6/8]**

Yes. Recipients may use funds for administering the CSFRF/CLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.

## **11. Operations**

**11.1. How do I know if my entity is eligible?**

The Coronavirus State and Local Fiscal Recovery Funds American Rescue Plan Act of 2021 set forth the jurisdictions eligible to receive funds under the program, which are:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties
- Metropolitan cities (typically, but not always, those with populations over 50,000)
- Non-entitlement units of local government, or smaller local governments (typically, but not always, those with populations under 50,000)

**11.2. How does an eligible entity request payment?**

Eligible entities (other than non-entitlement units) must submit their information to the [Treasury Submission Portal](#). Please visit the [Coronavirus State and Local Fiscal Recovery Fund website](#) for more information on the submission process.

**11.3. I cannot log into the Treasury Submission Portal or am having trouble navigating it. Who can help me?**

If you have questions about the Treasury Submission Portal or for technical support, please email [covidreliefitsupport@treasury.gov](mailto:covidreliefitsupport@treasury.gov).

**11.4. What do I need to do to receive my payment?**

All eligible payees are required to have a DUNS Number previously issued by Dun & Bradstreet (<https://www.dnb.com/>).

All eligible payees are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

And eligible payees must have a bank account enabled for Automated Clearing House (ACH) direct deposit. Payees with a Wire account are encouraged to provide that information as well.

More information on these and all program pre-submission requirements can be found on the [Coronavirus State and Local Fiscal Recovery Fund website](#).

**11.5. Why is Treasury employing id.me for the Treasury Submission Portal?**

ID.me is a trusted technology partner to multiple government agencies and healthcare providers. It provides secure digital identity verification to those government agencies and healthcare providers to make sure you're you – and not someone pretending to be you – when you request access to online services. All personally identifiable information provided to ID.me is encrypted and disclosed only with the express consent of the user. Please refer to ID.me Contact Support for assistance with your ID.me account. Their support website is <https://help.id.me>.

**11.6. Why is an entity not on the list of eligible entities in Treasury Submission Portal?**

The ARPA statute lays out which governments are eligible for payments. The list of entities within the Treasury Submission Portal includes entities eligible to receive a direct payment of funds from Treasury, which include states (defined to include the District of Columbia), territories, Tribal governments, counties, and metropolitan cities.

Eligible non-entitlement units of local government will receive a distribution of funds from their respective state government and should not submit information to the Treasury Submission Portal.

If you believe an entity has been mistakenly left off the eligible entity list, please email [SLFRP@treasury.gov](mailto:SLFRP@treasury.gov).

**11.7. What is an Authorized Representative?**

An Authorized Representative is an individual with legal authority to bind the government entity (e.g., the Chief Executive Officer of the government entity). An Authorized Representative must sign the Acceptance of Award terms for it to be valid.

**11.8. How does a Tribal government determine their allocation?**

Tribal governments will receive information about their allocation when the submission to the Treasury Submission Portal is confirmed to be complete and accurate.

**11.9. How do I know the status of my request for funds (submission)?**

Entities can check the status of their submission at any time by logging into [Treasury Submission Portal](#).

**11.10. My Treasury Submission Portal submission requires additional information/correction. What is the process for that?**

If your Authorized Representative has not yet signed the award terms, you can edit your submission with in the into [Treasury Submission Portal](#). If your Authorized Representative has signed the award terms, please email [SLFRP@treasury.gov](mailto:SLFRP@treasury.gov) to request assistance with updating your information.

**11.11. My request for funds was denied. How do I find out why it was denied or appeal the decision?**

Please check to ensure that no one else from your entity has applied, causing a duplicate submission. Please also review the list of all eligible entities on the [Coronavirus State and Local Fiscal Recovery Fund website](#).

If you still have questions regarding your submission, please email [SLFRP@treasury.gov](mailto:SLFRP@treasury.gov).

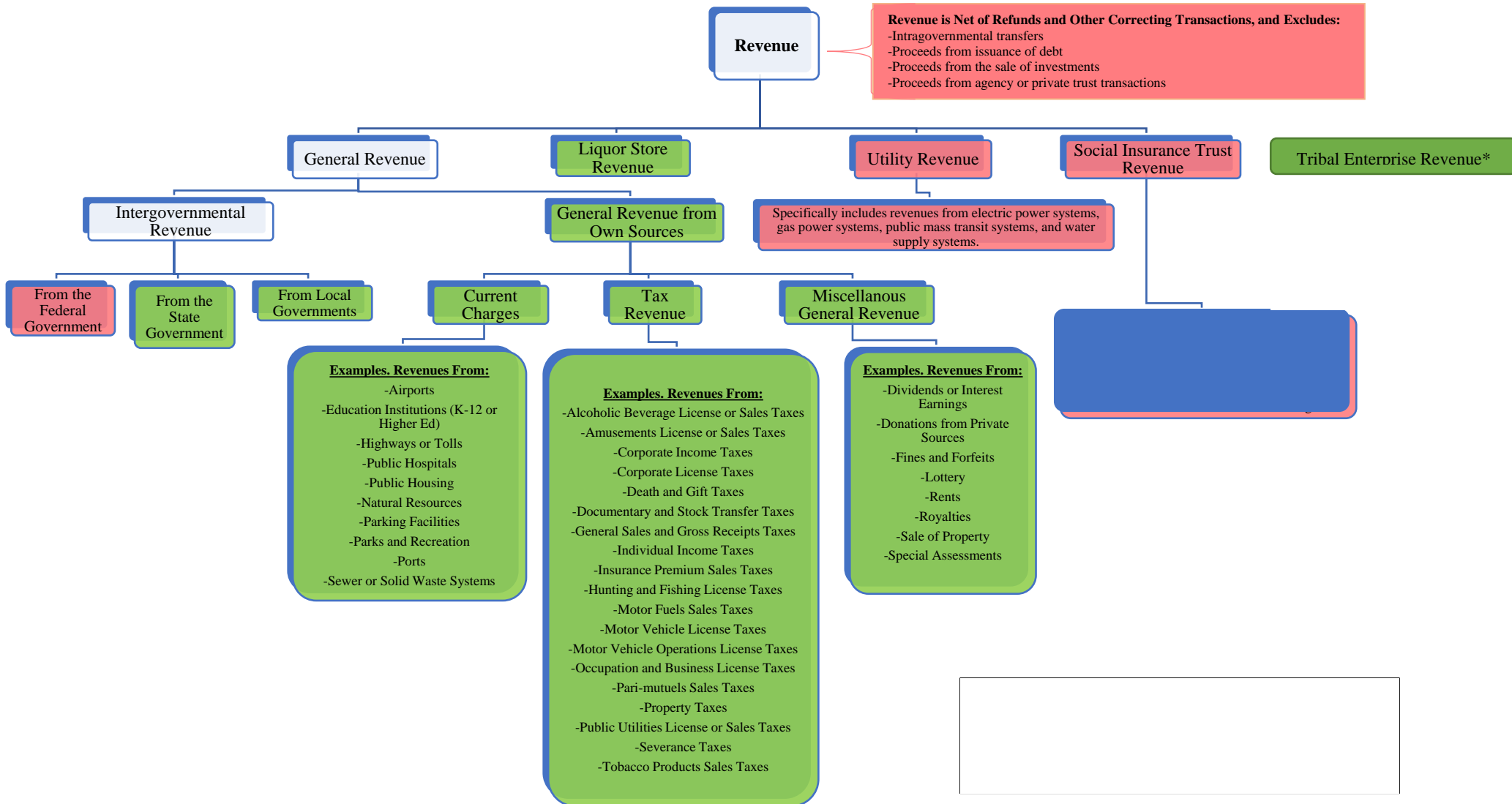
**11.12. When will entities get their money?**

Before Treasury is able to execute a payment, a representative of an eligible government must submit the government's information for verification through the [Treasury Submission Portal](#). The verification process takes approximately four business days. If any errors are identified, the designated point of contact for the government will be contacted via email to correct the information before the payment can proceed. Once verification is complete, the designated point of contact of the eligible government will receive an email notifying them that their submission has been verified. Payments are generally scheduled for the next business day after this verification email, though funds may not be available immediately due to processing time of their financial institution.

**11.13. How does a local government entity provide Treasury with a notice of transfer of funds to its State?**

For more information on how to provide Treasury with notice of transfer to a state, please email [SLRedirectFunds@treasury.gov](mailto:SLRedirectFunds@treasury.gov).

**Appendix: Interim Final Rule Definition of General Revenue Within the Census Bureau Classification Structure of Revenue**



Source: [U.S. Bureau of the Census Government Finance and Employment Classification Manual, 2006](#); [Annual Survey of State and Local Government Finances](#)